## Modification Tracker

Use the **SPACE BAR** to delete/correct/move data in each of the cells below in lieu of using the **DELETE** key.

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<th>Base / Mod Date</th>
<th>Funding Start Date</th>
<th>Funding End Date</th>
<th>Dollar Amount Increase / Decrease</th>
<th>Cumulative Amount of Mod Changes</th>
<th>Cumulative Amount of Total Obligation</th>
<th>Purpose (BE DESCRIPTIVE)</th>
<th>File Review CS Initials</th>
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- **P00042**: 05/05/18 07/01/05 06/31/21
- **P00043**: 09/21/18 07/01/05 08/31/21
- **P00044**: 02/14/18 07/01/05 08/31/21
- **P00045**: 08/29/19 07/01/05 08/31/21
- **P00046**: 12/06/19 07/01/05 08/31/21
- **P00047**: 05/07/20 07/01/05 08/31/21
- **P00048**: 06/04/20 07/01/05 08/31/21
- **P00049**: 10/09/20 07/01/05 08/31/21
- **P00050**: 02/24/21 07/01/05 08/31/21

- **REA for 2018 - covers Option Period 9 ($0.35 increase from CBA)**
- **Incorporate classification and WD approved by DOL 12/12/2018**
- **REA for 2019 - covers Option Period 10**
- **Incorporated WD**
- **REA for 2019 - covers Option Period 11**

<< Current Total Obligation
**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER
   LIMIT (10) (48 CFR 85)

2. CONTRACT NO. (Preceeding Serial No.)
   ODT-5-C-0010

3. ISSUED BY
   Office of the Federal Detention Trustee
   National Place Building, Suite
   1331 Pennsylvania Ave, NW
   Washington, DC 20530

4. EFFECTIVE DATE
   07-01-2005

5. ADMINISTERED BY
   DRO-05-RO-0020

6. NAME AND ADDRESS OF CONTRACTOR (1a., street, city, county, state and zip code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

7. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
   10 U.S.C. 2904(c) ( )
   41 U.S.C. 253(c) ( )

8. TOTAL AMOUNT FOR BASE YEAR
   [Redacted]

9. TABLE OF CONTENTS

<table>
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<tr>
<th>Sec.</th>
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<tr>
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<td>PACKAGE AND MARKING</td>
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<td>5</td>
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<td>CONTRACT ADMINISTRATION DATA</td>
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<td>TOTAL AMOUNT OF CONTRACT</td>
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10. NAME AND TITLE OF SIGNER (Specify)
    ______________

11. ISSUED BY
    Office of the Federal Detention Trustee
    National Place Building, Suite
    1331 Pennsylvania Ave, NW
    Washington, DC 20530

12. ISSUED BY
    DRO-05-RO-0020

13. NAME AND ADDRESS OF CONTRACTOR (1a., street, city, county, state and zip code)
    Corrections Corporation of America
    10 Burton Hills Boulevard
    Nashville, TN 37215

14. ACCOUNTING AND APPROPRIATION DATA
    [Redacted]

15. TOTAL AMOUNT FOR CONTRACT
    [Redacted]

16. CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT
    [Redacted]

18. AWARD
    (Contractor is not required to sign this document)
    Your offer on
    Solicitation Number: ODT-4-R-0004
    including the additions or changes made by you which addictions or changes are set forth in full above, is hereby accepted as to the items listed above and entitles you to the amount and conditions stated herein. This award constitutes the contract which consists of the following documents:
    (a) The Government's specifications and any other conditions specified in the further
    [Redacted]
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

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[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimburled at the approved federal travel allowance rate, which is currently:]

a. Guard Services (Estimated)

b. Transportation (Estimated)

TOTAL ESTIMATED COST FOR THE BASE PERIOD

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently $12.00

OPTION PERIOD ONE: 1 October 2008 thru September 30, 2011

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<td>Off-Site Guard Svcs</td>
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[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimburled at the approved federal travel allowance rate, which is currently:]

a. Guard Services (Estimated)

b. Transportation (Estimated)

TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently $12.00
**OPTION PERIOD TWO: 1 October 2011 thru September 30, 2014**

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<td>a. Guard Services (Estimated)</td>
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<td></td>
<td>b. Transportation (Estimated)</td>
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**TOTAL ESTIMATED COST FOR THE SECOND OPTION PERIOD**

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently

**OPTION PERIOD THREE: 1 October 2014 thru September 30, 2017**

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<td>b. Transportation (Estimated)</td>
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**TOTAL ESTIMATED COST FOR THE THIRD OPTION PERIOD**

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently
## Comprehensive Secure Detention Services
Elizabeth, NJ

Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0010

### OPTION PERIOD FOUR: 1 October 2017 thru September 30, 2020

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<td>4001</td>
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<td>Off-Site Guard Svcs</td>
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</table>

These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently $__________

- Guard Services (Estimated) man hours
- Transportation (Estimated) mile

### TOTAL ESTIMATED COST FOR THE FOURTH OPTION PERIOD

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently $__________

### OPTION PERIOD FIVE: 1 October 2020 thru September 30, 2023

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</table>

These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently $__________

- Guard Services (Estimated) man hours
- Transportation (Estimated) mile

### TOTAL ESTIMATED COST FOR THE FIFTH OPTION PERIOD

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently $__________

### TOTAL ESTIMATED COSTS FOR THE BASE PERIOD AND ALL OPTION PERIODS,
AGGREGATE TOTAL: $392,995,013
**Offeror's Operational Estimate**

*Contract Detention Services*

**Offeror's Operational Estimate:** Reflects distribution of proposed amounts to operate a detention facility on an ongoing basis. Excludes start-up and other costs to establish initial operations.

*Note these costs are proposed based on a 300 inmate population.*

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<th>Program Area</th>
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<th>Annual Amount</th>
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<td>Benefits</td>
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<td>Total</td>
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SECTION C

GENERAL INFORMATION

1.1. SCOPE OF WORK. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a Contractor-owned/Contractor-operated detention facility(s) for federal detainees as defined in this performance work statement (PWS), except as specified in Section C-3 as government-furnished property and services, within the geographic boundaries of Newark Airport, New Jersey (50 mile radius). The contractor shall perform to the standards in this contract. The estimated quantities of work are listed in Section B.

1.2. CONTRACTOR PERSONNEL:

1.2.1. Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person, and an alternate or alternates, who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal duty hours within 45 minutes to meet with government personnel (designated by the contracting officer) to discuss problem areas. After normal duty hours, the manager or alternate shall be available within two hours.

1.2.1.3. The contract manager and alternate or alternates must be able to read, write, speak, and understand English.

1.2.2. Contractor Employees. The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the contracting officer as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

1.2.2.1. Reserved.

1.2.2.2. In the absence of a collective bargaining agreement, the Contractor shall enter into a written employment agreement with each employee assigned to work at the facility. This agreement shall provide that, in recognition of the public safety requirements for uninterrupted services at the facility and in return for adequate consideration, including an employee grievance procedure, the employee agrees not to strike or otherwise interrupt normal operations at the facility without giving 10 days advance written notice. The Contractor shall ensure that a contingency plan covering work actions or strikes is included as a part of its Personnel Policy Manual.

1.2.2.3. In the event the Contractor negotiates collective bargaining agreements applicable to the work force under the contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

1.2.2.4. For this purpose, each collective bargaining agreement should provide an effective grievance procedure.
with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective services.

1.2.2.5. All personnel files shall be available to the CO upon request. Personnel files, including background checks, shall be maintained for the duration of the contract. The Contractor shall maintain verification of training and experience, which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual’s performance under the contract. Personnel requirements of the Contractor shall convey to all on-site sub-contractor personnel and volunteers.

1.2.2.6. Key Personnel. In addition to the Contract Manager, the following are essential personnel with respective minimum qualification requirements the Contractor should consider as critical for performance of the contract. The Contractor may use other titles. Contractors who propose not to provide these positions must explain how required services will be provided. Within fifteen days of contract award, the Contractor shall submit a written request to the CO for conditional employment approval of the Project Coordinator, Facility Director(s) and Assistant Facility Director(s). The fifteen-day period may be extended for the Facility Director(s) and Assistant Facility Directors positions, if requested in writing by the Contractor and approved by the CO.

1.2.2.6.1. Project Coordinator - Knowledge and experience within the last five years in planning and executing similar contract requirements as contained within this PWS.

1.2.2.6.2. Facility Director(s) - Knowledge of program objectives, policies, procedures and requirements for managing a secure detention facility, at the level of upper-management.

1.2.2.6.3. Assistant Facility Directors - Knowledge of program objectives, policies, procedures and requirements for managing a detention facility, at the level of mid-management.

1.2.2.7. The essential personnel listed below are commonly referred to as department heads with the following qualification requirements considered critical for the performance of this contract: knowledge of program objectives, policies, procedures and requirements specific to their department. A minimum of five years experience specific to their department is required.

1.2.2.7.1. Chief, Security Services
1.2.2.7.2. Computer Services Manager
1.2.2.7.3. Shift Supervisors
1.2.2.7.4. Food Service Administrator
1.2.2.7.5. Records Office Manager
1.2.2.7.6. Quality Control Specialist
1.2.2.7.7. Safety/Environmental Specialist

1.2.2.8. 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 COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95%.

1.2.2.9. Each month, the contractor shall submit to the COTR the current average monthly vacancy rate, and
indicate any individual positions that have been vacant more than 120 days.

1.2.3. Security Requirements.

1.2.3.1. It is essential all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of professionalism and personal integrity.

1.2.3.2. The Contractor shall develop written standards of conduct, to include those standards outlined in Technical Exhibit 2. These standards shall be maintained as a part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures in Technical Exhibit 2 in the reporting and investigating standards of conduct violation(s).

1.2.3.3. Prior to employees entering on duty (EOD) at the facility, the Contractor shall ensure the following steps are completed for each applicant as noted below:

- 1.2.3.3.1. A pre-employment interview.
- 1.2.3.3.2. Law enforcement agency checks covering the past five years.
- 1.2.3.3.3. Employment vouchering for the last five years.
- 1.2.3.3.4. Employment Eligibility Verification (BICE Form I-9)
- 1.2.3.3.5. Credit check. (Described in the Fair Credit Reporting Act).
- 1.2.3.3.6. Conditional Offer of Employment.
- 1.2.3.3.7. Urinalysis (Drug Screening).
- 1.2.3.3.8. TB Clearance
- 1.2.3.3.9. Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants receiving conditional offer. (Free Electronic Version of SF-85P and 85P-S available at http://fillform.gsa.gov)
- 1.2.3.3.10. Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved equivalent).
- 1.2.3.3.11. Notify CO of scheduled EOD and Limited Background Investigation (LBI) initiation.
- 1.2.3.3.12. Issue of personnel who transport and their license to carry firearms across state lines

1.2.3.4. Contractor responsibilities subsequent to EOD:

- 1.2.3.4.1. Notification to CO of actual EOD within 24 hours.
- 1.2.3.4.2. Receipt and review of LBI report.
- 1.2.3.4.3. Notification to CO of decision regarding employment.

1.2.3.5. The Contractor shall utilize the Pre-employment Interview Questionnaire and Guidelines of Acceptability (Guidelines) for job applicants as noted in paragraph 1.2.3.3.1. above (available to the Contractor after award). There may be occasions where a job applicant's past behavior is defined as unacceptable by the Guidelines but the Contractor still desires to select the applicant. In this case, the Contractor shall request the Guidelines be waived. This waiver request shall be submitted to the CO in writing and include: 1) the details and circumstances surrounding the applicant's behavior which is outside the Guidelines; 2) the reason(s) why the applicant should receive further consideration; and, 3) the availability of other suitable applicants.

1.2.3.6. The Contractor shall fingerprint all applicants using government-supplied forms. Completed fingerprint
forms and the SF 85P and SF 85P-S with original signatures and dates must be submitted to the CO for each applicant offered conditional employment. The Government will initiate the which includes the
The COTR will ordinarily advise the Facility Director or designee of the results of name and fingerprint checks within 90 calendar days of submission to the FBI. The Contractor shall complete paragraphs 1.2.3.3.1 thru 1.2.3.3.6 on each prospective employee prior to submitting information required by paragraphs 1.2.3.3.7 thru 1.2.3.3.8 to the CO for completion.

1.2.3.7. The Facility Director or designee of the facility shall be the Contractor’s liaison for the processing of data required for the DOJ to conduct
The information listed below shall be provided for each on-site applicant, to include sub-contractor personnel and volunteers: full name (with aliases, maiden name if applicable, or other names used); date of birth; gender; place of birth; social security number and race. Included with this information, the Facility Director or designee shall certify paragraphs 1.2.3.3.1 thru 1.2.3.3.6 above have been accomplished with satisfactory results for each applicant.

1.2.3.8. The DOJ may require additional information to process
Therefore, the Contractor’s employment application document shall contain information regarding: applicant height, weight; eye and hair color, markings, scars, tattoos, citizenship, driver’s license number and State of issue, and current address.

1.2.3.9. The Contractor shall keep the COTR apprised of the volume of applicants. THE COTR will advise the Facility Director or designee of the results of applicant checks within seven working days following receipt of accurate data from the Contractor.

1.2.3.10. Based upon the Facility Director’s certification and the results of the CO will grant conditional approval for the applicant to work under the terms of this contract. Upon receipt of this approval, the Contractor may grant the applicant a conditional offer of employment. The Contractor shall provide the CO with advance written notification of all employees’ scheduled EOD and shall notify the CO in the event of any subsequent changes.

1.2.3.11. All applicants who are offered conditional employment by the Contractor shall be subject to urinalysis testing. If the test is positive, the applicant is prohibited from working with Federal detainees. All applicants who have been offered conditional employment by the Contractor must complete the SF 85P Questionnaire for Public Trust Positions or approved equivalent. Additionally, those employees who will be authorized to carry weapons in the course of their employment under this contract must complete the SF 85P-S Supplemental Questionnaire for Selected Positions or approved equivalent. The information contained on the Contractor-developed form will become part of the background investigation for these selected positions.

1.2.3.12. The Contractor shall ensure as prescribed in the Scope and Coverage of a Technical Exhibit 6 is requested and all appropriate information received, by the Contractor-designated entity responsible for completing the employee’s EOD. Within one year of each on-site employee’s EOD, the Contractor shall obtain, review, identify and resolve derogatory information contained on the results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigations, outlined in Technical Exhibit 6, of the contract. The Contractor shall make a determination regarding the employee’s suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the CO within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames may be requested from the CO on a case-by-case basis.
1.2.3.13. The Contractor's determination regarding the retention of an employee shall be in writing and forwarded by the Facility Director to the CO with copies of the information obtained in Steps 1 - 5, 12 and 15. There may be occasions where derogatory information contained in the employee's LBI is defined as unacceptable by the Adjudication Standards, but the Contractor still desires to retain the employee. In these cases, the Contractor shall submit a written request for waiver of the Acceptability Standards to the CO, which includes the details and circumstances surrounding the employee's behavior, and the reason(s) why the employee should be retained.

1.2.3.14. The CO will be the final approval authority for all Contractor staff that work with Federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Persons with previous misdemeanor criminal convictions or a felony conviction, who are not under supervision, may be considered for employment; however, the CO shall approve all such cases. The CO shall give consideration to such factors as criminal history; time elapsed since conviction(s) and subsequent adjustment in the community.

1.2.3.15. The Contractor shall ensure all employees are reinvestigated periodically, as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Technical Exhibit 6, of the contract. Employees will be required to complete required investigative forms and fingerprint cards for submission to the COTR. The COTR will initiate the [REDACTED] which includes the [REDACTED]. Upon receipt, review, and resolution of any derogatory information contained in the reinvestigation report, the Facility Director shall forward to the CO a written determination regarding the employee's continued employment under this contract. A copy of the reinvestigation report shall be attached to the Facility Director's written request.

1.2.3.16. Reserved.

1.2.4. Employee Training.

1.2.4.1. The Contractor shall provide written policy, procedure and practice that all Contractor personnel (employed, unpaid or subcontracted), receive training prior to EOD and on an annual basis as part of the institution's in-service training plan.

1.2.4.2. Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case managers, counsellors, psychology services staff, chaplaincy staff, correctional officers, investigator officials, health/mental health care providers, etc.).

1.2.4.3. The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-approved federal, state, or county training academy or program. The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations.

1.3. QUALITY CONTROL:

1.3.1. In compliance with the contract clause entitled "Inspection of Services," Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed Price, Section E, the contractor shall provide a Quality Control Plan that contains, as a minimum, the items listed in 1.3.2 to the contracting officer for acceptance with their proposal. The Contracting Officer will notify the contractor of acceptance or required modifications to the plan before the contract start date. The contractor shall make appropriate
modifications and obtain acceptance of the plan by the Contracting Officer before the contract start date.

1.3.2. The plan shall include:

1.3.2.1. A description of the inspection system to cover all services listed on the performance requirements summary (PRS). Description shall include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. Additionally, control procedures for any government provided keys or lock combinations shall be included.

1.3.2.2. A description of the methods to be used for identifying and preventing defects in the quality of service performed.

1.3.2.3. A description of the records to be kept to document inspections and corrective or preventive actions taken.

1.3.3. The records of inspections shall be kept and made available to the government throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

1.4. QUALITY ASSURANCE. According to the Inspection of Services clause, Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed Price, Section E, the government will evaluate the contractor's performance under this contract. For those tasks listed on the PRS (Technical Exhibit 1), the contracting officer's technical representative (COTR) or evaluators will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COTR will require the contract manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the contracting officer as a result of surveillance will be according to the terms of this contract.

1.4.1. Performance Evaluation Meetings. The contracting officer may require the contract manager to meet with the contracting officer, COTR, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract and signed by the contract manager and the contracting officer or COTR. If the contractor does not concur with any portion of the minutes, such nonconcurrency shall be provided in writing to the contracting officer within 10 calendar days following receipt of the minutes.

1.4.2. Work described in the contract is subject to inspection by other agencies to include federal, state and local governments. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

1.5. PHYSICAL SECURITY. The contractor shall be responsible for safeguarding all government
property provided for contractor use. At the end of each work period, all government facilities, equipment and materials shall be secured.

1.6. RECORDS. The contractor shall be responsible for creating, maintaining, and disposing of only those government required records that are specifically cited in this PWS or required by the provisions of a mandatory directive listed in Section C-6. Applicable Publications and Forms. If requested by the Government, the contractor shall provide the original record, or a reproducible copy of any such record within 5 working days of receipt of the request.

SECTION C-2

DEFINITIONS/ACRONYMS

2.1. GENERAL DEFINITIONS:
2.1.1. Defective Service: A service output that does not meet the standard of performance specified in the contract for that service.
2.1.2. Performance Requirement: The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary and the Inspection of Services clause. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable. Any further defectives will require the government to affect the price computation system.
2.1.3. Performance Requirements Summary: A listing of the service outputs under the contract that are to be evaluated by the CO TR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.
2.1.4. Quality Assurance: A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this manual, quality assurance refers to actions by the government.
2.1.5. Quality Control: Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

2.2. TECHNICAL DEFINITIONS/ACRONYMS.
2.2.1. ACA: American Correctional Association.
2.2.2. Administrative Segregation: A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other detainees.
2.2.3. ALDF: Adult Local Detention Facilities.
2.2.4. Alien: Any person who is not a citizen or national of the United States.
2.2.5. Booking: It is a procedure for the admission of an USMS/ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
2.2.6. Classification: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.
2.2.7. Contraband: Any item possessed by detainees or found within the confines of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures.
2.2.8. Contractor: The entity, which provides the services, described in this performance work statement.
2.2.9. Contracting Officer: An employee of the government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
2.2.10. **Contracting Officer’s Technical Representative (COTR):** An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.

2.2.11. **Control Room:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution’s orderly and secure operation.

2.2.12. **Designated Service Official:** An employee of the Bureau of Immigration and Customs Enforcement designated in writing by the USMS/ICE Officer-In-Charge (OIC) to represent USMS/ICE on matters pertaining to the operation of the facility.

2.2.13. **Detainee:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.

2.2.14. **Detainee Records:** Information concerning the individual’s personal history, criminal history and medical summary and medical alerts, behavior, and activities while in custody, including, but not limited to:

   - Detainee, Personal Property,
   - Receipts, Visitors List, Photographs,
   - Fingerprints, Disciplinary Infractions,
   - Actions Taken, Grievance Reports, Medical,
   - Work Assignments, Program Participation,
   - Miscellaneous Correspondence, etc.

2.2.15. **Direct Supervision:** A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

2.2.16. **Environmental Analysis and Evaluation (EAE):** This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.

2.2.17. **Environmental Assessment (EA):** Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.

2.2.18. **Environmental Impact Statement (EIS):** Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

2.2.19. **Emergency:** Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident.

2.2.20. **Facility:** The physical plant and grounds in which the Contractor’s services are operated.

2.2.21. **Facility Administrator:** The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

2.2.22. **Finding of No Significant Impact (FONSI):** Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).

2.2.23. **Grievance:** A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.

2.2.24. **Immediate Relatives:** Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

2.2.25. **Life Safety Code:** A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
2.2.26. Medical Records: Records of medical screening assessments, examinations and diagnosis maintained in accordance with guidance by the Health Authority. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; medical alert information (medical allergies, special diets, mental status); critical information from the medical record in support of current treatments/diagnoses; and, copies of standing or direct medical orders from the physician to the facility staff.

2.2.27. Medical Screening: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.

2.2.28. On Call/Remote Custody Officer Post: These posts shall be operated on demand by the COTR and shall include, is not limited to, escorting and custody of detainees for hearings, USMS/ICE interviews, and any other location requested by the COTR.

2.2.29. Qualified Health Care Professional: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.

2.2.30. Responsible Physician: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

2.2.31. This includes but is not limited to:

2.2.32. This includes but is not limited to:

2.2.33. 

2.2.34. 

2.2.35. 

2.2.36. Standing Medical Orders: Written orders, by a physician, to health care personnel and health trained personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

2.2.37. Training: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

2.2.38. Transportation Costs: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.

2.2.39. This includes but is not limited to:

SECTION C-3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3. GENERAL INFORMATION. If applicable, the government shall provide the facilities, equipment, materials, and services listed here.
3.1. Government-Furnished Property:

3.2. GOVERNMENT-FURNISHED SERVICES. Not Applicable.

SECTION C-4

CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1. GENERAL INFORMATION. Except for those items or services specifically stated in Section C-3 as government furnished, the contractor shall furnish everything needed to perform this contract according to all its terms.

SECTION C-5

5. SPECIFIC TASKS

5.1. GENERAL INFORMATION. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a Contractor-owned/Contractor-operated detention facility(s) for federal detainees as defined in this performance work statement (PWS), except as specified in Section C-3 as government-furnished property and services.

5.1.1. The facility shall be provided to accommodate at least 300 detainees at a single site. In addition, the institution shall include a special housing unit (segregation) with a capacity of at least [redacted] of the facility rated capacity.

5.1.2. The facility shall be located within the geopolitical boundaries of Elizabeth County, New Jersey. The facility(s) shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

5.1.3. The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Justice (DOJ) and the Department of Homeland Security (DHS), Immigration Customs and Enforcement (ICE) Detention and Removal Operation. ICE Detention and Removal promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation’s immigration laws. The DOJ is responsible for the custody of individuals arrested or detained for violations of Federal law. Pending the resolution of their cases, these individuals remain in the custody of DOJ. While in custody, DOJ must ensure that such individuals are housed in safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

5.1.4. Within 90 days of contract award, the Government may perform numerous assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP) (See Section F.2).

5.1.5. If the OFDT determines the Contractor is capable of accepting detainees, the NTP will be issued. The
Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

5.1.6. Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO. The Contractor does not have a right of refusal and shall take all referrals. The contractor is prohibited from constructing any additional beds space or facilities at the contract location without the prior written approval of the CO.

5.1.7. All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor shall comply with, DOJ and ICE regulation, Congressional mandate, Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e., equitable adjusment) under the terms and conditions of the contract.

5.1.8. The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

5.1.9. Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current American Correctional Association (ACA) Standards and Performance-Based Standards for Adult Local Detention Facilities (ALDF).

5.1.10. If applicable, the Contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

5.1.11. Accomplishments of some ACA standards are augmented by DHS/ICE or DOJ policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE or DOJ policy or standards, DHS/ICE or DOJ policy and standards prevail.

5.1.12. This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

5.1.13. All records related to contract performance should be retained in a retrievable format for the duration of 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.

5.1.14. Reserved.

5.1.15. 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, subcontractors, employees, assignees or any one for whom the Contractor may be responsible. The Contractor shall
also be liable for any and all costs, expenses and attorneys 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.

5.1.16. 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.

5.1.17. 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 the filing. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

5.1.18. 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.

5.1.19. The Contractor shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the CO. The Contractor shall promptly make public announcements stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.

5.1.20. 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.

5.2. Administration and Management

5.2.1. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention. All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

5.2.2. Manage Receiving and Discharge of Detainees. The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

5.2.1.1. Detainees shall be fingerprinted in accordance with the ICE policy on Admissions Documentation. The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population. A psychological screening shall be conducted within 24 hours of arrival at the facility.

5.2.1.2. The Contractor shall provide a detainee classification system that ensures detainees are classified appropriately using objective criteria, and kept physically separate from detainees in other categories. Detainees
will be classified upon arrival, before being admitted to the general population.

5.2.3. Manage and Account for Detainee Assets (funds, property). The Contractor shall have a written standard procedure for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy. 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) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

5.3. SECURITY/CONTROL/DETAINEE ACCOUNTABILITY

5.3.1. Securely Operate the Facility

5.3.1.1. Policy and procedures for the maintenance and security of inmate personal property shall be developed. The procedures shall include, but are not limited to:

5.3.1.2. Staff responsible for shall receive training and be certified from a Government approved training program... Staff shall receive training and be certified from a Government approved training program....

5.3.1.3. The Contractor shall provide [Redacted] of the facility. may be provided via [Redacted]. Also... provided via [Redacted].

5.3.1.4. Policy and procedures shall require that... only under direct staff supervision. [Redacted]

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

5.3.2. 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. This program shall include training that is given separately to both staff and detainee alike.

5.3.3. Enforce the Detainee Disciplinary Policy. The Contractor shall comply with the ICE Disciplinary Policy. Facility authorities will take disciplinary action against any detainee that is not in compliance with the rules and procedures of the facility.

5.3.4. Maintain Detainee Accountability. A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum of 30 days.

5.3.5. Collect and Disseminate Policy and procedures for collecting, analyzing and disseminating regarding issues affecting shall be developed. This information should include, but not be limited to: [Redacted]...
The Contractor shall share all
with the Government.

5.3.6. Provide Security Inspection System.

5.3.7. The Contractor will develop and maintain a security inspection system with the aim of

 ensuring that the Contractor's inspections program will meet
the requirements of the ICE policy for Security Inspections.

5.3.7.2. The Contractor shall report all criminal activity related to the performance of this contract to the
appropriate law enforcement investigative agency.

5.3.7.3. The Government may investigate any incident pertaining to performance of this contract. The Contractor
shall cooperate with the Government on all such investigations.

5.3.7.4. The Contractor shall immediately report all serious incidents or criminal activity to the COTR. Serious
incidents include, but are not limited to the following:

- 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.

5.3.7.3. Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan
for the contracted facility if deemed necessary.

5.3.7.4. The emergency plans shall include provisions for providing all additional facility staff members shall be
provided by the Contractor, and maintained in a safe condition of the facility.

5.3.7.5. 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.

5.3.7.6. The CO shall be notified immediately in the event of an escape. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy regarding Emergency Plans.

5.3.7.7. The Contractor shall submit to the CO a proposed inventory of intervention equipment (e.g., _______________) intended for use during performance of this contract. The CO, prior to issuance of the NTP, shall give concurrence to concurred with the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

5.3.7.8. 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 institution. The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal government and ICE policy on Use of Force.

5.3.8. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

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

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

5.3.8.3. In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from ICE.

5.3.8.4. The Contractor is required to develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor will notify the ICE point of contact within hours of a security incident.

5.4. HEALTH SERVICES

5.4.1. Public Health Service staff designated by ICE will provide all health services.

5.4.2. Terminology Explanation:

5.4.1.1. Health Authority - A USPHS designated official responsible for health care services at the facility.

5.4.1.2. Health Care - The sum of all action taken, preventive and therapeutic, to provide for the physical and mental medical well being of the detainee population.

5.4.1.3. NCCHC - National Commission on Correctional Health Care

5.4.1.4. USPHS - United States Public Health Services, Division of Immigration Health Services, Immigration and Naturalization Service.
5.4.3. **American Corrections Association (ACA) Accreditation.** USPHS shall be responsible for compliance with all ACA direct health care delivery standards and shall cooperate with the contractor in the accreditation process.

5.4.4. **Preliminary Medical Assistance and Health Care Training.** The contractor shall coordinate with USPHS to ensure that all employees have current certification in emergency first aid care and that all employees receive pre-service and annual training in the following areas:

5.4.23.1. The ability to respond to health related situations within four minutes;
5.4.23.2. Recognition of signs and symptoms, and knowledge of action required in potential emergency situations
5.4.23.3. Administration of first aid and cardiopulmonary resuscitation (CPR);
5.4.23.4. Methods of obtaining assistance;
5.4.23.5. Recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency and;
5.4.23.6. Procedures for patient transfers to appropriate medical facilities or health care providers;
5.4.23.7. Administration of medication by non-medical personnel and;
5.4.23.8. Use of universal precautions.

5.4.5. The contractor shall complete an inventory of all existing contractor-owned medical equipment, furniture, and supplies assigned to the medical unit and provide a copy to the CO within ten days following execution of a modification. The contractor shall make all existing medical equipment, furniture and supplies available for the use of USPHS. Upon notification by USPHS, the contractor shall remove contractor-owned medical equipment, furniture and supplies from the health services unit and shall facilitate the delivery and installation of USPHS equipment, furnishings and supplies.

5.4.6. The USPHS will be responsible for providing all health care services. The contractor shall provide all necessary support to facilitate the delivery of health care services by USPHS. The contractor shall maintain open communication with USPHS to include regularly scheduled (no less than quarterly) meetings between the facility Chief Executive Officer and the Health Authority, participation by the Health Authority, or designee, in all general department head/supervisory meeting, and coordination and cooperation between USPHS and other departments with in the facility. USPHS shall perform in accordance with the standards of, and maintain accreditation by, NCCHC. The contractor shall be responsible for compliance with all NCCHC conditions of confinement standards and shall cooperate with USPHS in the accreditation process.

5.4.7. The contractor shall provide space to operate the health unit including respiratory isolation, mental health unit, and inpatient infirmary area. The contractor shall be responsible for maintenance and sanitation of the health unit physical plant and the provision of support services including, but not limited to, utilities, communication capabilities (computer and telephone lines/services), climate control, and lighting. The contractor shall facilitate the installation of telemedicine equipment including the necessary data and telephone lines, by a vendor identified by USPHS. The cost for telemedicine installation will be the responsibility of USPHS. Current configuration of the facility is satisfactory to meet this requirement.

5.4.8. The contractor shall provide direct security supervision of detainees in the health unit no less than 24 hours per day, 7 days per week. The contractor shall provide the necessary staff to maintain security and control of the health unit. The contractor shall provide additional security assistance and emergency response as requested by USPHS. The contractor shall coordinate and escort detainees to the health unit for sick call, appointments, in
5.4.9. The contractor shall develop and implement a comprehensive plan and procedures to safeguard employees against exposure to blood borne pathogens as prescribed by OSHA. Contractor employees working in the area with detainees with communicable diseases must comply at all times with the requirements of 29 CFR 1910.134. The contractor shall furnish all necessary equipment and employee testing to comply with these requirements.

5.4.10. In coordination with USPHS, the contractor shall develop and implement written policy and procedures that define emergency health care evacuation of detainee(s) from within the facility.

5.4.11. As directed by the COTR, the contractor shall provide transportation, supervision, and security services for detainees assigned to outside health care treatment and 24-hour per day security coverage for detainees assigned to off-premise hospitalization.

5.4.12. Circumstances requiring the use of force and suicide observation within the scope of health care delivery shall be the responsibility of the contractor. The contractor shall assist USPHS in examination of detainees who have been subjected to a use of force. The contractor shall work with USPHS in a team approach to manage detainee behavioral conduct issues. The USPHS will evaluate instances of detainee misconduct to determine if individual detainees behavioral problems are due to mental illness or other reasons. The USPHS shall be the sole approval authority for housing assignments to the health unit.

5.4.13. USPHS will provide, control, and administer prescribed and over-the-counter medication to the facility population.

5.4.14. The contractor shall support and facilitate the USPHS in completion of health screening within 24 hours of a detainees arrival at the facility. The contractor shall provide advanced notice of detainee arrival wherever possible. At no time shall the contractor allow detainees who have not received health screenings to be placed in the general population.

5.4.15. During intake processing the USPHS shall provide detainees with written instructions for gaining access to health care services. The USPHS shall ensure written (oral if detainees is identified as being unable to read) instructions are provided to all detainees in the detainee's native language. The detainees shall similarly be provided with instructions and assistance in personal hygiene, dental hygiene, grooming and health care.

5.4.16. The Contractor shall immediately notify the COTR and USPHS if a detainee is suspected of having communicable or debilitating health problems, which may require medical attention.

5.4.17. The contractor shall provide detainees with the opportunity to submit written health care request requests and/or complaints to USPHS in a confidential manner and ensure such health care communication is delivered to the health unit for appropriate follow-up.

5.4.18. The contractor shall ensure that detainees are provided access to sick call on a daily basis or as determined necessary by USPHS. If a detainee's custody status precludes attendance at sick call in the main health unit, the contractor will provide for sick call services in the place of the detainee.
5.4.19. In the event of a detainee’s death, the contractor shall immediately notify the COTR and the Health Authority. The contractor shall be responsible to identify the remains, notify the next of kin, request an autopsy if required and transport the remains.

5.4.20. The contractor shall be responsible for the placement of first aid kits in facility locations identified by USPHS. USPHS shall be responsible for supply maintenance of all required first aid kits.

5.4.21. The contractor shall develop a comprehensive evacuation plan for the facility, which will include arrangements for the evacuation of disabled detainees and separate transportation of detainees who are in respiratory isolation.

5.4.22. The contractor shall provide written and verbal notice to USPHS of intra-facility detainee transfers and will inform USPHS of removal of detainees from the facility. The contractor will facilitate USPHS in assuring that medications are provided to detainees at the time of removal from the facility.

5.4.23. Manage a detainee death in accordance with ICE policy established regarding terminal illness, advance directives, and death. In the event of a detainee death, the Contractor shall immediately notify the CO 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 forwarded to the designated family member, the nearest of kin or the Consular Officer of the detainee’s country of legal residence.

5.4.23.1. 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.

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

5.4.23.3. The Contractor 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.

5.5. FOOD SERVICE

5.5.1. Manage food service program in a safe and sanitary environment

5.5.1.1. 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.

5.5.1.2. The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE policy on Food Service.

5.6. DETAINEE SERVICES AND PROGRAMS
5.6.1. **Manage Detainee Mail and Correspondence Service.** The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all requirements of the ICE policy on Correspondence and Other Mail.

5.6.2. **Manage Multi-Denominational Religious Services Program.** The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the ICE standard on Religious Practices.

5.6.3. **Provide for a detainee recreation program.** The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all recreation activities.

5.6.4. **Manage and Maintain a Commissary**

5.6.4.1. 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 ICE policy. The commissary inventory shall be provided to the CO upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

5.6.4.2. Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the detainee. 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. The Contractor shall provide independent auditor certification of the funds to the COTR every 90 days.

5.6.4.3. At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

5.6.4.4. 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.

5.6.5. **Manage and Maintain a Detainee Telephone System**

5.6.5.1. Provide detainees with reasonable and equitable access to telephones as specified in ICE policy on 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.

5.6.5.2. 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.

5.6.5.3. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state and local telephone regulations.
5.6.6. Manage a Detainee Work Program

5.6.6.1. Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor. The detainee work plan must be voluntary, and may include work or program 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. (Technical Exhibit 7 - ICE Voluntary Work Program Form)

5.6.6.2. Detainees shall not be used to perform the responsibilities or duties of an Employee of the Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. 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.

5.6.7. Provide for the Special Needs of the Female Detainee Population. The Contractor's health care plans and procedures shall also address female health care issues. The government shall provide programs and services relative to the female gender.

5.6.8. Law Library. The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE Legal Materials Access Standard.

5.7. Physical Plant

5.7.1. 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 except as otherwise noted.

5.7.2. The facility, whether new construction or an existing physical plant, shall be designed, constructed, 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.

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

5.7.4. The Contractor shall provide and maintain an

5.7.5. The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

5.7.5.1. The Uniform Building Code (UBC), with the State of facility location's Amendments
5.7.5.2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
5.7.5.3. The Standard Building Code (SBC)
5.7.6. In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC.

5.7.7. Whether new construction or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

5.7.8. E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

5.7.9. The facility, whether new construction or existing physical plant, shall comply with the requirements 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.

5.7.10. Activities, which are implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall 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 Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42 U.S.C. 4321.

5.7.11. The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, 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 Contractor shall 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 Contractor 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 Contractor, its agent or designee, a detainee, visitor, or any third party.

5.7.12. If a spill(s) or release(s) of any substance into the environment occur, the Contractor immediately reports the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

5.7.13. 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

5.7.14. 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 most current edition of the applicable NEC and Life Safety Codes.

5.7.15. The Contractor shall provide outside lighting sufficient to illuminate in all areas.

5.7.16. For new construction or existing physical plant, final and completed, the Contractor prior to issuance of the contract shall submit design/construction documents to the CO. For all new construction, the construction schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis. DOJ staff will make periodic visits during construction 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 CO 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 CO in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

5.7.17. Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

5.7.18. The government anticipates a nominal number of 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. A number of ICE, EOIC, and DOJ staff will be operating on site to conduct IHP operations. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency the contractor shall notify the COTR promptly.

5.7.19. The Contractor shall provide operational space for ICE, DOJ, and EOIR operations. Technical Exhibit 3 outlines specific requirements. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

5.7.20. Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The Contractor shall be responsible for all maintenance, security and costs associated with space designated for Government staff.

5.7.21. The Contractor shall provide no less than 25 parking spaces for Government use.

5.8. **REMOTE CUSTODY AND TRANSPORTATION SERVICES.** Provide remote custody and transportation services as specified in Technical Exhibit 8.

**SECTION C-6**
APPLICABLE PUBLICATIONS AND FORMS. Publications and forms that apply to the PWS are listed below. The publications and forms have been coded as mandatory or advisory. The contractor is obligated to follow those publications and use those forms coded as mandatory to the extent specified in other sections of this PWS. The contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in this PWS. All publications and forms listed shall be made available by the government at the start of the contract.

It is the responsibility of the contractor to establish follow-on requirements with the publications distribution office. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The contractor shall immediately implement those changes that result in a decrease or no change in the contract price and notify the contracting officer in writing of such change. Should a decrease in contract price result, the contractor shall provide a proposal for a reduction in the contract price to the contracting officer. Before implementing any change that will result in an increase in contract price, the contractor shall submit to the contracting officer a price proposal within 30 calendar days following receipt of the change by the contractor. The contracting officer and the contractor shall negotiate the change into the contract under the provisions of the contract clause entitled "Changes." Failure of the contractor to submit a price proposal within 30 calendar days following receipt of the change entitles the government to performance according to such change at no increase in contract price (unless the time requirement is waived by the contracting officer according to paragraph (c) of the Changes clause).

6.1.1. Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current editions of the following:

6.1.2. Mandatory

6.1.2.1. Performance-Based Standards for Adult Local Detention Facilities, 4th Edition
6.1.2.2. Uniform Federal Accessibility Standards / Fed Std. _795 4/01/88 Edition" (UFAS)
6.1.2.3. 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 regulations: 44 U.S.C., 21, 29, 31 and 33; 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 or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.

6.1.3. Advisory
SECTION D - PACKAGING AND MARKING

1.1 Payment for Postage and Fees. All costs incurred by the Contractor for postage and fees required for performance of this contract shall be paid by the Contractor.

1.2 Marking. All information submitted to the Contracting Officer, Contracting Officer’s Technical Representative shall clearly indicate the Contract Number ODT-5-C-0010.
SECTION E – INSPECTION AND ACCEPTANCE

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.
SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.armed.gov

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<table>
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</table>

F.2 PERFORMANCE

2.1 Within 90 days of contract award, contract performance shall begin upon written issuance of the Notice to Proceed (NTP) signed by the Contracting Officer. Upon receipt of the NTP, the contractor shall immediately begin accepting detainees. The contractor's ability to perform in accordance with the terms of the contract will be assessed prior to issuance of the NTP.

2.2 The performance period of the contract shall be effective from the NTP through September 30, 2008 with the Government's unilateral right to exercise the five (5) individual three-year option periods in accordance with the terms of this contract.
SECTION G – CONTRACT ADMINISTRATION DATA

1.1 CONTRACTING OFFICER (CO). The following Contracting Officer will represent the Government for the purpose of this contract:

Office of the Federal Detention Trustee
National Place Building, Suite [redacted]
1331 Pennsylvania Ave, NW
Washington DC, 20530
Phone: 202-353-[redacted]
Fax: 202-353-4611

1.1.1 The Contracting Officer is responsible for directing or negotiating any changes in terms, or amounts cited in the contract. Only the Contracting Officer has the authority to:

- increase or decrease the contract amount;
- direct or negotiate and changes;
- modify or extend the period of performance;
- authorize payment under this contract;
- otherwise modify any terms or conditions of this contract.

1.2 Contracting Officer’s Technical Representative (COTR) (JAR 2852.201-70) (JAN 1985)

(a) [redacted] of the Office of the Federal Detention Trustee, National Place Building, Suite [redacted]
1331 Pennsylvania Ave, NW, Washington DC, 20530, Phone: 202-353-[redacted] Fax: 202-353-4611, is hereby designated to act as Contracting Officer’s Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor’s obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

1.3 INVOICE PREPARATION AND SUBMISSION. In consideration for the contractor’s satisfactory performance of services called for under this contract, monthly payments shall be made to the contractor at the rates identified in Section B. An appropriate invoice to be submitted to the COTR at the address listed above must include:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration.
- Monthly vacancy rate (Section C, paragraph 1.2.2.9)
SECTION II - SPECIAL CONTRACT REQUIREMENTS

1.1 CHANGE IN KEY PERSONNEL. Following contract award, any change in key personnel listed in Section C, paragraphs 1.2.2.6 and 1.2.2.7 during contract performance, is subject to the review and approval of the CO. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

POST-AWARD PERFORMANCE CONFERENCE

1.2.1 A post-award performance conference may be held prior to issuance of the Notice to Proceed. The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce OFDT and contractor staff; and resolve as many potential problems as possible before performance.

1.2.2 Contractor participation in the post-award performance conference is required. The Contract Manager, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

INSURANCE REQUIREMENTS. Coverage shall be at least to the following minimum limits. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

1.3.1 Workers' Compensation Insurance in an amount required by the law of the state in which the institution is located for all employees of the contractor;

1.3.2 General Liability Insurance in an amount not less than two million dollars ($2,000,000) for each occurrence with an aggregate of at least five million dollars ($5,000,000). Stand-alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

1.3.2.1 Coverage shall also include medical and professional liability for nurses, doctors, attorneys, counsellors, psychologists and/or social workers.

1.3.2.2 Coverage to include unlimited defense coverage in addition to limits of liability;

1.3.3 Automobile and other vehicle liability insurance in an amount not less than $2,000,000 per occurrence, insurance is to be provided under a business auto form; Contractor must provide proof prior to performance date that all required insurance has been obtained. Proof of the renewal will be required on the anniversary date of the policy.
## SECTION 1 – CONTRACT CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address(es): www.armed.gov

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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1.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding until so approved.

1.2 52.215-19 Notification of Ownership Changes (Oct 1997)

The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;
(2) Provide the ACO or designated representative ready access to the records upon request;
(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

1.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.
The Contracting Officer may exercise the option by written notice to the Contractor within the current performance period.

1.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not obligate the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 years.

1.5 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

(See Section J, Attachment 1)

1.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIAION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Justice clause with an authorized deviation is indicated by the addition of "(DEVIAION)" after the name of the regulation.
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**Fringe Benefits Required Follow the Occupational Listing**

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<td>29100</td>
<td>Flight Simulator/Instructor (Pilot)</td>
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<td>29160</td>
<td>Instructor</td>
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<td>31260</td>
<td>Parking and Lot Attendant</td>
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<td>31290</td>
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<td>31361</td>
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<td>Miscellaneous Occupations</td>
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<td>99020 - Animal Caretaker</td>
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<td>99050 - Desk Clerk</td>
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<td>99085 - Embalmer</td>
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<td>99300 - Lifeguard</td>
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<td>99310 - Mortician</td>
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<td>99350 - Park Attendant (Aide)</td>
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<td>99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)</td>
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<td>99500 - Recreation Specialist</td>
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<td>99510 - Recycling Worker</td>
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<td>99620 - School Crossing Guard (Crosswalk Attendant)</td>
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<td>99630 - Sport Official</td>
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<td>99658 - Survey Party Chief (Chief of Party)</td>
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<td>99659 - Surveying Technician (Instr. Person/ Surveyor Asst./Instr.)</td>
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<td>99660 - Surveying Aide</td>
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<td>99690 - Swimming Pool Operator</td>
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<td>99730 - Vending Machine Repairer</td>
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<tr>
<td>99740 - Vending Machine Repairer Helper</td>
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.59 an hour or $103.60 a week or $448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordinance, 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 regrading 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.

**NOTES APPLYING TO THIS WAGE DETERMINATION**

Source of Occupational Title and Descriptions:


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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(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 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 perform 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.
TE 1. PERFORMANCE REQUIREMENTS SUMMARY

TE 1.1. General: In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based contracting methods are to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards. Further, the contract specifies procedures for adjustment to the price of a fixed-price contract when services are not performed or do not meet contract requirements. In addition, Performance-based contracts shall use measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).

TE 1.1.1. IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring services. These plans shall recognize the responsibility of the contractor to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Performance Work Statement. The QASP focuses on the level of performance required by the Performance Work Statement, rather than the methodology used by the contractor to achieve that level of performance.

TE 1.2. Authority for Inspection and Acceptance. IAW with the clause located at 52.246-4, Inspection of Services - Fixed Price, the Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

TE 1.2.1. The QASP is not part of the contract nor is it intended to relieve the contractor's quality control responsibilities. To ensure that services performed conform to contract requirements, the Government may use one or more inspection review systems.

TE 1.2.2. The contract requirements are divided into various disciplines, each of which has a number of functional areas. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

TE 1.2.3. The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

TE 1.3. Methods of Surveillance. The following methods of surveillance shall be used in the administration of the Quality Control Plan:

TE 1.3.1. Systematic. Systematic reviews will be scheduled reviews focusing on the functional areas. The review team may consist of contracted subject matter expert review teams (SME's) of Immigration and Customs Enforcement (ICE).

TE 1.3.2. Ad-Hoc. Reviews will be conducted as a result of special interest arising from routine monitoring of the contractor's quality control system and unusual occurrences pertaining to the contract or other Government concerns. The Reviewer's Guide will be used to conduct these reviews.

TE 1.4. Facilities
TE 1.4.1. The facility will be reviewed at least once every twelve months in accordance with the terms of the contract. Reviews may be done on a more frequent basis if specified in the contract, or if facility performance is found to be substandard.

TE 1.4.2. The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be determined based on performance to be Acceptable: Level of performance in the aggregate meets the performance standard; deficiencies are minor and no outstanding elements of performance are present within the review guidelines; unacceptable: Level of performance in the aggregate fails to meet the performance guidelines; deficiencies are pervasive. The aforementioned ratings will be applied in relation to the applicable payment schedule and delivery of services.

TE 1.5. Review Process. A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive “Deficient” or “At-Risk” performance ratings, the facility will undergo a follow-up review phase. A review for the facility will not be considered final until the follow-up review phase has been completed. If all of the facility’s reviewed programs are judged to be “Acceptable” or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans. More details on activities that will occur during each of the review phases are provided in the following sections.

TE 1.6. Discovery of Deficiencies. The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. Although the review team will consider concerns identified by detainees during interviews, the government will maintain a separate formal process for evaluating and acting upon formally lodged detainee complaints.

TE 1.6.1. A deficiency is defined as “a facility or facility administration problem or weakness noted by the review team that needs to be corrected.” In its broadest sense, a deficiency includes any condition needing improvement, but the term “deficiency” also can be used to describe:

- Deviations from policy or regulation
- Weaknesses in internal controls
- Lack of quality controls
- Failure to observe accepted standards of practice for a particular profession
- Lack of operating efficiency
- Failure to meet program objectives
- Non-conformance with a key standard within the functional areas

TE 1.6.2. For each deficiency in a program area discovered during the on-site review, the review team coordinator will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the seriousness, or materiality, of each deficiency, the review team coordinator will consider the risk presented by the deficiency to the facility’s ability to effectively conform to the functional areas. The pervasiveness of the condition, the magnitude of deviation from expectations, and the effect on the facility’s internal controls will also be weighed.

TE 1.6.3. If the review team coordinator concludes that the deficiency is material enough to warrant a significant finding, the review team will collect and organize evidence of the deficiency in a manner that supports
the significant finding and will investigate its causes and effects for inclusion in the facility review report. Several detected deficiencies could contribute to one significant finding and one deficiency might provide evidence for multiple significant findings. Each significant finding presented in the report will describe the deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and potential effects, suggest its probable cause, and identify required (binding) and recommended (non-binding) corrective action(s) to rectify the deficiency.

TE 1.6.4. Deficiencies deemed by the review team coordinator to be insufficiently material to justify presentation, as one or more significant findings will be disclosed in a separate section of the facility review report. This separate section will include non-binding recommendations for corrective action that the contractor will be encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by itself, cause the facility to receive a lower performance rating during its next facility review. However, if the facility exhibits worsening performance partly as a result of not implementing the recommended corrective action, it could earn a lower performance rating during the next review.

TE 1.7. Life-Threatening Conditions and Public Safety Concerns. Review team members will alert the review team coordinator to any facility conditions that might pose a threat to detainees' lives or compromise facility security to a degree that the lives of facility staff or the public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the review team coordinator confirms the condition's severity, he or she will discuss it with the contractor as soon as possible, and will encourage the contractor to correct the condition before the on-site inspection is completed.

TE 1.8. Fraud, Abuse, and Illegal Acts. The review team will inform the review team coordinator if it discovers any evidence of fraud, abuse, or illegal acts. The review team coordinator will inform the contractor of these discoveries and will include descriptions of the offending activities in a special and prominent section of the facility review report.

TE 1.9. Hindered Reviews. Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an "At-Risk" performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

TE 1.10. Cancellation of Reviews due to Unforeseen Circumstances - Scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The review team coordinator will inform the contractor of the dates for the rescheduled review within 10 days of the original review's postponement. A contractor can request a facility review postponement by formally submitting a request to the Review Team Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file of the corresponding facility; this file will include a signed formal letter explaining why the postponement was needed.

TE 1.11. Performance Ratings. The review team will assess and indicate the levels at which each facility performs its prescribed functions. During a facility review, performance ratings will be assigned to the facility for each of the nine programs identified by the functional areas. The review team will use the individual program
performance ratings to assign an overall performance rating to the facility and the overall rating will, in turn, influence the frequency with which the facility is reviewed in the future.

TE 1.12. Ratings. The following is a list of ratings that will be used to represent facility program performance:

TE 1.12.1. Excellent: The program conforms to the functional areas in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

TE 1.12.2. Good: The program conforms to the functional areas in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

TE 1.12.3. Acceptable: The program is meeting the requirements of the functional areas. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standard; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

TE 1.12.4. Deficient: The program is unable to meet the requirements of one or more of the functional areas. Internal controls are weak, resulting in serious deficiencies in one or more areas. Level of performance in the aggregate fails to meet the performance standard; deficiencies are pervasive.

TE 1.12.5. At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the functional area and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. Level of performance in the aggregate fails to meet the performance standard; deficiencies require immediate corrective actions.

TE 1.13. Overall Performance Rating. After the individual program performance ratings for a facility have been determined, the Review team coordinator will assign an overall performance rating to the facility and include the rating in the facility review team report. The overall facility performance ratings are identical to the program performance ratings—"Excellent", "Good", "Acceptable", "Deficient", and "At Risk"—but are applied at the discretion of the Review Team Coordinator, who will examine the individual program performance ratings and exercise his/her professional judgment of the facility’s overall performance. Similarly, review team members will exercise their professional judgment when reviewing the facility review report and may elect to change the overall performance rating. However, the overall program performance rating assigned to the facility will be no more than one level higher than the lowest performance rating received by any of the nine facility programs. For example, if one of a facility’s programs receives a "Deficient" rating, the overall performance rating for the facility cannot be higher than "Acceptable," even if the facility’s other eight programs all receive "Excellent" ratings.

TE 1.14. Review of Conclusions

TE 1.14.1. Review of Initial Review Report. The review board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the review team coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings
that appear inconsistent with the report narrative.

TE 1.14.2. Transmittal of Report to Contractor. The review team coordinator will make the stipulated report changes within 10 days after receiving comments from the review board, and will transmit the updated report to the review board, Contracting Officer and contractor. If no corrective actions are required, the contractor will contact the review team coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the review team coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The review team coordinator will review the contractor administrator's response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility review report issue. The facility review team coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.

TE 1.14.3. Appeals of Review Findings. If the contractor disagrees with any finding, binding recommendation, or performance rating, he or she will submit a formal written appeal to the review board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The review board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the review board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the review team coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the review team coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report.

TE 1.14.4. "Acceptable," "Good," and "Excellent" Program Reviews. If the final facility review report indicates that each of the reviewed facility programs received a rating of "Acceptable" or better, the facility review will be closed after corrective actions have been completed and action plans have been developed, and the Contracting Officer and contractor will be notified of the closure in writing. Facility programs will be scheduled for their next reviews in accordance with the scheduling considerations described in Section 3.7 (Facility Review Scheduling).

TE 1.14.5. "Deficient" Program Reviews. Any facility programs receiving a "Deficient" performance rating will undergo a follow-up review phase immediately after the final review report is issued. The facility review will not be closed until this follow-up review phase is completed.

TE 1.14.6. "At-Risk" Program Reviews. If the final report assigned an "At-Risk" performance rating to any facility program, the detainees will be relocated to alternate facilities, if possible, without creating substantial difficulties for the affected federal agencies. Any facility programs receiving an "At-Risk" performance rating will undergo a follow-up review phase immediately after the final review team report is issued. The facility review will not be closed until this follow-up review phase is completed.
TE 1.15. Follow-up Review

TE 1.15.1. Communication of Corrective Actions Needed. The review team coordinator or an assigned monitor will assist and track the facility's progress in correcting deficiencies and implementing needed improvements. As mentioned previously, the contractor is responsible for determining whether the corrective actions prescribed in the facility review team report can be completed within 30 days of issuance of the report. For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the review team coordinator and Contracting Officer within 30 days of the final facility review report issue. The review team coordinator will review the action plans and determine whether they will adequately address the underlying deficiencies. Any concerns will be discussed immediately with the contractor, who will formally notify the review team coordinator after all action plans have been completed.

TE 1.15.2. Review of Completed Corrective Actions. The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the review team coordinator or other designated monitor. After receiving documentation of completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The review team coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an "Acceptable" level. The review team coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.

TE 1.15.3. Follow-Up Review Report. No later than 14 days after the end of the follow-up inspection, the review team coordinator or monitor will prepare a formal written report presenting the results of the follow-up review, and will submit this report to the contractor and review board. If no on-site inspection is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an "Acceptable" performance level or better. If the review team coordinator or monitor deems that facility changes are adequate, the follow-up review and facility review will be closed, the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.

TE 1.15.4. Appeals of Follow-Up Conclusions. If the review team coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an "Acceptable" performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility's improvements meet the corrective actions prescribed. The review board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the review board's decision, if the review board agrees with the contractor argument. The follow-up review and facility review will be closed, the Contracting Officer and contractor will be notified of the closure, and the next facility program reviews will be scheduled.
TE 1.15.4.1. If the contractor does not appeal the conclusion (i.e., that program performance has not improved to a rating of "Acceptable" or better), or if the review board denies the contractor appeal of this conclusion, the review board will decide the course on which to proceed with the facility. In such a case, the review board could elect to terminate use of the facility and relocate detainees to a suitable facility. If the facility review process determines that a non-federal facility is at risk and has become unsuitable for continued housing of federal detainees, the review coordinator will immediately telephonically contact, and provide written notification of the facility's status to, the USMS and/or ICE for consultation prior to the removal of any detainees from that facility. If there is substantial demand for the facility's bed space, and the facility displays the desire and ability to improve deficiencies, the review board might choose to instead have the facility undergo another follow-up review cycle. In this scenario, the sequence of actions will be identical to those described at the beginning of the follow-up review phase. Although the same review team coordinator or monitor will not necessarily be assigned to the second follow-up review cycle, doing so will promote efficiency. If the problematic facility programs still do not meet or exceed "Acceptable" levels after the second follow-up review cycle, the review board could specify additional review cycles. However, because significant staff resources are required for each review cycle, the benefit of continuing the follow-up review process rather than waiting until the next regularly scheduled review will be carefully considered.

TE 1.15.5. Waivers and Modified Use Agreements. If the review board determines that detainees will not be removed from the facility, the review board could waive conformance to certain evaluation criteria, possibly limiting the facility to modified use. The review team might prefer one of these alternatives to terminating or delaying the government's use of a facility, particularly if no suitable alternate facilities are available for use. A waiver typically will be issued for each deficiency that prohibits a facility program from being evaluated as "Acceptable" or better. Several waivers could be issued for a given facility. Any waivers that the review board issues will have expiration dates not exceeding 12 months from date of issue, will be signed by the review board leader, and will be referenced in the follow-up review and facility review reports. Waiver copies will be distributed to the contractor and to review team coordinator for placement in the follow-up review report.

TE 1.15.6. Modified facility use could be ordered if, by restricting its use, the facility could house detainees without compromising detainee safety and security. For example, a facility that does not successfully complete the follow-up review process might be prohibited from housing detainees for more than 72 consecutive hours, pursuant to a temporary use agreement. Decisions to permit modified facility use will be formally documented and disseminated similarly to waivers. After the necessary waivers and restrictions have been obtained, the follow-up review and facility review will be closed, the contractor will be notified of their closure, and the next facility program reviews will be scheduled. Again, none of the performance ratings for facility programs will be altered as a result of the follow-up review.

TE 1.15.7. Filing and Retention of Review Report. When a facility review is closed, all reports completed as part of the facility review—including completed and closed follow-up review reports—will be included in the facility review file. An inventory of reports other background information regarding the facility's performance that were collected from other agencies during the pre-inspection preparation phase will also be kept. The government will retain these support documents and all working documents generated during a facility review in accordance with requirements in the FAR. Only one review file and set of support documents will be retained for each facility. After the retention period has elapsed, the government will archive the working documents in accordance with government regulations.

TE 1.16. This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, the Performance Work Statement (PWS), professional guidelines referenced by the PWS, applicable Government policy and any other
appropriate measure within the contracted services. The PRS and Reviewers Guide identify:

- Each contract requirement, the functional areas, and quality level essential for successful performance of each contract requirement;
- Summarize the functional areas; and
- Specify the maximum percentage of total reduction in contract price attributable to each contract requirement.

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<th><strong>Reduction: 10%</strong></th>
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<tr>
<td><strong>Functional Areas</strong></td>
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<tr>
<td>Policy Development and Monitoring (A.1)</td>
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<tr>
<td>Internal Inspections and/or Reviews (A.2) (K.1)</td>
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<tr>
<td>Detainee Records (A.3)</td>
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<tr>
<td>Admission and Orientation (A.4 ICE Access Standard)</td>
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<td>Personal Property and Monies (A.5) (K.2)</td>
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<td>Detainee Release (A.6) (K.3)</td>
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<td>Accommodations for the Disabled (A.7)</td>
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<td>Policy On Staffing (A.8)</td>
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<td>Quality Control (A.9)</td>
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<tr>
<td><strong>Functional Areas</strong></td>
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<tr>
<td>Post Orders (C.1) (K.6)</td>
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<tr>
<td>Permanent Logs (C.2)</td>
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<td>Security Features (C.3) (K.7)</td>
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<td>Security Inspections and/or reviews (C.4) (K.8)</td>
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<td>Control of Contraband (C.5)</td>
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<td>Detainee Searches (C.6)</td>
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<td>Detainee Accountability and Supervision (C.7)</td>
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<td>Use of Force (C.8)</td>
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<td>Non-routine Use of Restraints (C.9)</td>
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<td>Tool &amp; Equipment Control (C.10)</td>
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<td>Weapons Control (C.11)</td>
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<td>Detainee Discipline (C.12)</td>
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<td>Supervision for Special Housing (C.13)</td>
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<tr>
<td>Contingency/Emergency Plan (C.14) (K.9)</td>
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<tr>
<td>Food Service – addresses basic sanitation procedures and the adequacy of meals provided to detainees</td>
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<td><strong>Reduction:</strong> 15%</td>
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<td><strong>Functional Areas</strong></td>
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<tr>
<td>Sanitation Requirements (D.1) (K.10)</td>
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<tr>
<td>Ensure Meals are Varied (D.2) (K.11)</td>
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<tr>
<td>Special Diets (D.3)</td>
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<th>Staff and Detainee Communication – addresses opportunities for detainees to communicate with staff, detainee grievance procedures; and the provision of diversity training for staff</th>
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<tr>
<td><strong>Reduction:</strong> 5%</td>
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<tr>
<td><strong>Functional Areas</strong></td>
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<td>Staff-Detainee Communication (E.1) (K.12)</td>
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<td>Diversity Training (E.2)</td>
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<td>Detainee Grievances (E.3) (K.13)</td>
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<tr>
<th>Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding</th>
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<td><strong>Reduction:</strong> 15%</td>
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<td><strong>Functional Areas</strong></td>
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<tr>
<td>Fire Safety (F.1)</td>
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<tr>
<td>Non-Hazardous Furnishings (F.2)</td>
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<td>Control of Dangerous Materials (F.3)</td>
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<td>Environmental Control (F.4)</td>
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<td>Clothing and Bedding (F.5) (K.14)</td>
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<td>Personal Hygiene/Well-being (F.6)</td>
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<td>Physical Facility and Equipment (F.7) (K.15)</td>
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<tr>
<th>Services and Programs – addresses detainee classification; religious practices; work assignments; juvenile needs; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence</th>
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<td><strong>Reduction:</strong> 25%</td>
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<td><strong>Functional Areas</strong></td>
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<tr>
<td>Classification, Review, and Housing (G.1) (K.16)</td>
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<td>Religious Practices (G.2) (K.17)</td>
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<tr>
<td>Volunteer Work Assignments (G.3)</td>
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<td>Work Assignments and Security (G.4)</td>
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<tr>
<td>Juvenile Needs (G.5 Not Applicable)</td>
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<td>Exercise and Out-of-Cell Opportunities (G.6)</td>
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<td>Legal Materials (G.7 ICE Access Standard)</td>
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<td>Legal Representation (G.8 ICE Access Standard) (K.18)</td>
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<tr>
<td>Telephone Access (G.9 ICE Access Standard)</td>
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<td>Visitation Privileges (G.10 ICE Access Standard)</td>
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<td>Detainee Mail and Correspondence (G.11) (K.19)</td>
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Workforce Integrity – addresses the adequacy of the facility’s hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct

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<td><strong>Functional Areas</strong></td>
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<tr>
<td>Staff Background and Reference Checks (H.1)</td>
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<td>Staff Training, Licensing, and Credentialing (H.2)</td>
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<td>Staff Misconduct (H.3)</td>
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Detainee Discrimination – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability

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<td><strong>Functional Areas</strong></td>
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<tr>
<td>Discrimination Prevention (I.1)</td>
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**TE 2.1. GOVERNMENT QUALITY ASSURANCE.**

**TE 2.1.1.** The Government's Quality Assurance Program (QASP) is based on the premise that the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The QASP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the contractor to operate within acceptable quality levels.

**TE 2.1.2.** In accordance with FAR 52.246-4, Inspection of Services—Fixed-Price, each phase of the services rendered under this contract is subject to inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the contractor.

**TE 2.1.3.** The COTR may check the contractor's performance and document any non-compliance, however, only the Contracting Officer may take formal action against the contractor for unsatisfactory performance.

**TE 2.1.4.** The Government may reduce the contractor's invoice or otherwise withhold payment for any individual item of non-conformance observed as specified below in the Contractor’s Failure to Provide Services Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100% surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

**TE 3.1. 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 this solicitation. 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.

**TE 4.1. INSPECTION BY REGULATORY AGENCIES**

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall
respond to all requests for information and inspection or review findings by regulatory agencies.

TE 5.1. INSPECTION AND RECEIVING REPORT

The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The Original Invoice shall be furnished to the COTR. An additional copy of the invoice, clearly marked as an Information Copy, shall be submitted to the CO to increase efficiency in the certification process.

Upon receipt of a proper invoice, the COTR will certify that the services were satisfactorily performed and forward to the CO for coordination.
TECHNICAL EXHIBIT 2
Standards of Contractor Employee Conduct and Responsibility

Elements of the contractor’s standards of employee conduct shall include, but are not limited to, the following:

1. Personal Conduct

   The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.

   Employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

   (1) The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force used beyond that which is reasonably necessary to subdue an inmate. Further, employees may never strike a restrained inmate.

   (2) Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate.

   (3) Displaying favouritism or preferential treatment to one inmate, or group of inmates, over another. Further, employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.

   (4) Offering or giving any article, favor, or service to an inmate or former inmate, or an inmate’s family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employee’s duties. Neither shall an employee accept any gift, personal service or favor from an inmate or former inmate, or from an inmate’s family member or associate.

   (5) Entering into any business relationship with inmates, former inmates, or their families.

   (6) Having other than incidental outside contact with an inmate, former inmate, or an inmate’s family member or associate.

   (7) Use of obscene or verbally abusive language when communicating with inmates or others.

   Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official
activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the Facility Director. Traffic violations resulting in fines under $150 shall be exempt from the reporting requirement.

Employees are prohibited from engaging in sexual harassment in violation of the Civil Rights Act of 1964, as amended.

2. **Responsiveness**

   a. Employees shall be required to remain fully alert and attentive during duty hours.

   b. All Employees shall respond immediately and effectively to all emergency situations.

3. **Confidentiality**

   Employees will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of an employee’s duties or upon specific authorization from the CO.

   Employees shall not deny authorized persons access to official information, personnel or institution records.

4. **Facility Identification**

   Employees shall not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

5. **Introduction of Contraband**

   Employees are prohibited from the introduction of contraband into or onto Federal property without the expressed consent of the CO. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: forbidden devices etc.)

   All employees may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the CO and Facility Director that reasonable suspicion exists an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution. Searches may also be conducted when the CO and Facility Director have reasonable suspicion an employee is removing contraband or Federal property from the institution.

6. **Sanctions for Misconduct**

   A schedule of penalties for violations of the standards of conduct shall be developed. The schedule may provide a range of penalties to account for varying circumstances surrounding instances of misconduct. Penalties may include reprimand, suspension, demotion, or removal. The schedule may also provide a range of penalties for repetitive and subsequent violations by the same employee. The CO may direct the
contractor to remove any employee from the contract for failure to comply with the standards of employee conduct.

If an office of Inspector General (OIG), or local investigation reveals a violation of a standard of conduct, the Facility Director, shall ensure the sanction imposed is consistent with the schedule of penalties.

7. Reporting Misconduct

Employees shall report all violations, or apparent violations, of the standards of conduct immediately to the Facility Director or designee. Employees shall not be prohibited from referring matters directly to the OIG. The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO.

8. Investigations of Misconduct

The OIG is responsible for investigating violations of laws and regulations committed by Department of Justice employees and its contractors for appropriate criminal prosecution, civil litigation and administrative action. The OIG is responsible for ensuring allegations and appearances of misconduct and impropriety, including criminal matters, are referred immediately to OIG.

The contractor is prohibited from conducting internal investigations of employee misconduct or apparent misconduct, without the expressed authority from the respective agency. The OFDT employee liaison on issues related to employee misconduct shall have access to records pertaining to allegations and instances of employee misconduct. The liaison may conduct investigations of misconduct and review the contractor's enforcement of the standards of conduct.

The contractor and all employees shall fully cooperate in any internal or external investigations. The OFDT shall have access to all personnel, operational and corporate records for the purpose of conducting investigations, inspections and audits.

The contractor will not conduct preliminary investigations without approval from the CO. Any preliminary investigation is limited to gathering statements from victims and witnesses and collecting relevant documents. All information and documents gathered during a preliminary investigation shall be provided to the CO.

With the approval of the CO, a confidential medical examination of any inmate(s) who allege physical abuse shall be conducted.

If the contractor is authorized by the CO to conduct a local investigation, a report shall be prepared and submitted no later than 45 days after the investigation is authorized. The report shall contain findings of fact, conclusions based on evidence documents and affidavits. The contractor shall provide periodic updates to the CO concerning all on-going local investigations.

during any local investigation shall be approved by OIG.

The contractor shall maintain and preserve all documents compiled during an internal investigation. No
investigative records shall be destroyed without the expressed permission of the CO.

9. **Employee Training**

Employees and volunteers shall be provided a copy of the standards of conduct and the contractor shall maintain documentation verifying receipt.

A procedure through which employees and volunteers receive training regarding the standards of conduct, as part of their institutional familiarization and annual training, shall be established which defines the minimum number of hours received each year. To deter misconduct, employees shall be provided advice regarding the standards of conduct.
TECHNICAL EXHIBIT 3

MAPS AND WORK AREA LAYOUT

1. SPACE

a. Space must provide a minimum of 9,156 square feet of contiguous occupiable space if two additional courtrooms are built. This adds 3,671 square feet to the Executive Office for Immigration Review’s (EOIR’s) existing space of 5,485 square feet.

b. The design of the premises, especially building core, must be conducive to efficient layout and good utilization.

c. The EOIR requests that from the earliest stages of space planning the autonomy of both agencies (DHS and EOIR) be emphasized in the layout. EOIR space should be clearly delineated and separated to the maximum extent practicable from DHS space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entity distinct from the DHS.

d. Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:

   U.S. Department of Justice
   Immigration Court

e. Hours of normal operation: Monday through Friday from 7:30 a.m. to 4:30 p.m.

2. SECURITY REQUIREMENTS

a. Agency requires contiguous space. Space will be accessible to the public while providing adequate security measures. Space to be on the [REDACTED] due to the highly sensitive and critical filing and archiving system and for increased personnel security. Unique building site and/or security issues and concerns may also preclude building occupancy.

b. If agency space requirement does not allow assignment on [REDACTED] to be provided.

c. [REDACTED]

d. Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing [REDACTED] prior to visiting the court.

e. [REDACTED]
h. Daytime cleaning is required during the hours of 8:00 am and 4:00 pm, Monday through Friday.

i. SECURITY ACCESS. Upon award of the contract, the contractor, subcontractor, key supervisor personnel and/or any other contract individuals engaged in the construction of the space, may need, at the discretion of EOIR, to complete a personal history statement and/or fingerprint chart and/or background investigation.

j. SECURITY ACCESS: DENIAL RIGHTS. EOIR reserves the right to revoke any individual’s access to its facility or property where such access is no longer clearly consistent with EOIR mission and responsibilities. EOIR shall have and exercise full and complete control over granting, denying, withholding, or terminating access for individuals.

3. PARKING AND TRANSPORTATION. Parking needs to be located on-site in a secured parking environment. For this assignment, agency requires three (3) spaces.

4. PARTITIONS
PARTITIONS: SUBDIVIDING:

5. DOORS
A perimeter access doors must be [ ] construction, or [ ] shall be installed in a manner, which prevents [ ] permitted. Wood doors shall be at least [ ] thick. All doors to be lever equipped to comply with the American with Disabilities Act (ADA).

Interior doors must have a minimum clear opening of [ ]. Each courtroom will have one door with a minimum clear opening of [ ] Hollow core wood doors are not acceptable. They must be [ ] as approved by the Agency.

DOOR HARDWARE:
Doors shall have door handles or door pulls with [ ] All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. All door entrances from public corridors, exterior doors and other doors designated by the Agency shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks to be [ ] The Agency shall be furnished with at least [ ] keys for each lock. Door identification shall be installed in approved locations adjacent to courtroom and public entrances.

WINDOWS: Building standard window treatment for sun control.

6. VENTILATION
a. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

b. Conference and waiting rooms of 500 occupiable square feet or greater shall be provided with dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.

c. [ ]

7. OFFICE SPACE

b. Waiting Area:
   - Standard office build-out, vinyl wall covering, chair rail and vinyl tile flooring.
   - Wall separating the Waiting Area from Reception Area shall extend slab to slab, STC of 40.
   - [ ] transaction window incorporating a center speaker device, shall be installed in the wall
immediately between the waiting area and the receptionist. Transaction window to have a hinged lockable panel for file/paper exchange.
- Matching laminate counters (15" D x approximate 8-LF) to be installed on both the Waiting Area and Receptionist Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate.

c. Reception/Administrative Area:
- Standard office build-out.
- Door from waiting area into agency administrative area to be equipped with an.


d. Case File Room: Vinyl floor covering; standard office build-out; door to have


e. Printer Areas: Standard office build-out with low walls (4'-6") with finished painted hardwood cap.


g. Computer Room:
- Furnish and install an 4' x 4' x 3/4" plywood mounting board for the Agency's provided telephone equipment.
- Furnish and install a thermostatically controlled suspended ceiling type supplemental air-conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.
- Furnish and install three (3) quadruplex electrical outlets, 120V-20A, 3 wire, single phase receptacle type--NEMA 5-20R, individual branch electrical circuit, isolated ground, orange.
- Furnish and install one (1) duplex electrical outlet(s), 120-20A, 3 wire, single phase receptacle type--NEMA 5-20R, individual branch electrical circuit, orange at 54° APF.
- Supply, install, label, terminate and test Category 5e, rated cable runs to

Cable runs will originate at each location with a single

standards in the and each cable at the . The patch panel to be installed in a floor-mounted upright distribution rack located in the computer room. Each end to be clearly marked to uniquely identify each cable in the computer room and each at the workstation locations. Each cable shall be tested for Category 5e certification (certification documents to be sent to BOIR at the above address.

Each cable run will be supplied with a at the computer workstation and a at the patch panel.

Qualified personnel shall perform all work in a workmanlike manner, in accordance with the manufacturer's specifications, local codes and the best trade practices. All lines shall be run and will be attached every in the required fasteners. No wiring will lay on ceiling tiles. Where wiring passes through a floor deck or wall and is not otherwise concealed or run in a protected electrical closet or exposed and could be subject to tampering or any form of mechanical abuse it shall be installed in
h. Courtroom:

- Slab to slab partitioning, STC of 45, and supplemental, separately zoned HVAC to support approximately 50 people.
- Each Courtroom to be equipped with one 20' x 7'W x 7'H (approximate) raised dais, carpeted to match carpet in rest of Courtroom.
- Public entrance door to courtroom to achieve a minimum opening of [redacted].
- The Public Zone shall be separated from the Activity Zone by a railing about 36" high, with a wide opening equipped with a swing gate. The gate shall be able to swing [redacted] at an angle no less than [redacted] from the plane of the railing. Selection of the wood finish for railing and gate: MINIWAX #224 Special Walnut.
- Each judge's bench to be equipped with a [redacted] mounting on the bench.
- The judge's private entrance/exit door in each courtroom will be equipped with a [redacted].
- Furnish and install two (2) flush floor mounted receptacles on each raised dais. One shall contain a quadruplex, two telephone outlets, one data outlet, and three pull strings; one shall contain a quadruplex, two data signal outlets, one telephone outlet, and two pull strings. Type: Walkerflex AP Series Distribution service modules. Configuration: WAF-1-HDDH-BLK or equal. Additionally, install three receptacles flush with floor in attorney well area each to contain duplex receptacles and for microphone and speakerphone connections.
- Furnish and install ramps and handrails for access to the judge’s dais where required by code. Both shall be in compliance with the more stringent of Uniform Federal Accessibility Standards or Title 3 of the ADA standards and shall be finished at a level consistent with the balance of the space.

i. Break Room:

- Standard office build-out with vinyl floor covering.
- Furnish and install an 18" x 24 stainless sink with garbage disposal and hot and cold water supply in a finished 6-LF wood kitchen sink base cabinet (two 36" base cabinets) and 6-LF above sink cabinets. Base cabinets shall have a 6-LF laminate counter top with integral back splash.
- Furnish and install a Ground Fault Interrupter (GFI) electrical quadruplex outlet above sink base cabinet.

j. Staff Toilet: Provide one (1) female and one (1) male handicapped accessible toilet facility within agency secure space.

- Ceramic tile: flooring and wall (half height of wall) with paint above.
- The room shall be equipped with one water closet, one lavatory, water basin, storage cabinet, mirror, paper towel dispenser, toilet paper holder, soap dispenser, waste receptacle, and one GFI duplex electrical outlet.

k. Conference Room: Standard office build-out with carpet floor covering.

**FINISH AND FLOORING SPECIFICATIONS**
Paint:
General Space: (To match existing)
Specification:

Wood Cap: (To match existing)
Specification:

Dais Wall: (To match existing courtrooms)
Specification:

Vinyl Wall Covering:
Manufacturer: (To match existing)
Specification:

VCT:
Manufacturer: (To match existing)
Specification:

Carpet: Commercial grade broadloom, glue down. If building standard requires use of underfloor raceway system, carpet tiles of same specifications are acceptable.
Manufacturer: (To match existing)
Specification:

Vinyl Base Molding:
Manufacturer: (To match existing)
Specification:

Break Room Counter:
Manufacturer: (To match existing)
Specification:

Break Room Cabinets:
Manufacturer: (To match existing)
Specification:

Waiting Room Counter:
Manufacturer: (To match existing)
Specification:

Restroom:
Manufacturer: (To match existing)
Specification
TE 4. REQUIRED REPORTS

TE 4.1. This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

TE 4.2. All records related to contract performance should be retained in a retrievable format for the duration of the contract. 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.
TE 5. QUALITY STANDARDS

TE 5.1. Unless otherwise specified, the Contractor is required to perform in accordance with the most current edition of the American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities.

TE 5.2. The Contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with all ACA standards and supplements during the performance of the contract, unless otherwise specified by the OFDT. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 24 months from NTP may, at a minimum, will result in a reduction of the contract price.

TE 5.3. Accomplishment of some ACA standards is augmented by DOJ policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DOJ Policy or Standards, DOJ Policy and Standards prevail.
Scope and Coverage of a Limited Background Investigation (LBI)

The limited background investigation is the required background investigation for moderate risk positions at the noncritical sensitive level. It includes the National Agency Check (NAC), credit check, personal subject interview, and coverage of at least the most recent 3 years of activity including employment, self-employment, unemployment, references, education, residence, and law enforcement agencies. Military service is covered up to the last 15 years through the NAC and the highest education degree claimed is confirmed by inquiry regardless of time frame.

- Investigations do not extend back before a subject's 18th birthday except to ensure a minimum of 2 years coverage.
- Sources are developed through information provided by the subject and other sources.
- The background investigation report is not a verbatim transcript of interviews with the subject, sources, or employers. It is a factual report of information compiled by the investigator with discrepancies from information provided by the subject duly noted. Issues and derogatory information are also noted.

Items are scheduled for coverage by various methods, which may be shown as follows:

- **P** Personal Coverage (includes record searches) (an investigator actually interviews subject or reviews documents)
- **R** Record search only
- **I** Inquiry (mail or electronic)
- **T** Telephone
- **L** Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 3 years, and it includes the following:

The National Agency Check consists of a check of

Credit Check is covered by Linkage, and the period covered is 3 years. All credit checks all be used for employment purposes only, in accordance with 15 U.S.C.

Personal Subject Interview is scheduled at current job location, and is a one-on-one interview.
Education is covered by Personal coverage and Record for the most recent year of basic coverage period and is covered by inquiry for years 2 to 3 (and highest degree).

Residence is covered by Personal coverage and Record search only, for the most recent year as of the scheduling date of the basic coverage period.

Employment, including self-employment and unemployment, is covered by Personal coverage and Record search only for the 3 year basic coverage period as of the scheduling date.

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service (over 6 months) is covered by Personal coverage and Record search for the most recent year of the basic coverage period (15 years of coverage are provided in the NAC).

Court Records are obtained for bankruptcies and financial delinquencies over $1,000 or if dollar amount unknown, within the basic coverage period.

Extra Coverage is required when additional information is needed to help the agency determine a person's qualifications, suitability, and security for a particular position.

Extra coverage is requested for law enforcement positions, which allows the investigator to ask the following questions:

- How does the person react/would react in an emergency situation?
- Does the person have the ability to operate under stress?
- How is this person's stability, judgment, discretion, and physical health?
- How is this person's financial responsibility/ability to live within their means?

Expanded law enforcement searches (include County and State criminal records where available).

Part II

Scope and Coverage of a Periodic Reinvestigation

The Periodic Reinvestigation is a reinvestigation that is conducted every five years. It includes the National Agency Check, personal subject interview, residence, and selected record searches.
Scheduled items are scheduled for coverage by various methods as follows:

- **P**  Personal Coverage (includes record searches)
- **R**  Record search only
- **I**  Inquiry (mail or electronic)
- **T**  Telephone
- **L**  Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 5 years, and it includes the following:

- **The National Agency Check consists of a check of:**

Credit Check is covered by Linkage, and the period covered is 7 years. All credit checks will be used for employment purposes only, in accordance with the Fair Credit Reporting Act.

**Personal Subject Interview** is scheduled at current job location.

**Education** is not scheduled.

**Residence** is covered by Personal coverage and Record search only, for the most recent 3 years of the basic coverage period.

**Employment** is not scheduled.

**Law Enforcement** is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

**Stateside Military Service** is not scheduled.

**Part III**

**Adjudication Standards for Resolving LBI and Periodic Reinvestigation**

A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with the Department of Justice (DOJ). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under
contract at the District of Columbia Requirement.

B. PURPOSE: The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

C. PRINCIPALS: All derogatory information must be favorably resolved by the contractor before the DOJ will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render an employee susceptible to coercion, will be subject to the following guidelines:

(1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.

(2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:

(a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.

(b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:

1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;

2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of
any attempt at coercion or blackmail to the CEO.

The interviewer should prepare a memorandum documenting the discussion and the employee's acknowledgment of the reporting requirements for the employee's personnel file. The employee is not required to sign any documentation.

Resolution of derogatory information should afford the employee an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story." Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information, which appears derogatory, can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances, which clarify the derogatory information.

E. Executive Order (E.O.) 10450, entitled "Security Requirements For Government Employment," establishes as the criteria for government employment that individuals must be "reliable, trustworthy, of good conduct and character and of complete and unswerving loyalty to the United States." Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an employee may not be possessed of one or more of these qualities.

D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:

(1) Loyalty. Any information, which indicates the employee is not loyal, should be identified as derogatory. Several examples, which should bring into question an individual's loyalty, are:

- advocating force or violence to overthrow the government of the United States;

- establishing contact with a seditionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;

- membership in organizations which systematically commit criminal acts against the United States Government.

(2) Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information, which tends to show the employee may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the employee and the relatives or associates. Therefore, the following information should be obtained from all employees where evidence of foreign relatives or associates is
identified in the background investigation case papers or the actual background investigation:

- name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- relationship between employee and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- the frequency of contact—past, present and future—with the foreign citizen;
- the form of such contact (personal visits, letters, cards or telephone calls).

(a) Relatives or associates in prison. Although employment cannot be denied based on what others have done, one must be aware of possible conflicts. Each situation is handled on a case-by-case basis. Therefore, the following information should be obtained from all employees where evidence of relatives or associates in prison is identified in the background investigation case papers or the actual background investigation:

- Name and address of prisoner
- Relationship
- Frequency of contact
- Form of contact

(3) Undesirable Character Traits: Any trait(s), which may show the employee to be unreliable, untrustworthy or open to compromise, is significant in the adjudication of the case. This information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an employee. The following examples are provided:

(a) Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence the employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1)) and c(2)).
(b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.

(4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Medical treatment for a mental/emotional disorder must be accompanied by a recommendation from a competent medical authority the employee is capable to perform the duties of a sensitive position.

(5) Financial Responsibility. Indebtedness becomes a legitimate concern when an employee begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. Nonpayment of a just debt after 90 days is considered delinquent and requires resolution. It is important to determine if the employee considers the debt just.

Some debts are clearly not the responsibility of an employee and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the employee and appropriate documentation provided. Any disputes between the employee and the credit agency must be resolved by the employee and documentation submitted.

Similarly, the repossession of an automobile for nonpayment, and eviction from rental housing for non-payment, should be explained by the employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

(a) Debts to be Resolved:

- When employee past due debts total $400 or more; and,
- Debts are 90 days or more past due.

(6) Dishonesty: Individuals entering service under this contract must be "...trustworthy... and of good conduct and character..." This requires that employees are honest when filling out all employment documents.

Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or
suitability. In either case, all discrepancies must be resolved.

(7) **Arrests:** An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.

(8) **Drug Usage:** Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the employee received for drug usage.

(9) **Confidential Source Information:** Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.

(10) **Classified Information:** Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, the contractor shall handle it appropriately.

**E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION:** Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the employee or written questions given to the employee.

Derogatory information revealed in the pre-employment screening process that falls within the Guidelines of Acceptability or for which a waiver was obtained does not have to be formally readdressed in adjudicating the investigation. The adjudicator should make note that the information was, considered during the pre-employment screening and is within the Guidelines or a waiver was obtained. Copies of waivers should be submitted with the investigation.
TECHNICAL EXHIBIT 7 - ICE voluntary work program form

Detainee Voluntary Work Program Agreement Service Processing Center/Contract

Detention Facility
[Insert Facility Name]

Detainee Voluntary Work Program Agreement:

Detainees that participate in the volunteer work program will not be permitted to work in excess of 8 hours daily or 40 hours weekly.

Detainees that participate in the volunteer work program are required to work according to an assigned work schedule and to participate in all work-related training. Unexcused absence from work or unsatisfactory work performance could result in removal from the voluntary work program. Detainees must adhere to all safety regulations and to all medical and grooming standards associated with the work assignment. Compensation shall be $1.00 per day.

I, ________________________, A#__________________, have read, understand, and agree (Detainee name) to comply with the above. I have received and understand relevant safety training regarding my work assignment:

Work Assignment

Detainee Signature/Date
TECHNICAL EXHIBIT 8

REMOTE CUSTODY AND SECURE TRANSPORTATION SERVICES

A. Remote custody services.

1. The Contractor shall provide, at the direction of the ICE representative, such additional on-call remote custody services as may be required by ICE. The Contractor shall be reimbursed for these services only when the ICE representative directs such services. The Contractor shall not abandon any facility post to perform on-call services.

2. Duties and responsibilities of this function shall include, but not be limited to; effecting removals at various airport locations, performing transportation duties, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the ICE representative. ICE will guarantee the Contractor a minimum of two (2) hours for each on-call post directed by the COTR.

3. The Contractor shall be authorized custody officer for each such remote post, unless at the direction of the ICE representative, additional custody officers are required.

4. In the event any ICE representative directed long-distance remote custody service results with the Contractor incurs meal or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

B. Transportation services.

The Contractor shall provide all transportation services as required to transport detainees securely, in a timely manner, to locations directed by the ICE representative. 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.

2. The Contractor shall assign a sufficient number of of transportation officers on a daily basis to ensure as follows:

(a) Three (3), eight-hour shifts which provides 24-hour coverage.
(b) Contractor shall provide not less than per shift.
(c) Teams in addition to (b) above shall be assigned as necessary to meet transportation demands.

3. The Contractor shall furnish vehicles in good repair and suitable, as approved by the ICE representative, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees.

The Contractor shall furnish vehicles equipped with including . The Contractor shall provide the security specification of the vehicles to the ICE representative for review and approval prior to installation in the vehicles. The Contractor shall provide vehicles, which must always be
available and capable of transporting detainees with accompanying luggage. Of the total number of Contractor vehicles provided at least two (2) must be capable of transporting no less than (15) detainees and at least one (1) capable of transporting no less than 48 detainees with accompanying luggage or property. Contractor provided vehicles will have the annual State required motor vehicle inspection, and such documentation will be provided to the ICE representative.

C. The Contractor personnel provided for the above 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 for in the other areas of this contract.

D. The Contractor shall, upon twenty-four hours advance notification by ICE, effect the removal of detainee(s) from the contract facility to the scheduled carrier for departure from designated airport(s). ICE may request the Contractor to effect removals with less than twenty-four hours notification. Whenever the Contractor cannot fulfill the requested assignment by transportation officers, the Contractor shall notify ICE within one (1) hour of notification of the assignment so that alternate arrangements can be scheduled by ICE.

During all transportation activities, at least one custody officer shall be the same sex as the detainee. Questions concerning custody officer assignments shall be directed to the ICE representative.

E. The transportation team shall escort the detainee(s) to/from the airport flight gates. The detainee(s) shall be guarded by [ ] contract Custody Officers at all times. This shall be done in such a manner as to eliminate public contact especially at boarding gates. The Contractor custody officers shall ascertain that there are no unobservable exits, which might allow the detainee to escape. They shall remain at the gate until [ ] Contractor custody officers shall then verify detainee(s) departure in writing to the ICE representative. With respect to arriving flights, custody officers shall remain at the arrival gate until the detainee(s) Warrants of Deportation and all other related ICE documents shall be returned to the ICE Supervisor upon completion of the escort assignment. The Contractor shall ensure that completed documents are properly executed and accurately completed before submission to ICE. Contractor shall ensure that [ ] officers shall staff each vehicle transporting detainees. Contractor shall further ensure that [ ] officers shall escort every departing detainees.

F. The Contractor shall, upon order of the ICE representative, or upon his/her own decision in an urgent medical situation, transport a detainee to a hospital location. A Custody Officer(s) 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 ICE representative. The Contractor shall then transport the detainee to the detention site.

G. The ICE representative may direct the Contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
When the ICE representative 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. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

H. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, ICE will be provided with current status of all vehicles and post assignment employees.

I. In the event any ICE representative directed long-distance transportation service results with the Contractor incurring meals or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 07/13/05
4. REQUEST/PURCHASE REQ. NO. N/A
5. PROJECT NO. (if applicable)

6. ISSUED BY
    Office of the Federal Detention Trustee
    1331 Pennsylvania Ave, NW
    Washington, DC 20530

7. ADMINISTERED BY (if other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

9A. AMENDMENT OF SOLICITATION NO.
   9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
   ODT-5-C-0010
   10B. DATED (SEE ITEM 11)

   07/01/05

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   No. The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.
   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
   (a) by completing items 8 and 15, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   CHECK ONE
   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   D. OTHER (Specify type of modification and authority)

   FAR 43.103(a)(3) Mutual Agreement Between Parties

14. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEREE

15C. DATE SIGNED 07/01/05

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. CONTRACT/OFFER

16C. DATE SIGNED

NSN 7640-01-162-0770
Previous edition unusable

REV. 10/33
B. The following individuals have been assigned as COTRs for subject contract:

[Redacted] (Primary)

C. The following shall be removed from subject contract:

Remove the following lines from page 62, "Administration and Management" (Functional Areas):

Policy on Staffing (A.8)
Quality Control (A.9)

All other terms and conditions remain unchanged.
AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

ON CONTRACT NO. CODE

2. AMENDMENT/MODIFICATION NO. 0002

3. EFFECTIVE DATE 03-31-2006

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable) 

6. ISSUED BY

Office of the Federal Detention Trustee
1331 Pennsylvania Ave, NW Suite
National Building Place
Washington, DC 20530

7. ADMINISTERED BY (if other than item 6) same as block #6

8. NAME AND ADDRESS OF CONTRACTOR (Not, street, county, State and ZIP Code)

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ODT-5-C-0010

10B. DATED (SEE ITEM 13) 07-01-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ☐ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) ☐

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(c).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ☐ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by OCF section headings, including solicitation/contract subject matter where feasible)

Contract No. ODT5C0010 is hereby modified to update the address of the Issuing Office in block #5 due to relocation.

For Government use or Official Use Only mailing address is as follow:
U.S. Department of Justice, 4601 N. Fairfax Drive, Ste ☐ Washington, DC 20530

For delivery (supplies; FedEx, etc.)
U.S. Department of Justice, ODFT, 4601 N. Fairfax Drive, Ste ☐ Arlington, VA 22203

Should you have any questions, please contact (202) 353- ☐

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) ☐

15B. CONTRACTOR/OFFEROR ☐

15C. DATE SIGNED ☐

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ☐

16C. DATE SIGNED 3/31/06

PREVIOUS EDITION UNUSABLE

This form was electronically produced by Elite Federal Forms, Inc.
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

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<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (if applicable)</th>
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**U.S. Department of Justice**

Office of the Federal Detention Trustee

4601 N. Fairfax Drive, Suite [redacted]

Arlington, VA 22203

<table>
<thead>
<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</th>
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<tbody>
<tr>
<td>Correction Corporation of America</td>
</tr>
<tr>
<td>10 Burton Hills Boulevard</td>
</tr>
<tr>
<td>Nashville, TN 37215</td>
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<td>CDT-5-C-0010 (Elizabeth)</td>
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<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
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<th>12. ACCOUNTING AND APPROPRIATION DATA (if required)</th>
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**CHECK ONE**

<table>
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<th>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.</th>
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<tbody>
<tr>
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<table>
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<tr>
<th>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payee, appropriation date, etc.) FURTHER SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</th>
</tr>
</thead>
</table>

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return [ ] copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**

Organized by UCF section headings, including solicitation/contract subject matter where feasible.

The most current Wage Determination was not updated in the contract prior to award, therefore, the purpose of this modification is to rescind Wage Determination No. 1994-2353/Revision 20 (dated 8/6/04) and to incorporate Wage Determination No. 1994-2353/Revision 21 (dated 6/03/05).

See page two for details.

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER (Type or print)**

[Signature of person authorized to sign]

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

[Signature of person authorized to sign]

**15C. DATE SIGNED**

06/21/06
A. Wage Determination No. 1994-2353, Revision 20 (dated 8/6/04) awarded as part of the contract on July 1, 2005 is hereby rescinded.

B. Wage Determination No. 1994-2353, Revision 21 (dated 6/03/05) is hereby incorporated in the contract and replaces the rescinded Wage Determination.


D. All other terms and conditions remain unchanged.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE:

2. AMENDMENT/MODIFICATION NO.

0004

3. EFFECTIVE DATE

07/01/06

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (if other than Item 6)

CODE

U.S. Department of Justice
Office of the Federal Detention Trustees
4601 N. Fairfax Drive, Suite
Arlington, VA 22230

8. NAME AND ADDRESS OF CONTRACTOR (Inc. street, county, State and ZIP Code)

Correction Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

(X)

9. AMENDMENT OF SOLICITATION NO.

9A. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT ORDER NO.

ODT-5-C-00100 (Elizabeth)

10B. DATED (SEE ITEM 11)

CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning a copy of the amendment; or
(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment your closure to change an offer already submitted, such change may be made by telephone or letter, provided each telephone or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☒ D. OTHER (Specify type of modification and authority)

FAR 52.222-44 Fair Labor Standards Act & Service Contract Act - Price Adjustment

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the Department of Labor Wage Determination No: 1994-2353, Revision No: 22, Date of Revision: 05/23/2006. The wage determination and subsequent labor category wage increases are in effect as of July 1, 2006. CCA shall notify the Contracting Officer of any increases claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

07/05/06

Signature of person authorized to sign

NSN 7540-01-152-8070

Previous edition unsuitable

GSA Form 30 (Rev. 10-83)

Revised by GSA FAR (48 CFR) 52.243
WAGE DETERMINATION NO: 94-2353 REV (22)  AREA: NJ, NEWARK

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL NO: 94-2354

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

State: New Jersey
Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

Wage Determination No.: 1994-2353
Revision No.: 22
Date Of Revision: 05/23/2006

**Fringe Benefits Required Follow the Occupational Listing**

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<th>OCCUPATION CODE</th>
<th>TITLE</th>
<th>MINIMUM WAGE RATE</th>
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<tr>
<td>01000</td>
<td>Administrative Support and Clerical Occupations</td>
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<tr>
<td>01011</td>
<td>Accounting Clerk I</td>
<td>12.82</td>
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<tr>
<td>01012</td>
<td>Accounting Clerk II</td>
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<tr>
<td>01013</td>
<td>Accounting Clerk III</td>
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<td>01014</td>
<td>Accounting Clerk IV</td>
<td>19.05</td>
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<tr>
<td>01030</td>
<td>Court Reporter</td>
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<td>01050</td>
<td>Dispatcher, Motor Vehicle</td>
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<td>01060</td>
<td>Document Preparation Clerk</td>
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<td>01070</td>
<td>Messenger (Courier)</td>
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<td>01090</td>
<td>Duplicating Machine Operator</td>
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<td>01110</td>
<td>Film/Tape Librarian</td>
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<td>01115</td>
<td>General Clerk I</td>
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<td>General Clerk IV</td>
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<td>Key Entry Operator II</td>
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01341 - Stenographer I 17.71
01342 - Stenographer II 19.57
01400 - Supply Technician 24.66
01420 - Survey Worker (Interviewer) 17.44
01460 - Switchboard Operator-Receptionist 13.40
01510 - Test Examiner 19.21
01520 - Test Proctor 19.21
01531 - Travel Clerk I 13.25
01532 - Travel Clerk II 14.36
01533 - Travel Clerk III 15.59
01611 - Word Processor I 15.83
01612 - Word Processor II 17.78
01613 - Word Processor III 19.89

03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian 16.53
03041 - Computer Operator I 16.59
03042 - Computer Operator II 19.18
03043 - Computer Operator III 21.11
03044 - Computer Operator IV 24.66
03045 - Computer Operator V 27.32
03071 - Computer Programmer I (1) 23.02
03072 - Computer Programmer II (1) 27.38
03073 - Computer Programmer III (1) 27.62
03074 - Computer Programmer IV (1) 27.62
03101 - Computer Systems Analyst I (1) 27.62
03102 - Computer Systems Analyst II (1) 27.62
03103 - Computer Systems Analyst III (1) 27.62
03160 - Peripheral Equipment Operator 17.65

05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass 22.38
05010 - Automotive Glass Installer 25.67
05040 - Automotive Worker 25.26
05070 - Electrician, Automotive 26.79
05100 - Mobile Equipment Servicer 23.10
05130 - Motor Equipment Metal Mechanic 27.50
05160 - Motor Equipment Metal Worker 25.67
05190 - Motor Vehicle Mechanic 27.50
05220 - Motor Vehicle Mechanic Helper 21.73
05250 - Motor Vehicle Upholstery Worker 24.20
05280 - Motor Vehicle Wrecker 25.67
05310 - Painter, Automotive 26.79
05340 - Radiator Repair Specialist 25.67
05370 - Tire Repairer 17.92
05400 - Transmission Repair Specialist 27.50

07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker 12.58
07010 - Baker 13.25
07041 - Cook I 12.09
07042 - Cook II 13.16
07070 - Dishwasher 9.45
07130 - Meat Cutter 18.01
07250 - Waiter/Waitress 9.98

09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter 20.95
09040 - Furniture Handler 15.93
09070 - Furniture Refinisher 20.95
09100 - Furniture Refinisher Helper 17.68
09110 - Furniture Repairer, Minor 19.20
09130 - Upholsterer 20.95

11030 - General Services and Support Occupations
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<td>11060</td>
<td>Elevator Operator</td>
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<td>11246</td>
<td>Maid or Houseman</td>
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29364 - Paralegal/Legal Assistant IV 27.77
29390 - Photooptics Technician 24.58
29480 - Technical Writer 31.32
29491 - Unexploded Ordnance (UXO) Technician I 21.68
29492 - Unexploded Ordnance (UXO) Technician II 26.23
29493 - Unexploded Ordnance (UXO) Technician III 31.43
29494 - Unexploded (UXO) Safety Escort 21.68
29495 - Unexploded (UXO) Sweep Personnel 21.68
29620 - Weather Observer, Senior (3) 20.72
29621 - Weather Observer, Combined Upper Air and Surface Programs (3) 18.66
29622 - Weather Observer, Upper Air (3) 18.66

31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver 18.24
31260 - Parking and Lot Attendant 8.91
31290 - Shuttle Bus Driver 14.72
31300 - Taxi Driver 11.79
31361 - Truckdriver, Light Truck 16.19
31362 - Truckdriver, Medium Truck 18.47
31363 - Truckdriver, Heavy Truck 21.56
31364 - Truckdriver, Tractor-Trailer 21.56

99000 - Miscellaneous Occupations
99020 - Animal Caretaker 10.51
99030 - Cashier 10.30
99041 - Carnival Equipment Operator 13.27
99042 - Carnival Equipment Repairer 13.85
99043 - Carnival Worker 10.96
99050 - Desk Clerk 11.05
99095 - Embalmer 26.62
99300 - Lifeguard 11.39
99310 - Mortician 29.23
99350 - Park Attendant (Aide) 14.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) 11.86
99500 - Recreation Specialist 16.52
99510 - Recycling Worker 16.19
99610 - Sales Clerk 12.66
99620 - School Crossing Guard (Crosswalk Attendant) 10.27
99630 - Sport Official 11.39
99658 - Survey Party Chief (Chief of Party) 18.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) 17.25
99660 - Surveying Aide 12.58
99690 - Swimming Pool Operator 16.57
99720 - Vending Machine Attendant 14.50
99730 - Vending Machine Repairer 16.57
99740 - Vending Machine Repairer Helper 14.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.01 per hour or $120.40 per week or $521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 4.1/3)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin

http://www.wdol.gov/wdol/scfiles/std/94-2353.txt

7/5/2006
Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 PARENTHESSES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, 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 regading 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.

**NOTES APPLYING TO THIS WAGE DETERMINATION**

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11[a] of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:


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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6(c)(vi))

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:

http://www.wdol.gov/wdol/scafiles/std/94-2353.txt
1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate.

2) After contract award, the contractor prepares a written report listing in order proposed classification title, a Federal grade equivalency (FGE) for each proposed classification, job description, and rationale for proposed wage rate, 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0005
3. EFFECTIVE DATE 07/01/06
4. REQUISITION/PURCHASE REQ. NO. (if applicable) 
5. PROJECT NO. (if applicable) 
6. ISSUED BY CODE 
7. ADMINISTERED BY (if other than item 6) CODE 

U.S. Department of Justice
Office of the Federal Detention Trustee
4601 N. Fairfax Drive, Suite
Arlington, VA 22203

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
   Correction Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

9A. AMENDMENT OR SOLICITATION NO. (X)
   9b. DATED (see item 11) 07/01/05
   10A. MODIFICATION OF CONTRACT/ORDER NO. (X)
       OCT-5-C-0010 (Elizabeth)
       10b. DATED (see item 11) 

10. DATED (see item 11) 

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
☐ A copy of the amendment; ☐ by acknowledging receipt of the amendment on each copy of the offer submitted.
☐ By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
   N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in awarding office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.109(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF 

☐ D. OTHER (Specify type of modification and authority)
   FAR 52.222-44 Fair Labor Standards Act & Service Contract Act - Price Adjustment

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ☐ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ICC section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the Department of Labor Wage Determination No: CBA-2006-532, Revision No: 0. Date of Revision: 08/02/2006. The purpose of this wage determination is to incorporate the Collective Bargaining Agreement (CBA) between CCA of Tennessee, Inc. and the National Professional Corrections Employees Union/International Association of Machinists and Aerospace Workers, AFL-CIO (Local 2 IAM-AW) effective 7/01/06.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 10A or 10A, as hereof changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 
15B. CONTRACTOR/ORDERER
15C. DATE SIGNED 09/05/06

Signature of person authorized to sign)
REGISTER OF WAGE DETERMINATION 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

State: New Jersey
Area: Essex

William W. Gross
Director
Division of Wage Determinations

Wage Determination No.: CBA-2006-532
Revision No.: 0
Date Of Last Revision: 8/2/2006

Employed on Department of Justice Office of the Federal Detention Trustee contract for Comprehensive Secure Detention Services.


In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 0006

2. AMENDMENT/MODIFICATION NO.: 06/26/07

3. EFFECTIVE DATE: 06/26/07

4. REQUISITION/PURCHASE REQ. NO.: N/A

5. PROJECT NO. (If applicable): N/A

6. ISSUED BY:

7. ADMINISTERED BY (If other than Item 6):

8. NAME AND ADDRESS OF CONTRACTOR (If, state, county, State and ZIP Code):

Correction Corporation of America
10 Burton Hills Boulevard
Nashville, TX 37215

9. AMENDMENT OF SOLICITATION NO.: N/A

9A. DATED (See Item 11):

9B. MODIFICATION OF CONTRACT/ORDER NO.:

ODT-5-C-0010 (Elizabeth)

9B. DATED (See Item 11):

07/01/05

10. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:
(a) by completing items 8 and 15, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of the amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

11. ACCOUNTING AND APPROPRIATION DATA (If required):

N/A

12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS IssUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES such as changes in paying office, appropriation data, etc. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF 43,1009a.

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

13. E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible):

Contract Number ODT-5-C-0010 is hereby modified to:

1. Change the Contracting Officer from ☒ to ☐ effective from the date in block #3.

2. All other terms and conditions remain the same.

Should you have any questions, please contact ☐ on (202) 353-☐

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print):

15B. CONTRACTOR/OFFEROR:

15C. DATE SIGNED:

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print):

Assistant Trustee - Procurement Division

16C. DATE SIGNED:

NSN 7540-01-152-4897
Previous edition unsuitable

STANDARD FORM 30 (REV. 10/88)
Prescribed by GSA FAR [48 CFR] 53.243
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. 0007

3. EFFECTIVE DATE 08/28/07

4. REQUISITION/PURCHASE REQ. NO. [Redacted]

5. PROJECT NO. [Redacted]

6. ISSUED BY [Redacted]

U.S. Department of Justice
Office of the Federal Detention Trustee
4601 N. Fairfax Drive, Suite [Redacted]
Arlington, VA 22203

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Correction Corporation of America
10 Burton Hills Boulevard
Nashville, TX 37215

10. AMENDMENT OF SOLICITATION NO.

11. DATED (See Item 11)

12. MODIFICATION OF CONTRACT/ORDER NO.

ODT-5-C-0010 (Elizabeth)

13. DATED (See Item 11)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

☐ By completing Items 8 and 15, and returning ☐ copies of this amendment; ☐ By acknowledging receipt of this amendment on each copy of the offer submitted; ☐ By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

□ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

□ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, award, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

□ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

M. OTHER (Specify type of modification and authority)

☐ FAR 52.222-44 Fair Labor Standards Act & Service Contract Act - Price Adjustment

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ICF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the Department of Labor Wage Determination No. 2005-2057, Revision No. 4, Date of Revision: 05/29/2007. The wage determination and subsequent labor category wage increases are in effect as of August 26, 2007. CCA shall notify the Contracting Officer of an increase claimed under this clause with in 30 days after receiving the new wage determination unless this notification period is extended in writing by the Contracting Officer.

All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 08/29/07

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. DATE SIGNED 08/29/07
**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE</th>
<th>TITLE</th>
<th>MINIMUM WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01000</td>
<td>Administrative Support And Clerical Occupations</td>
<td></td>
</tr>
<tr>
<td>01011</td>
<td>Accounting Clerk I</td>
<td>15.11</td>
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<td>01012</td>
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<td>01020</td>
<td>Administrative Assistant</td>
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<td>01040</td>
<td>Court Reporter</td>
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<td>01051</td>
<td>Data Entry Operator I</td>
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<tr>
<td>01052</td>
<td>Data Entry Operator II</td>
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<td>01060</td>
<td>Dispatcher, Motor Vehicle</td>
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<tr>
<td>01070</td>
<td>Document Preparation Clerk</td>
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<td>01090</td>
<td>Duplicating Machine Operator</td>
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<td>01111</td>
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<tr>
<td>01112</td>
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<tr>
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<tr>
<td>01220</td>
<td>Housing Referral Assistant</td>
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<td>01141</td>
<td>Messenger Courier</td>
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<td>01191</td>
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<td>Personnel Assistant (Employment) II</td>
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<td>01280</td>
<td>Receptionist</td>
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<td>Rental Clerk</td>
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<td>Scheduler, Maintenance</td>
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<tr>
<td>01311</td>
<td>Secretary I</td>
<td>17.11</td>
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<tr>
<td>01312</td>
<td>Secretary II</td>
<td>17.11</td>
</tr>
<tr>
<td>01313</td>
<td>Secretary III</td>
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<td>Service Order Dispatcher</td>
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<td>01410</td>
<td>Supply Technician</td>
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<tr>
<td>01420</td>
<td>Survey Worker</td>
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<td>Travel Clerk II</td>
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<td>01533</td>
<td>Travel Clerk III</td>
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<tr>
<td>01611</td>
<td>Word Processor I</td>
<td>16.11</td>
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<tr>
<td>01612</td>
<td>Word Processor II</td>
<td>18.09</td>
</tr>
<tr>
<td>01613</td>
<td>Word Processor III</td>
<td>20.24</td>
</tr>
</tbody>
</table>
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
05010 - Automotive Electrician
05040 - Automotive Glass Installer
05070 - Automotive Worker
05110 - Mobile Equipment Servicer
05130 - Motor Equipment Metal Mechanic
05160 - Motor Equipment Metal Worker
05190 - Motor Vehicle Mechanic
05220 - Motor Vehicle Mechanic Helper
05250 - Motor Vehicle Upholstery Worker
05280 - Motor Vehicle Wrecker
05310 - Painter, Automotive
05340 - Radiator Repair Specialist
05370 - Tire Repairer
05400 - Transmission Repair Specialist

07000 - Food Preparation And Service Occupations
07010 - Baker
07041 - Cook I
07042 - Cook II
07070 - Dishwasher
07130 - Food Service Worker
07210 - Meat Cutter
07260 - Waiter/Waitress

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
09040 - Furniture Handler
09060 - Furniture Refinisher
09090 - Furniture Refinisher Helper
09110 - Furniture Repairer, Minor
09130 - Upholsterer

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
11060 - Elevator Operator
11090 - Gardner
11122 - Housekeeping Aide
11150 - Janitor
11210 - Laborer, Grounds Maintenance
11240 - Maid or Houseman
11260 - Pruner
11270 - Tractor Operator
11330 - Trail Maintenance Worker
11360 - Window Cleaner

12000 - Health Occupations
12010 - Ambulance Driver
12011 - Breath Alcohol Technician
12012 - Certified Occupational Therapist Assistant
12015 - Certified Physical Therapist Assistant
12020 - Dental Assistant
12025 - Dental Hygienist
12030 - EKG Technician
12035 - Electroneurodiagnostic Technologist
12040 - Emergency Medical Technician
12071 - Licensed Practical Nurse I
12072 - Licensed Practical Nurse II
12073 - Licensed Practical Nurse III
12080 - Medical Assistant
12130 - Medical Laboratory Technician
12160 - Medical Record Clerk
12190 - Medical Record Technician
12195 - Medical Transcriptionist
12210 - Nuclear Medicine Technologist
12221 - Nursing Assistant I
12222 - Nursing Assistant II
12223 - Nursing Assistant III
12224 - Nursing Assistant IV
12235 - Optical Dispenser
12236 - Optical Technician
12250 - Pharmacy Technician
12280 - Phlebotomist
12305 - Radiologic Technologist
12311 - Registered Nurse I
12312 - Registered Nurse II
12313 - Registered Nurse II, Specialist
12314 - Registered Nurse III
12315 - Registered Nurse III, Anesthetist
12316 - Registered Nurse IV
12317 - Scheduler (Drug and Alcohol Testing)
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
13012 - Exhibits Specialist II
13013 - Exhibits Specialist III
13041 - Illustrator I
13042 - Illustrator II
13043 - Illustrator III
13047 - Librarian
13050 - Library Aide/Clerk
13054 - Library Information Technology Systems Administrator
13058 - Library Technician
13061 - Media Specialist I
13062 - Media Specialist II
13063 - Media Specialist III
13071 - Photographer I
13072 - Photographer II
13073 - Photographer III
13074 - Photographer IV
13075 - Photographer V
13110 - Video Teleconference Technician
14000 - Information Technology Occupations
14041 - Computer Operator I
14042 - Computer Operator II
14043 - Computer Operator III
14044 - Computer Operator IV
14045 - Computer Operator V
14071 - Computer Programmer I (1)
14072 - Computer Programmer II (1)
14073 - Computer Programmer III (1)
14074 - Computer Programmer IV (1)
14101 - Computer Systems Analyst I (1)
14102 - Computer Systems Analyst II (1)
14103 - Computer Systems Analyst III (1)
14150 - Peripheral Equipment Operator
14160 - Personal Computer Support Technician
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
15020 - Aircrew Training Devices Instructor (Rated)
15030 - Air Crew Training Devices Instructor (Pilot)
15050 - Computer Based Training Specialist / Instructor
15060 - Educational Technologist
15070 - Flight Instructor (Pilot)
<table>
<thead>
<tr>
<th>Code</th>
<th>Occupation</th>
<th>Rate</th>
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<tbody>
<tr>
<td>15080</td>
<td>Graphic Artist</td>
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<tr>
<td>15090</td>
<td>Technical Instructor</td>
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<td>15095</td>
<td>Technical Instructor/Course Developer</td>
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<td>15110</td>
<td>Test Proctor</td>
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<td>15120</td>
<td>Tutor</td>
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<tr>
<td>16000</td>
<td>Laundry, Dry-Cleaning, Pressing And Related Occupations</td>
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24.29

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<td>Instrument Mechanic</td>
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<td>Laboratory/Shelter Mechanic</td>
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24000 - Personal Needs Occupations

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<td>24620</td>
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25000 - Plant And System Operations Occupations

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<td>Sewage Plant Operator</td>
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<td>25190</td>
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27000 - Protective Service Occupations

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<td>27030</td>
<td>Detection Dog Handler</td>
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<td>Detention Officer</td>
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28000 - Recreation Occupations
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<td>Lifeguard</td>
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http://www.wdol.gov/wdol/seafiles/std/05-2353.txt

8/28/2007
31361 - Truckdriver, Light
31362 - Truckdriver, Medium
31363 - Truckdriver, Heavy
31364 - Truckdriver, Tractor-Trailer
99000 - Miscellaneous Occupations
  99030 - Cashier
  99050 - Desk Clerk
  99095 - Embalmer
  99251 - Laboratory Animal Caretaker I
  99252 - Laboratory Animal Caretaker II
  99310 - Mortician
  99410 - Pest Controller
  99510 - Photofinishing Worker
  99710 - Recycling Laborer
  99711 - Recycling Specialist
  99720 - Refuse Collector
  99810 - Sales Clerk
  99820 - School Crossing Guard
  99830 - Survey Party Chief
  99831 - Surveying Aide
  99832 - Surveying Technician
  99840 - Vending Machine Attendant
  99841 - Vending Machine Repairer
  99842 - Vending Machine Repairer Helper

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.16 per hour or $126.40 per week or $547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photo-flash 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 regrading 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 ammunitions. 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.


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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) 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 and computes a proposed rate.

2) After contract award, the contractor prepares a written report listing in order of proposed classification title, a Federal grade equivalency (FGE) for each proposed classification, job description, and rationale for proposed wage rate, 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

AMENDMENT OF SOLICITATION

1. CONTRACT ID CODE
2. AMENDMENT/MODIFICATION NO.
   C-006
3. EFFECTIVE DATE
   11-13-2007
4. REQUIREMENT/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)
6. ISSUED BY
   Office of the Federal Detention Trustee
   4601 N Fairfax Drive
   Suite
   Arlington, VA 22203
7. ADMINISTERED BY (If other than Item 6)
   same as block #6
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, State and Zip Code)
   Corrections Corporation of America
   Attn: 
   10 Buron Hills Boulevard
   Nashville, TN 37215
9. AMENDMENT OF SOLICITATION NO.
   CDT-5-C-0010 (Elizabeth)
   07-01-2005
10. DATED (See Item 11)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   [ ] The above numbered solicitation is amended as set forth in Item 14. The box and date specified for receipt of Offers is extended, [ ] is not extended.
   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
   (a) By completing Items 8 and 15, and returning copies of the amendment.
   (b) By acknowledging receipt of this amendment in each copy of the offer submitted, or
   (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
   12. ACCOUNTING AND APPROPRIATION DATA (If required)
   [ ]
   13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   [ ]
   a. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
   b. THE ABOVE NUMBERED CONTRACT/ORDER NO. IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)
   c. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   d. OTHER (Specify type of modification and authority)
   e. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return copies to the issuing office.
   14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organize by UFC section headings, including solicitation/contract subject matter where feasible.)
   Contract Number DDT-5-C-0010 is hereby modified to:
   1. Change the Contracting Officer from [Redacted] to [Redacted] effective from the date in block #3.
   2. All other terms and conditions remain the same
   Should you have any questions, please contact [Redacted] on (202) 353-________

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
   16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   16B. DATE SIGNED
   16C. DATE SIGNED

PREVIOUS EDITION UNUSABLE
This form was electronically produced by DDC Federal Forms, Inc.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
2. AMENDMENT/MODIFICATION NO.
   0009
3. EFFECTIVE DATE
   03/26/08
4. REGISTRATION/PURCHASE REQ. NO.
   N/A
5. PROJECT NO. (If applicable)
   N/A
6. ISSUED BY
   U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 North Fairfax Drive, Suite
   Arlington, VA 22203
7. ADMINISTERED BY (If other than item 6)
   Same as block #6
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and zip code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215
9. AMENDMENT OF SOLICITATION NO.
   X
10. MODIFICATION OF CONTRACT/ORDER NO.
    ODT-5-C-0010 (Elizabeth)
    03/26/08 (See Item 11)
11. DATED (See Item 11)
    07/01/05

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers □ is extended, □ is not extended.
   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:
   (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
   or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN RECEIPT OF YOUR OFFER. If by virtue of this amendment
   your desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this
   amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
    IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   CHECK ONE
   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
   NO. IN ITEM 10A.
   X
   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pay office, approval date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(a)
   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   D. OTHER (Specify type of modification and authority)

   E. IMPORTANT: Contractor [X] is not, □ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organize by UCF section headings, including solicitation/contract subject matter where feasible.)

   Contract Number ODT-5-C-0010, Elizabeth, NJ is hereby modified to incorporate the attached
   *** All other terms and conditions of the contract remain unchanged ***

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as headings changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
   03/20/08
   (Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. CONTRACT/ORDER NO.
16C. DATE SIGNED

FORM 30 (REV. 10-83)
Previous edition unacceptable

NSN 7540-01-152-8070
A publication of the Office of the Inspector General (OIG) in accordance with section 5 of the Inspector General Act of 1978, as amended, and other related laws (28 U.S.C. 501(a)). The purpose of this publication is to provide guidance to agencies on the procedures for investigating and disciplining officials for sexual misconduct.

Sexual misconduct is defined as any sexual activity or behavior that is not consensual or that occurs in a federal agency's workplace. The OIG is responsible for investigating allegations of sexual misconduct and for determining whether any actions were taken in violation of federal law.

The OIG has developed a sexual misconduct policy to ensure that all employees are aware of the standards of conduct expected of them. The policy applies to all employees, regardless of their position in the federal government.

In accordance with the policy, all employees are required to report any incidents of sexual misconduct. The OIG is committed to investigating all allegations of sexual misconduct promptly and thoroughly.

If you have any questions or concerns about sexual misconduct, please contact the OIG at 1-800-689-0999. The OIG can provide you with more information about the procedures for investigating sexual misconduct and for taking disciplinary action.

For more information, visit the OIG's website at www.oig.hhs.gov. The OIG's mission is to ensure the integrity of the federal government's programs and to serve the public by providing oversight and guidance to federal agencies.

General Disclaimer

This publication is not a legal document and does not create any legal obligations. It is intended to provide guidance to agencies on the procedures for investigating and disciplining officials for sexual misconduct. The OIG is committed to investigating all allegations of sexual misconduct promptly and thoroughly.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0010
3. EFFECTIVE DATE 05/08/08
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 North Fairfax Drive, Suite 2220
   Arlington, VA 22203

7. ADMINISTERED BY [If other than item 6] N/A

8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, state, and zip code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

9. AMENDMENT OF SOLICITATION NO. [X]
9A. MODIFICATION OF CONTRACT/ORDER NO.
   ODT-5-C-0010 (Elizabeth)
9B. DATED (SEE ITEM 11) 07/01/05

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change must be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

Changes Clause of the Contract (FAR 52.243-1)

E. IMPORTANT: Contractor ☑ is not, ☐ is required to sign this document and return ☐ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DOSe section headings, including solicitation/contract subject matter where feasible.)

Contract Number ODT-5-C-0010, Elizabeth, NJ is hereby modified to incorporate the following:

The Contractor shall develop a policy within sixty days of the date of this modification to prevent the introduction of contraband upon admission to or release from the facility or to other authorities. This policy shall be certified by Corporate Counsel to ensure it is consistent with state, local, and federal laws prior to submission to the Contracting Officer for approval.

*** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED ***

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)

16B. CONTRACTING OFFICE (Type or print)

16C. DATE SIGNED 05/08/08

(Signature of person authorized to sign)

NSN 7540-01-152-8070
Previous edition unavailable

FEDERAL SUPPLY SCHEDULE STANDARD FORM 30 REV. 10-831
Revised by 02A FAR 48 CFR 52.243
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0011
3. EFFECTIVE DATE 07/01/08
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (if applicable) N/A
6. ISSUED BY U.S. Department of Justice
7. ADMINISTERED BY (if other than Item 6) Same as Block #6

B. NAME AND ADDRESS OF CONTRACTOR (No., street, city, State and ZIP Code)
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

X 9A. AMENDMENT OF SOLICITATION NO.
X 9B. DATED (SEE ITEM 11) 07/01/05
X 10A. MODIFICATION OF CONTRACT/OFFER NO.
ODT-5-C-0010 (Elizabeth)
X 10B. DATED (SEE ITEM 11) 07/01/05

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
[a] by completing Items 8 and 15, and returning copies of the amendment; [b] by acknowledging receipt of this amendment on each copy of the offer submitted; or [c] by separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/OFFER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: [Specify authority] THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT/OFFER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER [Specify type of modification and authority]

Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ICF section headings, including solicitation/contract subject matter where feasible.)
Contract Number ODT-5-C-0010, Elizabeth, NJ is hereby modified to incorporate the following:

On the first day of each quarter of the calendar year, the Contractor shall provide to the Contracting Officer Technical Representative the facility's current staffing complement and vacancies. The contractor shall also provide a plan of actions for each vacancy with target dates until the positions are filled. The format of the Staffing Complement Report shall be consistent with the Contractor's Staffing Plan submitted in their technical proposal.

*** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED ***

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereof, are unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACT/OFFER NO. ODT-5-C-0010

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. DATE SIGNED 07/01/08

Signature of person authorized to sign

NSN 7540-01-152-8020
Previous edition unusable
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0012
3. EFFECTIVE DATE 10/01/08
4. REGULATION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (if applicable) N/A
6. ISSUED BY U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 North Fairfax Drive, Suite
   Arlington, VA 22203
   Same as Block #6

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

11A. AMENDMENT OF SOLICITATION NO.
   ODT-5-C-0010 (Elizabeth)
   11B. DATED (SEE ITEM 11) 07/01/05

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
   FAR 52.217-9 Option to Extend the Terms of the Contract
   X

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

Contract Number ODT-5-C-0010, Elizabeth, New Jersey is hereby modified to exercise the first option period from October 1, 2008 through September 30, 2011.

Estimated Base Contract Amount: [ ]
Estimated Changes to Date: [ ]
Estimated Amount of this Change: [ ]
Estimated Total Contract Amount: [ ]

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as hereafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OPPOSING
15C. DATES/REMARKS

(Signature of person authorized to sign)

NSN 7540-01-152-8070
Previous edition unusable

Department of the Army
Form ASF 30 (REV 10-04)

ASG/CPA 09-0034035

Authorized by RSA FAR (49 CFR) 53.243
CONTRACTOR'S STATEMENT OF RELEASE

In consideration of this modification, it is agreed that, as complete equitable adjustment for the Contractor's continued performance under this contract, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification. By signing this Modification Number 12 at Box 15B, the Contractor so releases the Government.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0013
3. EFFECTIVE DATE 02/05/09
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (if applicable) N/A
6. ISSUED BY

U.S. Department of Justice
Office of the Federal Detention Trustee
4501 North Fairfax Drive, Suite [Redacted]
Arlington, VA 22203

7. ADMINISTERED BY (if other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

9. AMENDMENT OF SOLICITATION NO.

[X] 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ODT-5-C-0010 (Elizabeth)

10B. DATED (SEE ITEM 11)

07/01/05

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Item 16, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] FAR 52.222-44 Fair Labor Standards Act & Service Contract Act - Price Adjustment

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract ODT-5-C-0010, Elizabeth Detention Center, Elizabeth, New Jersey is hereby modify to incorporate the Department of Labor Wage Determination No. 2005-2253, Revision No.:6, Date of Revision: 09/11/2008. The wage determination and subsequent labor category wage increases are in effect as of March 5, 2009. CCA shall notify the Contracting Officer of an increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR (Type or print)

15C. DATE SIGNED

03/05/09

SIGNATURE OF PERSON AUTHORIZED TO SIGN

NSN 7540-01-152-8670
Previous edition unsuitable

FEDERAL Acquisition REGULATION (FAR) 48 CFR, 53.243

FORM 30 (REV. 10-03)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.
   0014

3. EFFECTIVE DATE
   03/24/09

4. REQUISITION/PURCHASE REQ. NO.
   N/A

5. PROJECT NO. (if applicable)
   N/A

6. ISSUED BY
   U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 North Fairfax Drive, Suite
   Arlington, VA 22203

7. ADMINISTERED BY (if other than item 6)
   Same As Block #6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (see item 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
   ODT-5-C-0010 (Elizabeth)

10B. DATED (see item 11)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   □ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, □ is not extended.

   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:
   □(a) by completing items 8 and 15, and returning ☑□ copies of the amendment; □(b) by acknowledging receipt of this amendment on each copy of the offer submitted;
   or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   □ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
   ☑ X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
   □ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   □ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☑ X is not. □ is required to sign this document and return ——— copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by CUC section headings, including solicitation/contract subject matter where feasible)

Contract Number ODT-5-C-0010, Elizabeth, NJ, is hereby modified to change the Contracting Officers Technical Representative (COTR) to Supervisory Detention and Deportation Officer Adam Garcia as Primary COTR and Mission Support Specialist [Redacted] as Alternate COTR.

*** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED ***

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. DATE SIGNED

NSN 7640-01-152-8070
Previous edition unsuitable

FORM 30 (REV. 10-03)
FAR 48 CFR 13.203
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0015
3. EFFECTIVE DATE 05/23/09
4. PROCUREMENT/PURCHASE REQ. NO. [Redacted]
5. PROJECT NO. [Redacted]
6. ISSUED BY Code
   U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 N. Fairfax Drive, Suite [Redacted]
   Arlington, VA 22203
7. ADMINISTERED BY Code
   U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 N. Fairfax Drive, Suite [Redacted]
   Arlington, VA 22203
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, state and zip code)
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
    ODT-5-C-0010
10B. DATED (SEE ITEM 11)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.
   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by either of the following methods:
   (a) By completing Items 15 and 16, and returning _____ copies of this amendment;
   (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
   (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   ☑ CHECK ONE
   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
      ☑ FAR 52.222-44 Fair Labor Standards Act & Service Contract Act
   D. OTHER (Specify type of modification and authority)

14. IMPORTANT: Contractor ☑ is not ☐ required to sign this document and return ______ copies to the issuing office.

15. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The Collective Bargaining Agreement (CBA) between Correction Corporation of America (CCA) Elizabeth Detention Center (EDC) and the International Union, Security, Police and Fire Professionals of America (SFPFA) and its amalgamated Local Union 448 is hereby incorporated into contract ODT-5-C-0010. The Contractor shall notify the Contracting Officer of any increase or decrease claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The date for submission of an claim of an increase or decrease shall be submitted by June 31, 2009. POC: [Redacted] at 202-297-

Exhibit as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/ORDERER (Signature of person authorized to sign)
15C. DATE SIGNED 05/22/00
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. DATE SIGNED [Redacted]
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: Elizabeth

2. AMENDMENT/MODIFICATION NO.: Modification #0016

3. EFFECTIVE DATE: 11/09/09

4. REQUIREMENT/PURCHASE REQ. NO.: 

5. PROJECT NO. (if applicable): 

6. ISSUED BY: U.S. Department of Justice
   Office of the Federal Detention Trustee
   4601 North Fairfax Drive, Suite 
   Arlington, VA 22203

7. ADMINISTERED BY (if other than item 6): 

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code):
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215

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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
(a) By completing items 8a and 15b, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE TO ACKNOWLEDGE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return ——— copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)


***ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED***

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. CONTRACT/ORDER NO. (Type or print)

16C. DATE SIGNED

11/09/09

NSN 7540-01-162-8570
Previous edition unusable
The purpose of this bi-lateral modification is to incorporate the 2008 ICE Performance Based National Detention Standards into paragraph 5.1.7 of the performance work summary.

Please refer to this link for the ICE Operational Manual

http://www.ice.gov/partners/dto/PSBNS/index.htm

Continued...
<table>
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<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<tr>
<td></td>
<td>all other terms and conditions remain unchanged.</td>
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</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID/NO. | PAGE OF PAGES
PD0016 | 1

2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE

CORRECTIONS CORPORATION OF AMERICA
10 BURZON HILLS BLVD
NASHVILLE TN 37213-6005

4. REQUISITION/BUYING DIV. NO. | 5. PROJECT NO. (IF APPROPRIATE)

6. ISSUED TO CODE: OCE/ON/DC-DC

ICE/Detent Mgmt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite
Washington DC 20536

7. ADMINISTERED BY (Name/Mail Room #) CODE: ICE/DIA/DC-DC

ICE/Detent Mgmt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite
Acting: [Redacted]
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR:

NASHVILLE TN 37213-6005

9. AMENDMENT OR MODIFICATION NO.

10. DATED (DATE FROM TN)

11. OA MODIFICATION OR CONTRACT MODIFICATION NO.

12. DATED (DATE TO)

03/03/2010

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Enumerate by TAC section headings, including subcategories and specific location where possible.)

DUNS Number: 139734151
Field Office POC: [Redacted], 202-732-5000
Contracting Officer: [Redacted], 202-732-5000
Contract Specialist: [Redacted], 202-732-5000

The purpose of this bi-lateral modification is to incorporate the Wage Determination and Collective Bargaining Agreement.

Please see Attachment A.

All other terms and conditions remain unchanged.

DAE NAME AND TITLE OF CONTRACTING OFFICER (If any)

CENSORED

[Redacted]

STANDARD FORM 41 (Rev. 10-83)
Protected by GSA
FMT (40 CFR) 02.9223
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2010-0042
Shirley F. Ebbecon Division of | Revision No.: 2
Director Wage Determinations| Date Of Last Revision: 04/29/2010

State: New Jersey

Area: New Jersey County of Union

Employed on Department of Homeland Security contract for comprehensive services at detention facility:

Collective Bargaining Agreement between Correction Corporation of America and National Professional Corrections Union/International Association of Machinists and Aerospace Workers, AFL-CIO, effective December 1, 2009 through November 30, 2012.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
AMENDMENT TO SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NUMBER

PD0019

2. EFFECTIVE DATE

See Block 16C

3. CONTRACTvron:

ICE/Detain Mgmt/Detain Contracts DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 1 Street NW, Suite
Washington DC 20536

A. NAME AND ADDRESS OF CONTRACTOR, SUBCONTRACTORS, NEXT OF Kin AND FINANCING

CORRECTIONS CORPORATION OF AMERICA
3800 LEDEX PL 6TH FLOOR
NASHVILLE TN 372156105

CPRD 1597342151000

The above named contractor is a minority and minority owned business

The undersigned officer, on behalf of the contractor, authorized to sign legal documents for the contractor

The contractor signs this document in view of the undersigned officer, authorized to sign legal documents for the contractor

03/03/2010

I, the undersigned officer, authorized to sign legal documents for the contractor, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

I, the undersigned officer, authorized to sign legal documents for the contractor, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

See Schedule

A. This item only applies to modification of contract orders. It identifies the contract order number as described in Item 16.

16. In the event of a conflict between this amendment and the original contract, the original contract shall be controlling.

This is an amendment to the contract identified by ICE/Detain Mgmt/Detain Contracts DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 1 Street NW, Suite
Washington DC 20536

The purpose of this bilateral modification is to incorporate SECTIONS A - SUPPLIES OR SERVICES AND PRICES/COST to the basic contract.

Please see Attachment A.

Continued...

[redacted]
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SEVICES</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>All other terms and conditions remain unchanged.</td>
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### SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**BASE PERIOD:** July 1, 2005 thru September 30, 2008

<table>
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<th>Item</th>
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<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
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<tr>
<td>0002</td>
<td>Detention Services <em>(Estimated) (per detainee)</em></td>
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<tr>
<td>0003</td>
<td>Off-Site Guard Svs</td>
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</table>

*These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transporations miles to be reimbursed at the federal travel allowance rate.*

- a. Guard Services (Estimated)
- b. Transportation (Estimated)

**Total Estimated Cost for the Base Period**

---

**OPTION PERIOD ONE:** October 1, 2008 thru September 30, 2011

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<td>Detainee Services – 12 months</td>
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<td>1 Month</td>
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<td><em>(10/1/2008 – 9/30/2009)</em></td>
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<td>Detainee Services – 6 Months</td>
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*These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transporations miles to be reimbursed at the federal travel allowance rate.*

- a. Guard Services (Estimated)

**Total Item 1001**

---
### OPTION PERIOD TWO: October 1, 2011 thru September 30, 2014

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<th>Item</th>
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<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]</td>
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</tr>
<tr>
<td></td>
<td>a. Guard Services (Estimated)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>b. Transportation (Estimated)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Total Estimated Cost for Option Period Two</strong></td>
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### OPTION PERIOD THREE: October 1, 2014 thru September 30, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
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</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>3003</td>
<td>Off-Site Guard Svs</td>
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</tr>
<tr>
<td></td>
<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>a. Guard Services (Estimated)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>b. Transportation (Estimated)</td>
<td></td>
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<tr>
<td></td>
<td><strong>Total Estimated Cost for Option Period Three</strong></td>
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### OPTION PERIOD FOUR: October 1, 2017 thru September 30, 2020

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>4001</td>
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<td>1 Month</td>
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</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4003 Off-Site Guard Svs
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

- a. Guard Services (Estimated)
- b. Transportation (Estimated)

**Total Estimated Cost for Option Period Four**

### OPTION PERIOD FIVE: October 1, 2020 thru September 30, 2023

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5003 Off-Site Guard Svs
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

- a. Guard Services (Estimated)
- b. Transportation (Estimated)

**Total Estimated Cost for Option Period Five**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO. P00020

2. AMENDMENT/MODIFICATION NO. 0

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE CARD NO. 0

5. PROJECT NO. (If applicable)

6. ISSUED BY

ICM/DET/CONTRACTS-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 20536
Washington DC 20536

7. ADMINISTERED BY (Federal, State or Local)

ICM/DET/CONTRACTS-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 20536
Attn: [Redacted]
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (City, street number and street name)

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9. NAME AND ADDRESS OF CONTRACTOR SITE (City, street number and street name)

10. AMENDMENT OF SOLICITATION NO.

11. DATED (See Item 13)

12. MODIFICATION OF CONTRACT/ORDER NO.

OUT-5-C-01010/

13. DATED (See Item 13)

14. FACILITY CODE

1597341510000

03/03/2010

03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above number is only applicable to amendments as set forth in item 14. The name and address specified in this solicitation is mentioned as an amendment, by any of the following methods: (1) by amending copies of the amendment of item 12, (2) by amending the solicitation, and (3) by amending the solicitation. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you value the solicitation, you are required to sign this document and return it to the issuing office.

☐ I am not required to sign this document and return it to the issuing office.

12. ACCOUNTING AND APPROPRIATION DATA (If applicable)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDER. IF MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 13.

X B. THE ABOVE NUMBERED CONTRACTOR IS INFORMED TO ACCEPT THE ADMINISTRATIVE CHANGES (such as changes in pricing, payment, and term, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF 48 CFR 11.

☐ C. OTHER (Specify type of modification and authority)

X Incorporate Section B

14. IMPORTANT: Contractor is not required to sign this document and return it to the issuing office.

DUNS Number: 159734151
Field Office FOC: [Redacted]
DAFO FOC: [Redacted]
Contracting Officer: [Redacted]
Contract Specialist: [Redacted]

The purpose of this modification is to revise the subject contract as a result of negotiations to house Level 2 ICE Detainees in the Elizabeth Detention Center. As a result, the following changes are incorporated.

Please see Attachment A.

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 3A or 10A, as herein changed, remain unchanged and in full force and effect.

[Redacted]

[Redacted]

105 DATED/11/13

116 DATED SIGNED

30SEP2011

[Redacted]
All other terms and conditions remain unchanged.
The purpose of this modification is to revise the subject contract as a result of negotiations to house Level 2 ICE Detainees in the Elizabeth Detention Center. As a result, the following changes are incorporated.

The facility will house Level 2 ICE Detainees in accordance with the 2008 Performance Based National Detention Standards (PBNDS) located at: http://www.ice.gov/detention-standards/2008/

Section B – Supplies or Services and Prices/ Costs
The period of performance for this contract will be for a three-year base period, with one three-year option period and ten, one-year option periods. Potentially the contract could have a 16-year contract period (July 2005 though September 2021).

Section B Note:
Non Service Contract Act related costs have been escalated by 4.2% each Option Period which translates to a 1.75% overall increase each period. Changes to the prices in Section B as a result of the Service Contract Act laws and regulations will apply only to applicable Service Contract Act wages, benefits, etc.

Section F.2 Performance

2.2 The performance periods of the contract shall be effective from the NTP through September 30, 2008 with the Government’s unilateral right to exercise Option Period One and the parties’ rights to mutually exercise the remaining option year periods in accordance with the terms and conditions of this contract.

Section H – Special Contract Requirements

1.4.1 ICE will be granted a grace period from October 1, 2011 though October 31, 2011 from the guaranteed minimum. During this period the 285 minimum guarantee will not apply.

1.4.2 The Guaranteed minimum payment specified in Section B shall be waived during periods of evacuation. The guarantee provisions will be reinstated once the facility has been deemed ready for occupancy.

Section I – Contract Clauses

1.4 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 *(See below)* days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 16 years (July 2005 though September 2021).

*Option Exercises will be subject to bi-lateral modification*
Section J – List of Attachments

Incorporate the following:

1. Wage Determination.
   Upon approval by the Department of Labor (DOL), the Collective Bargaining Agreement (CBA) between Corrections Corporation of America (CCA) and the International Union, Security, Police and Fire Professionals of America (SPFPA) – effective September 25, 2011 through September 30, 2014 (“CBA”), appropriate notice of such approval will be provided to CCA and the CBA will be incorporated into the referenced Contract. Pending approval of the CBA, the wage rates set forth in the CBA will be incorporated into the Contract and effective as of September 25, 2011. In the event that the DOL does not approve the CBA for any reason and approves a wage determination with wages and/or benefits higher than those included in the CBA, CCA will be entitled to an equitable adjustment sufficient to cover such higher wages and/or benefits and any penalty which may be found or assessed by the DOL against CCA.


3. Elizabeth Detention Center Housing Scheme

4. Contract Staffing Pattern (ELIZABETH300-CR-09/14/11)

5. Technical Exhibit 8 – Remote Custody and Secure Transportation Services
   Add the following to Technical Exhibit – 8.
   CCA will provide transportation services for detainees in ICE/CCA custody between the Elizabeth facility and the following locations – the field office, consulates, hospitals, airports and Essex County Jail.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>0001</td>
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<td></td>
<td>1 Month</td>
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<tr>
<td>0002</td>
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<tr>
<td>0003</td>
<td>Off-Site Guard Svcs</td>
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<tr>
<td></td>
<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]</td>
<td></td>
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</tr>
<tr>
<td>a.</td>
<td>Guard Services (Estimated)</td>
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</tr>
</tbody>
</table>
### Comprehensive Secure Detention Services
Elizabeth, NJ

### Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0010
P00020

**b. Transportation (Estimated)**

**Total Estimated Cost for the Base Period**

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**OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tr>
<td>1001</td>
<td>Detainee Services – 12 months (10/1/2008 – 9/30/2009)</td>
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<td>1 Month</td>
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<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months (10/1/2009 – 3/31/2010)</td>
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<td>1 Month</td>
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<td>1001b</td>
<td>Detainee Services – 6 Months (4/1/2010 – 9/30/2010)</td>
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<td>1 Month</td>
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<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months (10/1/2010 – 9/30/2011)</td>
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<td>1 Month</td>
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<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
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</tbody>
</table>
| 1003  | Off-Site Guard Svs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]
  | a. Guard Services (Estimated)                     |     |        |            |             |
  | b. Transportation (Estimated)                     |     |        |            |             |
|       | **Total Estimated Cost for Option Period One**    |     |        |            |             |

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**OPTION PERIOD TWO: October 1, 2011 thru September 30, 2012**

<table>
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<tr>
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<tr>
<td>2003</td>
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3
<table>
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<td>3001</td>
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</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
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<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
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</tbody>
</table>

OPTION PERIOD THREE: October 1, 2012 thru September 30, 2013

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

a.  Guard Services                                                | Month |            |            |

Total Estimated Cost for Option Period Three

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Comprehensive Secure Detention Services
Elizabeth, NJ

Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0010
P00020

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### OPTION PERIOD FOUR: October 1, 2013 thru September 30, 2014

<table>
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<tr>
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<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
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[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

Total Estimated Cost for Option Period Four

### OPTION PERIOD FIVE: October 1, 2014 thru September 30, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
### Comprehensive Secure Detention Services
Elizabeth, NJ

### Corrections Corporation of America (CCA)
Contract Award No. ODF-5-C-0010
P00020

<table>
<thead>
<tr>
<th>c. Additional Guard Services</th>
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**Total Estimated Cost for Option Period Five**

### OPTION PERIOD SIX: October 1, 2015 thru September 30, 2016

<table>
<thead>
<tr>
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<th>Description</th>
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<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
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</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a. Guard Services |  |  |
| b. Transportation Miles (Estimated) |  |  |
| c. Additional Guard Services |  |  |

**Total Estimated Cost for Option Period Six**

### OPTION PERIOD SEVEN: October 1, 2016 thru September 30, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>7001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
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</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at]
the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>8001</td>
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<td></td>
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</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>8003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
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</tr>
</tbody>
</table>

Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
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<td>9002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
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<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------</td>
<td>-----</td>
<td>-------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>a.</th>
<th>Guard Services</th>
<th></th>
<th>Month</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Nine

---

**OPTION PERIOD TEN: October 1, 2019 thru September 30, 2020**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101</td>
<td>Detainee Services</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1103</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>a.</th>
<th>Guard Services</th>
<th></th>
<th>Month</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Ten

---

**OPTION PERIOD ELEVEN: October 1, 2020 thru September 30, 2021**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tr>
<td>1201</td>
<td>Detainee Services</td>
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<tr>
<td>Code</td>
<td>Services</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------</td>
<td>----</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>1202</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1203</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1204</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.*

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td>Month</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Ten**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
Elizabeth Detention Center Housing Scheme

A Dorm – 20
B Dorm – 20
C Dorm – 20
D Dorm – 43
E Dorm – 44
F Dorm – 40
G Dorm – 44
H Dorm – 44

Male housing area total = 275 beds

J Dorm – 6 converting into recreation area
K Dorm - 6 converting into recreation area
L Dorm - 6 converting into recreation area
M Dorm - 6 converting into recreation area
N Dorm - 29

Female Housing area total = 29 beds (after the 24 are eliminated for recreational opportunities)

Total GP beds 304 (going forward all beds will be used for males)

Male Special Housing Unit – 11
Female Special Housing Unit -1

Total Segregation beds = 12 (all male from this point forward)
### ELIZABETH DETENTION CENTER
Elizabeth, New Jersey

#### 300 ICE Beds

**Contract Staffing Pattern**

<table>
<thead>
<tr>
<th>STAFF DEPLOYMENT BY SHIFT &amp; POSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGEMENT/SUPPORT</td>
</tr>
<tr>
<td>SECURITY/OPERATIONS</td>
</tr>
<tr>
<td>SECURITY/HOUSING</td>
</tr>
<tr>
<td>MAINTENANCE</td>
</tr>
<tr>
<td>SERVICES</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

**MANAGEMENT/SUPPORT**

<table>
<thead>
<tr>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
</tr>
<tr>
<td>2nd</td>
</tr>
<tr>
<td>3rd</td>
</tr>
<tr>
<td>Days</td>
</tr>
<tr>
<td>Relief</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Warden</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Warden</td>
<td></td>
</tr>
<tr>
<td>Training Manager</td>
<td></td>
</tr>
<tr>
<td>Business Manager</td>
<td></td>
</tr>
<tr>
<td>Manager, Human Resources</td>
<td></td>
</tr>
<tr>
<td>Human Resource Assistant</td>
<td></td>
</tr>
<tr>
<td>Manager, Quality Assurance/Safety</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Administrative Clerk</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>SECURITY/OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift: Supervisor</td>
</tr>
<tr>
<td>Assistant Shift Supervisor</td>
</tr>
<tr>
<td>SDO - Disciplinary Hearing Officer</td>
</tr>
<tr>
<td>Intake/Release Officer</td>
</tr>
<tr>
<td>Visitation Officer</td>
</tr>
<tr>
<td>Laundry Officer</td>
</tr>
<tr>
<td>Transportation Officer</td>
</tr>
<tr>
<td>Medical Officer</td>
</tr>
<tr>
<td>Perimeter Patrol Officer</td>
</tr>
<tr>
<td>Central Control Officer</td>
</tr>
<tr>
<td>Recreation Officer</td>
</tr>
<tr>
<td>Utility/Search &amp; Escort Officer</td>
</tr>
<tr>
<td>Court Officer</td>
</tr>
<tr>
<td>Front Entrance (Lobby) Officer</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>SECURITY/HOUSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units A, B &amp; C - 20 Male Beds</td>
</tr>
<tr>
<td>Housing Officer</td>
</tr>
<tr>
<td>Roving Officer (All Housing Units)</td>
</tr>
<tr>
<td>Units D, E, F, G &amp; H - 40 Male Beds</td>
</tr>
<tr>
<td>Housing Officer</td>
</tr>
<tr>
<td>Units J, K, L &amp; M - 6 &amp; 6 Female Beds</td>
</tr>
<tr>
<td>Housing Officer</td>
</tr>
<tr>
<td>Unit N - 25 Female Beds</td>
</tr>
<tr>
<td>Housing Officer</td>
</tr>
</tbody>
</table>

**TOTAL**

---

Page 1 of 3
### ELIZABETH DETENTION CENTER
Elizabeth, New Jersey

#### 300 ICE Beds

**Contract Staffing Pattern**

<table>
<thead>
<tr>
<th>MAINTENANCE</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
<th>Days Covered</th>
<th>Relief Factor</th>
<th>Total Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Worker</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Service Worker</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
<th>Days Covered</th>
<th>Relief Factor</th>
<th>Total Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse/Laundry Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library Aide</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Service Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Food Service Manager</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Food Service Worker</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Post positions included in the Detention Officer job classification.*

**Positions hired on a contractual or fee basis for services rendered.**

**BOLD - Priority Post.**

**ITALICS - Key Position.**
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2 AMENDMENT/MODIFICATION NO. P60021
3 EFFECTIVE DATE See Block 16C
4 REQUISITION/PURCHASE REQ. NO.
5 PROJECT NO. (if applicable)

6 ISSUED BY ICE/Detent Mgmt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite
Washington DC 20536

7 ADMINISTERED BY ICE/Detent Mgmt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite
Attn: Washington DC 20536

6A NAME AND ADDRESS OF CONTRACTOR CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

6B AMENDMENT OF SOLICITATION NO.

6C DATED (SEE ITEM 11)

7A MODIFICATION OF CONTRACT ORDER NO. ODI-5-C-0017

7B DATED (SEE ITEM 13) 03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IF BY VIRTUE OF THIS AMENDMENT YOU DESIRE TO CHANGE AN OFFER ALREADY SUBMITTED, SUCH CHANGE MAY BE MADE BY TELEGRAM OR LETTER, PROVIDED EACH TELEGRAM OR LETTER MAKES REFERENCE TO THE SOLICITATION AND THIS AMENDMENT, AND IS RECEIVED PRIOR TO THE OPENING HOUR AND DATE SPECIFIED.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in property, appropriations, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.109(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ Other (Specify type of modification and authority)

☐ See attachment A

E. IMPORTANT: Contractor (If not, he is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151
Field Office POC: 202-732-7937
DFAU POC: 973-776-2032
Contacting Officer: 202-732-0927
Contract Specialist: 202-732-3186

The purpose of this bi-lateral modification is to incorporate the Wage Determination and Collective Bargaining Agreement.

Please see attachment A.

Continued...

Except as provided herein, all terms and conditions of the document referenced in item 10A, as hereafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15C. DATE SIGNED 04 OCT 2011

NGA 7540-01-455-0079

STANDARD FORM 20 (REV. 10-83)

Previous edition unclassified

Sponsored by GSA
FAR (48 CFR) 33.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td>All other terms and conditions remain unchanged.</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Employed on Department of Homeland Security contract for comprehensive services at detention facility:


In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
### Amendment of Solicitation/Modification of Contract

**Amendment No.** P00022

**Effective Date** See Block 16C

**Requisition/Purchase Order No.**

**Product No.** (Applicable)

**Issued By**

ICE/OM/DC-DC

**Office of Acquisition Management**

801 I Street NW, Suite

Washington DC 20536

**Att: Washington DC 20536**

**Date of Amendment**

**Proposed Date of Contract Performance No.**

**Proposed Date of Contract Performance**

**03/03/2010**

**Accounting and Appropriation Data Required**

See Schedule

**This Item Only Applies to Modification of Contract Order(s)**

**The changes are made in the contract order No. [provided]**

**The changes are made in the contract**

**The above numbered contract order is modified to reflect the administrative changes**

**This supplemental agreement is entered into pursuant to authority of**

**Mutual Agreement of the Parties**

**Important**

**Required to sign this document and return 1 copies to the issuing office**

**DUNS Number:** 159734151

**Field Office FOC:** 973-775-

**DIR FOC:** 202-732-

**Contracting Officer:**

**Contract Specialist:**

The purpose of this modification is to exercise Option Period Three, revise the dates of the option periods and incorporate the following special provision attached.

**Exempt Action:** Y

**Continued...**

**Firm.**

**Location:**

**Telephone:**

**Fax:**

**EC Date Signed:**

**Date Signed:**

**Form 30 (REV. 10/00)**

Prepared by [Name]

FAR (40) 07-04 05-209
All other terms and conditions remain unchanged.
SECTION H – SPECIAL CONTRACT REQUIREMENTS

The wage rates and benefits contained in the Collective Bargaining Agreement ("CBA") between Corrections Corporation of America ("CCA") and the International Union, Security, Police and Fire Professionals of America ("SFPFA"), effective September 25, 2011 through September 30, 2014 ("SFPFA CBA") which was approved by the Department of Labor (DOL) and incorporated into the referenced Contract effective October 4, 2011 pursuant to Modification Number P000021, will continue to apply to the Contract pending negotiation, DOL approval, and incorporation of a new collective bargaining agreement and/or applicable Area Wage Determination into the Contract.

Pending negotiation, DOL approval, and incorporation of a new CBA[s] and/or Area Wage Determination into the Contract, the wage rates and benefits set forth in the SFPFA CBA will continue to apply to the Contract. In the event that the DOL does not approve continued application of the wage rates and benefits in the SFPFA CBA for any reason, or that the continued application of the wage rates and benefits contained in the SFPFA CBA to the Contract is at any time determined to be illegal or improper pursuant to DOL decision, National Labor Relations Board (NLRB) or other administrative board or court ruling, requests for, and entitlements to, equitable adjustments or adjustments to the contract price (retroactively or prospectively) will be determined in accordance with Federal Acquisition Regulations (FAR), the Service Contract Act (SCA) and DOL, NLRB or other administrative board or court rulings.

In addition, it is acknowledged and agreed between the parties that the mutual agreement of the parties to change the Contract option year renewal anniversary date from October 1 to September 26, will not prejudice in any respect CCA’s right to an equitable adjustment, retroactively or prospectively, as allowed by the FAR, the SCA and DOL, NLRB or other administrative board or court rulings.
### SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

**BASE PERIOD:** July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Off-Site Guard Svcs</td>
<td>a.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Guard Services (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Transportation (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Estimated Cost for the Base Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OPTION PERIOD ONE:** October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months (10/1/2008 – 9/30/2009)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months (10/1/2009 – 3/31/2010)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001b</td>
<td>Detainee Services – 6 Months (4/1/2010 – 9/30/2010)</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months (10/1/2010 – 9/30/2011)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<tr>
<td>1003</td>
<td>Off-Site Guard Svcs</td>
<td>a.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Guard Services (Estimated)</td>
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<td></td>
<td><strong>Total Item 1001</strong></td>
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</tbody>
</table>
**OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, para 1.4.1)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.)

| a.    | Transportation                                  | Month |        |          |             |
| b.    | Transportation Miles (Estimated)                |       |        |          |             |
| c.    | Additional Guard Services                       |       |        |          |             |

**Total Estimated Cost for Option Period Two**

---

**OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Services

Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
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<td>4001</td>
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<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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<tr>
<td>4004</td>
<td>Transportation/Additional Guard Services</td>
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</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Three

OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
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<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
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<tr>
<td>4004</td>
<td>Transportation/Additional Guard Services</td>
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</table>

Total Estimated Cost for Option Period Four

4
### OPTION PERIOD FIVE: September 26, 2014 thru September 25, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
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<td></td>
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</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
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<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
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</tbody>
</table>

(Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.)

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

**Total Estimated Cost for Option Period Five**

### OPTION PERIOD SIX: September 26, 2015 thru September 25, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
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<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.)

- a. Guard Services
- b. Transportation Miles (Estimated)
**OPTION PERIOD SEVEN: September 26, 2016 thru September 25, 2017**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard Services</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**OPTION PERIOD EIGHT: September 26, 2017 thru September 25, 2018**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>8001</td>
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</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.]
### OPTION PERIOD NINE: September 26, 2018 thru September 25, 2019

<table>
<thead>
<tr>
<th>Item</th>
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<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

#### Total Estimated Cost for Option Period Nine

### OPTION PERIOD TEN: September 26, 2019 thru September 25, 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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</tr>
<tr>
<td>Item</td>
<td>Description</td>
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<td>Unit</td>
<td>Unit Price</td>
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</tr>
<tr>
<td>--------</td>
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<tr>
<td>1201</td>
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<td>1 Month</td>
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<tr>
<td>1202</td>
<td>Detention Services (Estimated) (per detained)</td>
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</tr>
<tr>
<td>1203</td>
<td>Detention Services (Estimated) (per detained)</td>
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<td>EA</td>
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<td></td>
</tr>
<tr>
<td>1204</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td>Month</td>
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</tr>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS
The purpose of this modification is to incorporate the Wage Determination 2012-0166 Rev. 1, Collective Bargaining Agreement between Corrections Corporation of America and the National Professional Corrections Employees Union and the International Association of Machinist and Aerospace Workers, AFL-CIO.

Continued...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/offeror

16C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Please see Attachment A.
Exempt Action: Y
All other terms and conditions remain unchanged.
Register of wage determinations under the Service Contract Act
By direction of the Secretary of Labor

Diane C. Koplewski
Director
Division of wage determinations

State: New Jersey

Area: New Jersey County of Union

Employed on Department of Homeland Security contract for comprehensive services at detention facility services between CCA of Tennessee, Inc. and The Elizabeth Detention Center and National Professional Corrections Employees Union and the International Association of Machinists and Aerospace Workers, AFL-CIO, effective August 7, 2012 through September 30, 2015.

The wage rates and fringe benefits paid by above entity are hereby adopted as prevailing.

NOTE:

This sole source wage determination was issued based on your e98 request.

Please note that a sole source wage determination is only applicable to contracts for which the contractor (i.e., a state or local government or other entity) is the only entity in the locality that can perform the contracted-for services. Thus, for example, if a state or local government contractor selects a subcontractor to perform the services after a sole source wage determination has been incorporated into a contract (i.e., the contractor ceases to be the only entity that can perform such services), then the sole source wage determination is no longer applicable to the contract, and the appropriate area-wide wage determination must be incorporated into the contract instead.

Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; $7.25 per hour, effective July 24, 2009.

Page 1
** 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 $0.67 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.
### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>P000024</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. EFFECTIVE DATE</td>
<td>See Block 19</td>
</tr>
<tr>
<td>4. REQUISITION/PURCHASE REQ NO</td>
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<tr>
<td>5. PROJECT NO (if applicable)</td>
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</tr>
<tr>
<td>6. ISSUED BY</td>
<td>CODE</td>
</tr>
<tr>
<td>ICS Detention Management Contracts</td>
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</tr>
<tr>
<td>Immigration and Customs Enforcement/OFFICE OF ACQUISITION MANAGEMENT</td>
<td></td>
</tr>
<tr>
<td>801 1 Street NW, Suite</td>
<td></td>
</tr>
<tr>
<td>Washington, DC 20536</td>
<td></td>
</tr>
<tr>
<td>7. ADMINISTERED BY (IF OTHER THAN ITEM 6)</td>
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<td>ICS Detention Management Contracts</td>
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<tr>
<td>Immigration and Customs Enforcement/OFFICE OF ACQUISITION MANAGEMENT</td>
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<td></td>
</tr>
<tr>
<td>Washington, DC 20536</td>
<td></td>
</tr>
<tr>
<td>8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code)</td>
<td></td>
</tr>
<tr>
<td>Elizabeth Contract Detention Facility/C.O. C.C.A</td>
<td></td>
</tr>
<tr>
<td>10 Burton Hills Blvd.</td>
<td></td>
</tr>
<tr>
<td>Nashville, TN 37235</td>
<td></td>
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<tr>
<td>9A. AMENDMENT OF SOLICITATION NO.</td>
<td></td>
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<tr>
<td>9B. DATED (SEE ITEM 11)</td>
<td>07/01/2005</td>
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<tr>
<td>10A. MODIFICATION OF CONTRACT/ORDER NO.</td>
<td>ODT-0-C-0000</td>
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<tr>
<td>10B. DATED (SEE ITEM 11)</td>
<td></td>
</tr>
<tr>
<td>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</td>
<td></td>
</tr>
</tbody>
</table>

☐ The above numbered, written/telegraphic amendment is issued as set forth in Item 14. The hour and date specified in the amendment are correct, and it is not withdrawn. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing item 2 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate written/telegraphic acknowledgment, which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you receive notice of this amendment, you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter contains an exact reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriations data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. (03)(b)

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☑ D. OTHER (Specify type of modification and authority)

Mutual Agreement of the Parties

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract number, etc.)

The purpose of this modification is to incorporate ICS 2011 Performance Based Sentence Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.

Should there be a conflict between this standard and any other terms and conditions of the agreement identified in Block 10A of this modification, you are to contact the Contracting Officer for clarification.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER

[Redacted]

15B. DATED SIGNED

[Redacted] 2/03/2012

Prepared by GSA FAR 48 CFR 53.243

Previous Edition Unusable
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO. 1

P06005

2. EFFECTIVE DATE

3. MODIFICATION NO.

4. PROCUREMENT/PURCHASE CARD NO.

5. PROJECT NO. (if applicable)

6. MODIFICATION DATE/NUMBER

ICE/Detent Mgmt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite
Washington DC 20536

ICE/Detent Mgmt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite
Washington DC 20536

7. MODIFIED BY

8. NAME AND ADDRESS OF CONTRACTOR (As set forth in Item 1)

CORRECTIONS CORPORATION OF AMERICA
10 BOSTON HILLS BLVD
NASHVILLE, TN 37215-8105

9. MODIFICATION OF CONTRACT/ORDERING OFFICER

10. DATE MODIFICATION OF CONTRACT/ORDERING OFFICER

11. THIS IS A Formally APPROVED MODIFICATION

12. ACCOUNTING AND PROCUREMENT DATA (If Required)

Spec Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERING OFFICER. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

14. CHECK ONE

A. THIS 2-PAGE ORDER IS ISSUED PURSUANT TO (Specify statute/Rule) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, acquisition date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FARM BILL 1006.

C. THIS MODIFICATION IS CONCURRED WITH PURSUANT TO AUTHORITY OF

D. OTHER (Specify type, number, and authority)

X Incorporate Section B

15. IMPORTANT: Contractor (Submit with this document and retain a copy to the issuing office)

CUSTOMER: Field Office POC:

Email: 973-776-#

DPAU POC:

Contracting Officer:

202-732-#

Contract Specialist:

202-732-#

The purpose of this bi-lateral modification is to incorporate SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS to the basic contract.

As a result of the new Collective Bargaining Agreement Between Corrections Corporation of America and the National Corrections Employees Union and the International Association of Continued...

X Printed Name and Title of Contracting Officer (Type or Print)

X Date Signed

9/3/2010

PREPARED BY

GRF (GSA)

FAR (460PA) 32240

STANDARD FORM 30 (REV. 1/82)

9/3/2010

11813

18/1/18

20/Jan/12

1/18/13
Machinists and Aerospace workers, the incorporation of Wage Determination number 2012-0166 in PO0023, in the pricing in SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS is revised in the attached.

Changes are made to Option Period Three through Option Period Eleven.

Please see Attachment A.

Exempt Action: Y

All other terms and conditions remain unchanged.
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<tr>
<td>0003</td>
<td>Off-Site Guard Svs</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated)

b. Transportation (Estimated)

Total Estimated Cost for the Base Period

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months</td>
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<td>1 Month</td>
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<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months</td>
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<td>1 Month</td>
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<td>1001b</td>
<td>Detainee Services – 6 Months</td>
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<td>1 Month</td>
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<td>1001c</td>
<td>Detainee Services – 12 Months</td>
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<td>1 Month</td>
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<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>1003</td>
<td>Off-Site Guard Svs</td>
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<td></td>
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</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated) 31,000
**OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note: See Section H, para 1.4.1)</td>
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<td>1 Month</td>
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<td></td>
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<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
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</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>a.</th>
<th>Transportation</th>
<th>Month</th>
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</thead>
<tbody>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
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<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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</table>

**Total Estimated Cost for Option Period Two**

---

**OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Comprehensive Secure Detention Services
Elizabeth, NJ

**Services**

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
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<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
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<td>Month</td>
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<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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</table>

**Total Estimated Cost for Option Period Three**

---

**OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014**

<table>
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<tr>
<th>Item</th>
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<tr>
<td>4001</td>
<td>Detainee Services</td>
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<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
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</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
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<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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</tbody>
</table>

**Total Estimated Cost for Option Period Four**

---
### OPTION PERIOD FIVE: September 26, 2014 thru September 25, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
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<td>1 Month</td>
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<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

**Total Estimated Cost for Option Period Five**

### OPTION PERIOD SIX: September 26, 2015 thru September 25, 2016

<table>
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<tr>
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<tbody>
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<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
### OPTION PERIOD SEVEN: September 26, 2016 thru September 25, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>7001</td>
<td>Detainee Services</td>
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</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
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</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

### OPTION PERIOD EIGHT: September 26, 2017 thru September 25, 2018

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit</th>
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<tbody>
<tr>
<td>8001</td>
<td>Detainee Services</td>
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<tr>
<td>8002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
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<td></td>
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<tr>
<td>8003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
**Comprehensive Secure Detention Services**

**Elizabeth, NJ**

**Corrections Corporation of America (CCA)**

**Contract Award No. ODT-5-C-0010**

**P00025/Attachment A**

---

<table>
<thead>
<tr>
<th>Item</th>
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<th>Qty</th>
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<th>Total Price</th>
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<tr>
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</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
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<td></td>
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<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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</table>

**Total Estimated Cost for Option Period Eight**

---

**OPTION PERIOD NINE: September 26, 2018 thru September 25, 2019**

<table>
<thead>
<tr>
<th>Item</th>
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<td>1 Month</td>
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<tr>
<td>9003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
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<tr>
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<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
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</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
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<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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</table>

**Total Estimated Cost for Option Period Nine**

---

**OPTION PERIOD TEN: September 26, 2019 thru September 25, 2020**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<td>1 Month</td>
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<td>1103</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
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6
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<td>1201</td>
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<tr>
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<td>1203</td>
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<td>Transportation/ Additional Guard Services</td>
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</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a. Guard Services                     | Month |      |      |             |
| b. Transportation Miles (Estimated)  |       |      |      |             |
| c. Additional Guard Services         |       |      |      |             |

**Total Estimated Cost for Option Period Ten**

**OPTION PERIOD ELEVEN: September 26, 2020 thru September 25, 2021**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 2
3. EFFECTIVE DATE See Block 16.
4. PROCUREMENT/ASSIGNMENT NO. IC/DM/OC-DC
5. PROJECT NO. (if applicable)
6. ISSUED TO

ICE/Detain Mgmt/Detain Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 8200
Washington DC 20536

7. ADMINISTERED BY (if different from line 6)

8. NAME AND ADDRESS OF CONTRACTOR (ies), street, city, state or province

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 37215-6105

9. DATED (SEE ITEM 11)
10. AGREEMENT NUMBER (if applicable) N/A
11. DATED (SEE ITEM 10)
12. DATED (SEE FROM 16)
13. CODE 158734212000
14. FACILITY CODE

15. ONLY APPLICABLE TO MODIFICATIONS OF CONTRACTORS

The above numbered amendment is attached as forth from Item 14. The hour and date specified by the Stipend of Offers 
(If extended, I am not extended, I am extended) Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods; (a) by completing 
item 6 and 15, and returning 
originals to the contracting officer; (b) by telephoning receipt of this amendment on each copy of the offer submitted at each day to the contracting officer; or (c) by 
unsolicited letters which include a reference to the solicitation and amendment numbers. FAILURE TO ACKNOWLEDGE THIS MODIFICATION FOR THE RECEIPT OF OFFERS PRIOR TO THE HOURS AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Your 
views of this amendment you desire to change an offer already submitted, such changes may be made by telegram or letter, provided each telegram or letter indicates 
the modification number of the solicitation and amendment, and it is received prior to the opening hour and date specified.

16. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule.

17. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTORS, IT MODIFIES THE CONTRACT ORDER NO. 14, AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority, THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT)

☐ B. THE ABOVE NUMBERED CONTRACTORS ARE MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES made at example of paying office,

☐ C. THIS AMENDMENT IS ENTERED INTO REGARD TO AUTHORITY OF:

☐ D. OFFICE (Specify type of procurement or award)

X Update Section B to include Detainee Wages

☐ 18. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by OBO section numbers, including solicitation/contract and subcontracts where applicable)

DUNS Number: 158734151

Field Office FSC: [Redacted]
DPAD FSC: [Redacted]
Contracting Officer: [Redacted]
Contract Specialist: [Redacted]

The purpose of this bi-lateral modification is to update SECTION 8-SUPPLIES OR SERVICES AND
PRICES/COSTS of the basic contract. This modification to Section 8 adds CLINs 3005, 4005,
5005, 6005, 7005, 8005, 9005, 1005, and 1105 for Detainee Wages. The above listed CLINs
apply to Option Periods three through eleven.

Continued...

(Cont'd as provided herein, full terms and conditions of the document referenced in Item 8a or 10a, as modified by the amendment, are unchanged, unless sent in full terms and effect,

Contractor: [Redacted]

[Redacted]
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Please see Attachment A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exempt Action: Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All other terms and conditions remain unchanged.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2006

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Off-Site Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated)
b. Transportation (Estimated)

Total Estimated Cost for the Base Period

---

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months (10/1/2008 – 9/30/2009)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months (10/1/2009 – 9/31/2010)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001b</td>
<td>Detainee Services – 6 Moths (4/1/2010 – 9/30/2010)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months (10/1/2010 – 9/30/2011)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Off-Site Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated)
**OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note: See Section H, Para 1.4.1)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Transportation (b) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.)

<table>
<thead>
<tr>
<th>a.</th>
<th>Transportation</th>
<th>Month</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Option Period Three: September 26, 2013 thru September 25, 2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Option Period Four: September 26, 2014 thru September 25, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
### OPTION PERIOD FIVE: September 26, 2014 thru September 25, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.]

- a. Guard Services  
  Month  
  $0.00  

- b. Transportation Miles (Estimated)  

- c. Additional Guard Services  

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5004</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Five

### OPTION PERIOD SIX: September 26, 2015 thru September 25, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------</td>
<td>-----</td>
<td>--------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>7001</td>
<td>Detainee Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7005</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
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</table>

**OPTION PERIOD SEVEN: September 26, 2016 thru September 25, 2017**
### OPTION PERIOD EIGHT: September 26, 2018 Through September 25, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>8003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
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<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
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<td>8005</td>
<td>Detainee Wages</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eight**

### OPTION PERIOD NINE: September 26, 2018 Through September 25, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9001</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
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<tr>
<td>9003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>Detainee Wages</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.**
**OPTION PERIOD TEN: September 26, 2019 thru September 25, 2020**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services</td>
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<td></td>
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<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>1003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
</tr>
<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
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</tbody>
</table>

(Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc., will be reimbursed at the rate below.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1005</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
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</table>

**OPTION PERIOD ELEVEN: September 26, 2020 thru September 25, 2021**

<table>
<thead>
<tr>
<th>Item</th>
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<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>1103</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at...
the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Category</th>
<th>Month 1</th>
<th>Month 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Guard Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Transportation Miles (Estimated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1105 Detainee Wages</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Eleven

TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>A. AMENDMENT NO.</th>
<th>90367</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. EFFECTIVE DATE</td>
<td>See Block 16C</td>
</tr>
<tr>
<td>C. DESCRIPTION/PURCHASE REQ. NO.</td>
<td>ICE/DEP/MTL/DC-DC</td>
</tr>
<tr>
<td>D. PROJECT NO. (If applicable)</td>
<td>Immigration and Customs Enforcement Office of Acquisition Management</td>
</tr>
<tr>
<td>E. AMENDMENT OF SOLICITATION NO.</td>
<td>00</td>
</tr>
<tr>
<td>F. DATE OF ISSUE</td>
<td></td>
</tr>
</tbody>
</table>

**CORRECTIONS CORPORATION OF AMERICA**

10 BURTON MILLS RD
NASHVILLE TN 37216

**INSTRUCTIONS TO BIDDER**

- This solicitation is issued as a result of an amendment to the solicitation. The bid due date specified for receipt of offers is [ ] extended, [ ] not extended.
- Other pertinent information received by the bidder or subcontractor: (a) Amended date of opening for receipt of offers on or before [ ] extended, [ ] not extended.
- The place designated for the receipt of offers prior to the hour and date specified for receipt of offers is modified, which may result in rejection of your offer.

**B. AMENDMENT TO THE CONTRACT**

- This amendment is issued pursuant to (check all that apply): B. CHANGE ORDER, C. MODIFICATION

**X. Bilateral Modification to incorporate PBNS 2011**

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**

- Source [ ] initial award, [ ] subcontract award, [ ] amendment to existing contract

**PBNS Number: 159334151**

**Field Office POC:**
- 973-736-xxxx

**DBA POC:**
- 202-732-xxxx

**COR:**
- 973-392-xxxx

**Contracting Officer:**
- 202-732-xxxx

**Contract Specialist:**
- 202-732-xxxx

The purpose of this modification is to incorporate all of the ICE Performance Based National Detention Standards (PBNS) 2011 Minimum Standards, several Optimal Standards, and Attachment 8 - Quality Assurance Surveillance Plan (QASP). The PBNS 2011 Standards may be viewed in their entirety at the following link:

- [View Link]

**Approving Action: Certified by [Name] Vice President, [Position] (Signature)
- 6/1/13**

**STANDARD FORM 463 (REV. 1/09)**

**Prepared by OSA**

**FAR (48 CFPD) 52.212-1**

**7 June 2013**

Please see Attachment A of this modification regarding the implementation of the PBMD 2011 Optimal Standards.

It is agreed that the aforementioned minimum and optimum standards are, herein, incorporated into the JCSA at no additional cost.

The Service Provider shall provide its revised policies to ICE within 50 days of execution of this modification. Within 30 days of ICE's approval, the facility shall be compliant with all PBMD 2011 Standards stated herein.

Should there be a conflict between the PBMD 2011 Standards and any other term and/or condition of the agreement identified in Block 187 of this modification, please contact the Contracting Officer for clarification.

Exempt Action: Y

***All other terms and conditions remain unchanged***
COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:
ELIZABETH CONTRACT DETENTION FACILITY

Elizabeth Contract Detention Facility will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

Standard 5.4: Recreation

- Administrative Segregation: “Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week.” (Section V.E)
- Disciplinary Segregation: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.” (Section V.E)
- “Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available.” (Section V.F)
- “Facilities shall offer other programmatic activities, such as:
  1. educational classes or speakers;
  2. sobriety programs such as alcoholics anonymous; and
  3. other organized activities or recreational programs.” (Section V.F)

Standard 6.3: Law Libraries and Legal Material

- “When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials, and related materials on a regular schedule and no less than 15 hours per week.” (Section II.3)
QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDs). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDs at http://www.ice.gov/detention-standards/2011 as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.
Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (see Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month’s invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer, in consultation with the ERO, will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider’s QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider’s QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider’s reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDs; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g., inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider’s compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider’s QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., past logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the “Changes” clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other
feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable</td>
<td>Based on the measures, the performance standard is demonstrated.</td>
</tr>
<tr>
<td>Deficient</td>
<td>Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance.</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Based on the performance measures, the majority of a performance standard’s attributes are not met.</td>
</tr>
</tbody>
</table>

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider’s monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government deducts (vs. “withholds”) amounts from the Service Provider’s monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may bleed into another. If a detainee escaped, for example, a deficiency would be noted in “Security,” but may also relate to a deficiency in the area of “Administration and Management.” In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

(a) Based on the inspection of the Service Provider’s performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

(b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider’s response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an
explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

(c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of any emergencies. Emergencies 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, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; 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 (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

(d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR’s investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR’s recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cause, including the Government’s proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, or a deduction may be taken.

(e) Following receipt of the Service Provider’s notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR’s findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.

(f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.

(g) The COTR will maintain a record of all open and resolved CDRs.
9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

   A. Performance Requirements Summary
   
   B. Contract Discrepancy Report
<table>
<thead>
<tr>
<th>Area Weight</th>
<th>Performance Standard</th>
<th>Withholding Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety (20%)</td>
<td>PBENDS References: Part 1 - SAFETY</td>
<td>A Contract Discrepancy Report that cites violations of cited PBENDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</td>
</tr>
<tr>
<td>- Addresses a safe work environment for staff, volunteers, contractors and detainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security (20%)</td>
<td>PBENDS References: Part 2 - SECURITY</td>
<td>A Contract Discrepancy Report that cites violations of PBENDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</td>
</tr>
<tr>
<td>- Addresses protection of the community, staff, contractors, volunteers and detainees from harm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Order (10%)</td>
<td>PBENDS Reference: Part 3 - ORDER</td>
<td>A Contract Discrepancy Report that cites violations of PBENDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</td>
</tr>
<tr>
<td>- Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Care (20%)</td>
<td>PBENDS References: Part 4 - CARE</td>
<td>A Contract Discrepancy Report that cites violations of PBENDS and PWS (contract) sections that provide for the basic needs and personal care of detainees permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</td>
</tr>
<tr>
<td>- Addresses contractor responsibility to provide for the basic needs and personal care of detainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities (10%)</td>
<td>PBENDS References: Part 5 - ACTIVITIES</td>
<td>A Contract Discrepancy Report that cites violations of PBENDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</td>
</tr>
<tr>
<td>- Addresses contractor responsibility to reduce the negative effects of confinement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Justice (10%)</td>
<td>PBENDS References: Part 6 - JUSTICE</td>
<td>A Contract Discrepancy Report that cites violations of PBENDS and PWS (contract) sections that treat detainees fairly and respect their legal rights permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</td>
</tr>
<tr>
<td>- Addresses contractor responsibility to treat detainees fairly and respect their legal rights</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Attachment A – Performance Requirements Summary

<table>
<thead>
<tr>
<th>Functional Area/Weight</th>
<th>Performance Standard (PBNDs 2011)</th>
<th>Withholding Criteria</th>
</tr>
</thead>
</table>
| Administration and Management (10%) | PBNDs References; Part 7 - ADMIN & MANAGEMENT  
7.1 Detention Files;  
7.2 News Media Interviews and Tours;  
7.3 Staff Training;  
7.4 Transfer of Detainees;  
Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07 | A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that require the Contractor’s administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |
| Workforce Integrity (10%) | Staff Background and Reference Checks (Contract) 4-ALDF-7B-03  
Staff Misconduct 4-ALDF-7B-01  
Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 | Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-03, 4-ALDF-7B-07 |
| Detainee Discrimination (10%) | Discrimination Prevention 4-ALDF-6B-02-03 | A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |
## Attachment B – Contract Discrepancy Report

### CONTRACT DISCREPANCY REPORT

<table>
<thead>
<tr>
<th>Report Number:</th>
<th>Date:</th>
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</thead>
<tbody>
<tr>
<td>2. TO: (Contractor and Manager Name)</td>
<td>3. FROM: (Name of COTR)</td>
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</tbody>
</table>

### DATES

<table>
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<tr>
<th>CONTRACTOR NOTIFICATION</th>
<th>CONTRACTOR RESPONSE DUE BY</th>
<th>RETURNED BY CONTRACTOR</th>
<th>ACTION COMPLETE</th>
</tr>
</thead>
</table>

4. DISCREPANCY OR PROBLEM (Describe in Detail; include reference to PWS; Discuss: attach construction sheet if necessary)

5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

6. TO: (COTR)

7. FROM (Contract)

8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENT: ATTACH CONSTRUCTION SHEET IF NECESSARY (Certs applicable Q.A. program procedures or non-Q.A. procedures)

9. SIGNATURE OF CONTRACTOR REPRESENTATIVE

10. DATE

11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial completion of response/plan, rejection: attach construction sheet if necessary)

12. GOVERNMENT ACTIONS (Payment withholdings, case notice, show cause, other)

### CLOSE OUT

<table>
<thead>
<tr>
<th>CONTRACTOR NOTIFIED</th>
<th>NAME AND TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COTR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTING OFFICER</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 55
2. AMENDMENT/MODIFICATION NO: PO0028
3. EFFECTIVE DATE: See Block 16C
4. REQUISITION/TRADE DESC: N/A
5. PROJECT NO: N/A
6. AMENDED BY CODE: ICE/Detent Mgmt/Contract
7. ADMINISTERED BY CODE: ICE/Detent Mgmt/Contract
8. CODE: DHS/AC/DC/DC
9. NATURE AND ADDRESS OF CONTRACTOR:
   CORRECTIONS CORPORATION OF AMERICA
   10 HURST HILLS BLVD
   NASHVILLE TN 37215-6105

10. AMENDMENT OF SOLICITATION NO:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ This above numbered solicitation is amended on the same date as item 14. This date and time specified for receipt of offers.
   ☐ is extended. Omit the specification of the date and time in the solicitation as amended.

☐ This above numbered solicitation is amended prior to the hour and date specified in the solicitation as amended. Omit the specification of the date and time in the solicitation as amended.
   ☐ is extended. Omit the specification of the date and time in the solicitation as amended.

☐ This above numbered solicitation is amended after the hour and date specified in the solicitation as amended. Omit the specification of the date and time in the solicitation as amended.
   ☐ is extended. Omit the specification of the date and time in the solicitation as amended.

☐ A Modification of Contract/Order No.
   OUT-5-C-0010/

☐ B. DATED (SEE ITEM 11): 03/03/2010

☐ C. MODIFICATION OF CONTRACT/ORDER NO.

☐ D. DATED (SEE ITEM 13):

12. ACCOUNTING AND APPROPRIATION DATA (Redacted)

See Schedule

☐ This Item only applies to modification of contract/orders, it modifies the contract/order no. as described in Item 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SUCH AS CHANGES IN PAYING OFFICE, PAYMENT DATE, ET CETERA SET FORTH IN ITEM 14. PRIOR TO THE AUTHORITY OF FAR 42.1000.

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

☐ D. OTHER (Specify type of modification and authority)

☐ X. FAR 52.217-9 Option to Extend the Term of the Contract

☐ IMPORTANT: Contractor: [Signature]

13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UDA section headings, including performance/contract subject matter where feasible)

DUIS Number: 159734151
Field Office FOC: 973-776-202-732-779
DPAC FOC: 973-392-202-732-779
Contracting Officer: 202-732-779
Contract Specialist: 202-732-779

The purpose of this modification is the following:

II. Exercise Option Period Four for the period of September 26, 2013 through September 25, 2014.

Continued...
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2) Incorporate Revision 13 of Wage Determination Number 2005-2353.


4) Update Section B-Supplies or Services and Price/Costs to incorporate the revised pricing based on the new CBA.

Attachment 1: Wage Determination No.: 2005-2353 Rev. 13 dated 6/19/2013 (10 pages)
Attachment 2: WD # 2013-0122, Rev. 1, dated 7/19/2013 (35 pages)
Attachment 3: Revised Section B-Supplies or Services and Price/Costs (8 pages)

Exempt Action: Y

All other terms and conditions remain unchanged and in full force and effect.
**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
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<tr>
<td>01011 - Accounting Clerk I</td>
<td>15.11</td>
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<tr>
<td>01012 - Accounting Clerk II</td>
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<tr>
<td>01013 - Accounting Clerk III</td>
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<td>01026 - Administrative Assistant</td>
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<td>01040 - Court Reporter</td>
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<td>01051 - Data Entry Operator I</td>
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<td>01052 - Data Entry Operator II</td>
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<td>01060 - Dispatcher, Motor Vehicle</td>
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<td>01070 - Document Preparation Clerk</td>
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<td>01090 - Duplicating Machine Operator</td>
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<td>01111 - General Clerk I</td>
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<td>01112 - General Clerk II</td>
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<td>01113 - General Clerk III</td>
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<td>01120 - Housing Referral Assistant</td>
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<td>01141 - Messenger Courier</td>
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<td>01261 - Personnel Assistant (Employment) I</td>
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<td>01262 - Personnel Assistant (Employment) II</td>
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<td>01263 - Personnel Assistant (Employment) III</td>
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<td>01270 - Production Control Clerk</td>
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<td>01280 - Receptionist</td>
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<td>01290 - Rental Clerk</td>
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<td>01300 - Scheduler, Maintenance</td>
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<td>01311 - Secretary I</td>
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<td>01312 - Secretary II</td>
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<td>01313 - Secretary III</td>
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<td>01320 - Service Order Dispatcher</td>
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<td>01410 - Supply Technician</td>
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<td>01420 - Survey Worker</td>
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**05000 - Automotive Service Occupations**

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16010 - Assembler
16030 - Counter Attendant
16040 - Dry Cleaner
16070 - Finisher, Flatwork, Machine
16090 - Presser, Hand
16110 - Presser, Machine, Drycleaning
16130 - Presser, Machine, Shirts
16160 - Presser, Machine, Wearing Apparel, Laundry
16190 - Sewing Machine Operator
16220 - Tailor
16250 - Washer, Machine
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19040 - Tool And Die Maker
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
21030 - Material Coordinator
21040 - Material Expediter
21050 - Material Handling Laborer
21070 - Order Filler
21080 - Production Line Worker (Food Processing)
21110 - Shipping Packer
21130 - Shipping/Receiving Clerk
21140 - Store Worker I
21150 - Stock Clerk
21210 - Tools And Parts Attendant
21410 - Warehouse Specialist
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
23021 - Aircraft Mechanic I
23022 - Aircraft Mechanic II
23023 - Aircraft Mechanic III
23040 - Aircraft Mechanic Helper
23050 - Aircraft, Painter
23060 - Aircraft Servicer
23080 - Aircraft Worker
23110 - Appliance Mechanic
23120 - Bicycle Repairer
23125 - Cable Splicer
23130 - Carpenter, Maintenance
23140 - Carpet Layer
23160 - Electrician, Maintenance
23181 - Electronics Technician Maintenance I
23182 - Electronics Technician Maintenance II
23183 - Electronics Technician Maintenance III
23260 - Fabric Worker
23290 - Fire Alarm System Mechanic
23310 - Fire Extinguisher Repairer
23331 - Fuel Distribution System Mechanic
23312 - Fuel Distribution System Operator
23370 - General Maintenance Worker
23380 - Ground Support Equipment Mechanic
23381 - Ground Support Equipment Servicer
23382 - Ground Support Equipment Worker
23391 - Gunsmith I
23392 - Gunsmith II
23393 - Gunsmith III
23410 - Heating, Ventilation And Air-Conditioning Mechanic
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)

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99830 - Survey Party Chief
99831 - Surveying Aide
99832 - Surveying Technician
99840 - Vending Machine Attendant
99841 - Vending Machine Repairer
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 conformance 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
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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, 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 regrading 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 $3.95 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.


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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conformance process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
Collective Bargaining Agreement

Between

CCA of Tennessee, LLC.

And

United Government Security Officers of America, International Union

And

United Government Security Officers of America

Local 315

March 26, 2013 – September 24, 2016
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PARTIES TO THE AGREEMENT
This Agreement is made and entered into this 26th day of March, 2013 by and between CCA of Tennessee, LLC (hereinafter referred to as "CCA," the "Company" or the "Employer") and United Government Security Officers of America, International Union (UGSOA, ILU) and UGSOA Local 315 (hereinafter referred to as the "Union") with respect only to the recognized bargaining unit at the CCA's Elizabeth Detention Center, 625 Evans Street, Elizabeth, New Jersey.

ARTICLE 1. RECOGNITION
Section 1. The Company recognizes the Union as the sole collective bargaining agent with respect to rates of pay, wages, hours of employment, or other mandatory conditions of employment for all full-time and regular part-time unarmed detention officers employed by and performing "guard" duties (as defined in the Act) at the Elizabeth Detention Center, Elizabeth, New Jersey as certified by the National Labor Relations Board case in Case No. 22-RC-072002 and 22-RC-072290 ("employees" or "bargaining unit employees").

ARTICLE 2. UNION SECURITY & DUES CHECK-OFF
Union Security
Section 1. All employees hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

Section 2. An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within thirty (30) days following the effective date of this Agreement or within thirty (30) days following employment, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of this Agreement.

Section 3. Employees meet the requirement of being members in good standing of the Union, within the meaning of Sections 1 and 2 of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

Section 4. In the event the Union requests the discharge of a bargaining unit employee for the failure to comply with the Union Security provisions of this Article, it shall serve written notice on the Employer requesting such termination and providing support for the alleged failure to comply. If the employee is confirmed to be in non-compliance, the employee will be given thirty (30) days from such notice to cure the deficiency. If the employee fails to so cure, the Union will give the Employer written notice requesting the employee be discharged effective no sooner than ten (10) days (excluding Saturday, Sunday, and recognized Holidays) from the date of that second notice.
Dues Check-Off

Section 5. The Employer agrees to deduct uniform union dues, or proportionate share payments, and initiation fees from wages of any bargaining unit employee who voluntarily authorizes the Company to do so on a properly executed UGSOA Authorization for Check-Off or Service Fee Deduction card. The Company will make such deductions from the employee’s first and second paycheck in the preceding month, assuming the employee has sufficient net earnings to cover the Union dues or payments. The Company will not be required to make such deductions more than in the first two pay checks in any given month.

Section 6. The Union, in written notice to the Company, shall identify the authorized representative who is to receive the dues, the address where the dues should be remitted, and the person with authority to change dues amounts. The Company will pay to the designated Union official or agent the wages withheld for such dues and/or initiation fees. Funds deducted, along with a summary sheet, including the names, addresses, social security number, local union number of the bargaining unit officers and the amount of dues deducted from each bargaining unit employee, shall be remitted to the designated UGSOA representative. The Union will promptly furnish to the Company a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Company in writing of any changes to these amounts. Executed dues check-off cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made. No reports other than those set out in this Section will be required of the Company as a result of the dues check-off service.

Section 7. Notwithstanding any language to the contrary on any dues check-off authorization, employees may revoke their dues check-off authorization at any time by written notice to the Union and/or the Company. Further, resignation of Union membership shall automatically revoke any prior check-off authorization.

Section 8. The Union shall indemnify and hold the Company harmless from any loss against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for purpose of complying with any provision of this Article. In addition, the Union agrees to return to the Employer any erroneous or improper payments or overpayments made to the Union under this Article.

Section 9. At the time dues are remitted under this Article, the Employer will advise the designated UGSOA Representative, in writing, of any change of status of any bargaining unit employee that precludes the employee from having sufficient net earnings to cover the required dues or payments or which resulted in the employee no longer being a member of the bargaining unit, i.e., medical leave, military leave, promotion out of the bargaining unit, etc.

ARTICLE 3. OFF DUTY UNION REPRESENTATIVES

Section 1. An authorized representative of the Union, defined to include off duty members of the duly elected Executive Board Members, identified under Article 4, as well as an outside International Representative, shall have access to the Company’s facility for the purpose of investigating and/or presenting grievances filed and pending under the terms of this Agreement. Prior to, and as a condition of any such access, any union representative desiring to visit the Company’s facility under the terms of this Article must satisfy any entry requirements under the Company’s policies and procedures, federal or state laws, or as may be required by any contracting agency or
customer of the Company. While on the Company's property, any Union Representative must follow Company's rules and regulations. The Union representative shall notify the Warden, an Assistant Warden, or ranking ADO staff on shift in advance of the desire to access the facility. Any such representative shall not interfere with or interrupt, in any way, the operation of the Company's business or the work of the employees. Upon arrival at the facility, the visiting Union Representative must notify the Warden or an Assistant Warden.

Section 2. The Union will give written notice to the Warden of the Local Union President, his or her designee, and any International Representative to which this Article will apply. The Company is not obligated to extend the privileges of the Article to anyone other the individuals so identified.

ARTICLE 4. STEWARDS
Section 1. In addition to the recognition of duly elected Executive Board Members as stewards, the Employer agrees to recognize one (1) additional steward and one (1) additional alternate for each shift, duly appointed by the Union. The Union will give written notice to the Warden of the designated steward. Until such notice is given, the Company is not obligated to recognize any individual as a steward.

Section 2. Under the terms and conditions set out in this Agreement, the stewards will be permitted to engage in the following labor management business:

a. Assist employees in the investigation, preparation, and presentation of grievances or appeals;
b. Arrange for witnesses and to obtain other information or assistance relative to a grievance or arbitration; and
c. Consult with CCA official(s) regarding the application and interpretation of the Agreement.

Section 3. The steward's performance of their union duties shall not interfere with the performance of their assigned duties as an employee of the Company. Likewise, the stewards' performance of their duties shall not interfere with or interrupt, in any way, the operation of the Company's business, the work of other employees, or cause any lost time by employees. A steward must provide advance notice to and receive permission from the ranking shift manager before leaving their assigned duties in order to conduct Union business. Any Union business that can wait until after the steward has completed their assigned shift must wait. Otherwise, the ability to permit the steward to leave their assigned duties will depend upon business considerations and be in the discretion of the ranking shift manager. Whenever it is possible, any work relating to the Steward's duties set out herein, shall be done during non-work time and will be work for which the Steward shall not be paid. However, in terms of the processing and filing of grievances under this Agreement, should there be an extraordinary set of circumstances, such as the immediate nature of the grievance or the limited availability of the grievant, which precludes the processing or filing of the grievance during non-work time; the Steward, at the Company's discretion, may be released from their post during work time, without loss of pay, to process and file the grievance. Likewise, should the Company request the Steward to attend a grievance meeting, disciplinary meeting, or meet with the Company for any other reason and such meeting is held at a time the Steward would otherwise be at work and on post, the Steward's attendance will be without lost time or pay.
ARTICLE 5. MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically limited by the express written terms of this Agreement, the Company, through its managers and supervisors, may take any action the management team deems necessary for the safe and secure operation of the facility which is not otherwise in violation of the express written terms of this Agreement. Indeed, except as specifically limited by the express written provisions of this Agreement, the Company, solely and exclusively, maintains all rights to manage its business, whether exercised or not, in such a manner as the Company shall determine to be in its best interest. The rights reserved to and retained by the Company under this Agreement include, but are not limited to the following:

a. The right to select staff, train, hire, promote, demote, transfer, assign, direct and control employees; to increase or decrease the workforce;

b. The right to commence, expand, curtail, discontinue, terminate, merge, consolidate, sell, lease, move, or otherwise transfer its business or any operation, functions, or duties, or any part thereof, whether such action is planned or taken on a temporary, intermittent, or permanent basis, now or hereinafter carried out at the premises or employees covered by this Agreement;

c. The right to maintain order and efficiency; to discipline, suspend, discharge or relieve employees of duties for just cause;

d. The right to determine, introduce new, and eliminate or change methods, procedures, equipment, or processes; to determine the scope, location, and extent of operations, the services provided and the number of hours per day or per week that operations shall be carried on or work by the bargaining unit employees will be performed;

e. The right to determine the work to be performed by the bargaining unit as well as the job content, the qualifications, skills, and abilities needed; the right to establish, change, combine, and eliminate jobs, positions, or job classifications;

f. Consistent with or as required by Company policies, procedures, post orders, or job descriptions or under the provisions or requirements of any federal, state, or local government or agency with whom the facility or CCA has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning such custody, the Company retains the right to:

1. Evaluate the qualifications, skills, and abilities of the bargaining unit employees,

2. Establish quality and work standards and to evaluate the performance of the bargaining unit employees and take action consistent, in whole or in part, in consideration of such standards, and

3. Test (directly or through a designated agent) bargaining unit employees for proficiency, recertification, and psychological profile.

g. The right to determine shifts and work schedules, and daily hours; to determine the number of employees needed at any time and in any capacity on any shift and to assign employees to such shifts or schedules; and
h. The right to subcontract out work otherwise performed by or assigned to bargaining unit employees where the Company determines such action to be necessary for the efficient, effective, safe, and secure operation of the facility, or to meet contractual obligations, or provide training and instruction, or to provide temporary relief or coverage where done in manner so as not to erode the bargaining unit for a period not to exceed thirty (30) days without the written notice to the Union.

The above enumeration of rights is by way of example and is not a limitation on the Company's right to manage the business. The intent of the parties is to give the following enumeration of management rights in this Section, Article, and Agreement, as well as the reservation of management's rights therein, the broadest possible interpretation, without any implied or assumed limitation. Absent an express written limitation herein upon that right to manage, the parties intend there to be no limitation upon the Company's rights.

Section 2. The Company retains the right to establish and enforce written work rules and policies, not otherwise set out in this Agreement or in existence at the time of this Agreement, designed to maintain safety and order or otherwise related to the performance of the bargaining unit employee's job and operation of the facility. Any such written rule or policy may not conflict with the express written terms of this Agreement. Work rules and policies set out in this Agreement or in existence at the time of the Agreement are presumed reasonable, in contract conformity, and just cause for disciplinary action. The Union, under the grievance and arbitration procedures of this Agreement, retains the right to grieve the reasonableness or contract conformity of any such newly established written work rule or policy within fourteen (14) calendar days of it being furnished in writing to the Union through its stewards or representatives. Should the Union not grieve any such written rule or policy, it shall be deemed reasonable and in conformity and just cause for disciplinary action under this Agreement.

ARTICLE 6. NO DISCRIMINATION
Section 1. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law including, but not limited to, the Americans With Disabilities Act, as the Company deems necessary and appropriate even if such accommodation is contrary to the terms of this Agreement. Where such accommodation is contrary to the terms of this Agreement, the Company will give the Union notice of the accommodation and the need to do so under the ADA. This Agreement does not alter, or in any way expand or increase, the Company's obligation to make reasonable accommodations as required by state and/or federal law including, but not limited to, the Americans With Disabilities Act.

Any reasonable accommodation made by the Company under the directives of the applicable federal or state law with respect to job duties or any other term or condition of employment shall not, in any way, become applicable to any other individual, class, or group of employees but shall apply only to the person or persons accommodated in the particular situation. The fact that such person(s) was accommodated, the manner, and the method or such accommodation shall be without precedent and, therefore, may not be used or relied upon by any person for that purpose at any time in the future.

Section 2. The use of the masculine pronoun herein is understood to refer to and include both the masculine and the feminine gender.
Section 3. The Company and the Union agree to a joint and shared obligation and duty to cooperate to ensure that the provisions of this Agreement be applied to all employees within the bargaining unit in a manner consistent with the applicable federal and state employment discrimination laws.

ARTICLE 7. USE OF FACILITIES AND SERVICES

Section 1. The Union will not hold and/or conduct any elections and/or meetings of any kind whatsoever on Company time and/or property other than those specifically and expressly set out in this Agreement.

Section 2. As of the time of this Agreement, the parties recognize that Room [ ] at the facility is not being utilized by the Company and, therefore, is open and available. Therefore, the Company agrees that as long as this space is not needed by the facility for operational purposes, for the term of this Agreement, it will make Room [ ] available to the EDC employee union officers for onsite union office/storage space to be used for purposes consistent with the terms of this Agreement. The Company will issue a Room [ ] key to the [ ] who will abide by all key custody rules, procedures, or request of the Company. The [ ] will be required to surrender the key at any time at the request of the Warden, or ADO designee, with Notice to the union international representative. The Company will maintain a key to Room [ ] at all times and will not be restricted with regard to gaining access. The union may maintain locked file storage in Room [ ], but, upon request of the Warden or ADO designee, with a union official present, may be required to open any file storage for search by the Company. The union's use of Room [ ] is subject to all other safety and security rules, regulations, policies, and procedures that exist at the time of the Agreement or that may be implemented or required of the union during the term of this Agreement. Should Room [ ] no longer be available for use by the EDC employee union officers for onsite office/storage, the company and the union will meet to discuss possible alternative space availability. The Company is not otherwise obligated to provide or make available to the Union any office or storage space on site or other accommodations to allow for the conduct of Union related business other than as may be specifically and expressly set out in this Agreement.

Section 3. The Employer shall provide a locked bulletin board exclusively for the use of the Union for notices limited to:

a. Notices of Union recreational and social affairs;
b. Notices of Union elections;
c. Notices of Union appointments and results of Union elections;
d. Notices of Union meetings;
e. Updates of negotiations; and
f. Grievance and arbitration decisions.

Section 4. All postings for the Union bulletin board must be on Union letterhead or that of the Local Union or signed by a Union Official. There shall be no other distribution, handbilling, or posting by employees or the Union of
any other materials including, but not limited to, notices, pamphlets, advertising, political materials on Company property or in any location other than the bulletin board.

Section 5. The Union will not post any defamatory or objectionable materials on the bulletin board.

Section 6. The Company’s manpower or supplies shall not be utilized in support of or for union business other than those specifically and expressly set out in this Agreement.

ARTICLE 8. WORK OF EMPLOYEES

Section 1. No work, posts, assignment, or specific job performed or operation or use of any equipment or machinery, tools, or specific job performed by bargaining unit employees at the time, of this Agreement or given to such employees during the term shall be considered the exclusive right or jurisdiction of the bargaining unit employees.

Section 2. Regardless of any primary post assignment, daily post assignment, or specific duty request, every bargaining unit employee is subject to being assigned on a temporary or permanent basis to any security related post, duty, or task in the discretion of the Employer where the Company determines such assignment furthers the efficient, effective, safe, or secure operation of the facility or, in the Company’s opinion, meets other similarly related business justifications or operational needs, including, but not limited to, addressing staffing shortages or avoiding/minimizing overtime/premium pay exposure. Employees assigned to a higher pay classification of work for 4 consecutive hours or more, will receive the rate of pay for the higher classification for that shift. Employees assigned to a lower pay classification of work for the duration of any full shift, will maintain their current higher hourly rate of pay for the classification to which the employee is normally assigned.

Section 3. Supervisors, and other non-bargaining unit employees, may be assigned work traditionally performed by bargaining unit employees where the Company determines such assignments further the efficient, effective, safe, or secure operation of the facility or, in the Company’s opinion, meets other similarly related business justification or operational needs including, but not limited to, addressing staffing shortages or avoiding/minimizing overtime/premium pay exposure.

Section 4. Bargaining Unit employees will not be assigned to ride with a detainee without a secured partition allowing for the physical separation of detainees from officers.

ARTICLE 9. EXAMINATIONS

Section 1. The Company may require, as a condition of employment or continued employment, any employee or potential employee to submit to a physical examination, eye, or hearing examination, at any time, by a doctor of the Company’s choosing, at the Company’s expense. Where such request are made of bargaining unit employees then employed by the Company, the employee will be compensated at the appropriate rates of pay for all time spent in travel and attendance for required examinations. The Company may, in whole or in part, rely upon the results of any such examination in evaluating the ability of the employee or potential employee to perform efficiently,
effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Company.

Section 2. The bargaining unit employees will be covered by and subject to the drug and alcohol use, testing, and disciplinary procedures now in place for the Elizabeth Detention Center or as may be put in place during the term of this Agreement.

ARTICLE 10. NOTICE

Section 1. Whenever notice is to be given under the terms of this Agreement to either party hereto, it should in all cases, except where some other method is specifically prescribed herein, be sent via a method capable of recording or tracking delivery (i.e. email, hand delivery, certified mail return receipt requested, etc.).

Section 2. When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day that it is postmarked, time stamped, or, if hand delivered, the date signed for by the employee.

Section 3. Except where some other person is expressly designated in this Agreement, where notice is to be given to the Company it should be addressed and delivered to the Warden. Unless otherwise directed under the terms of this Agreement, where the Company is directed to give notice to the Union, such may be given to any Union official so designated under Article 3 of this Agreement.

Section 4. Each employee covered by this Agreement shall be responsible at all times for having his correct address and telephone number on file with the Company. When the Company is required to give an employee layoff or recall under the provision of this Agreement, notice must be given in writing via mail. Such notice is deemed to have been sufficient for all purposes of this Agreement if mailed to the employee address on file with the Company. Information pertaining to bargaining unit employees may be posted at the facility on a Company bulletin board. In such cases, notice is deemed to have been given as of the date of posting. All bargaining unit employees have an obligation to review and will be held accountable for any information posted on the Company bulletin board for information.

Section 5. Unless otherwise specified in terms of manner and time, when an employee is required to give notice to the Company under any provision in this Agreement, said notice shall be deemed to have been properly given when the employee informs his Warden via first class mail or delivers it in writing and in person to the Warden. If mailed, the notice shall be deemed to have been given on the date that it was postmarked.

ARTICLE 11. PROBATIONARY PERIOD

Section 1. Newly hired employees shall be probationary for a period of One Hundred Twenty (120) calendar days following the successful completion of their mandatory pre-service training. Existing CCA employees transferring into the bargaining unit shall be probationary for a period of One Hundred Twenty (120) calendar days. After successful completion of the probationary period, the employee shall be considered a "regular" employee for all purposes under this Agreement and shall have bargaining unit seniority retroactive to the date of transfer into the
unit (for existing CCA employees) or, for newly hire employees, the date of successful completion of their mandatory pre-service training.

Section 2. With notice to the Union, the Company may extend an employee's probationary period for additional days not to exceed a period equivalent to any work time missed.

Section 3. Employees shall have no rights under the Arbitration Procedure provisions of this Agreement until they have successfully completed their probationary period.

ARTICLE 12. SENIORITY

Section 1. Seniority is defined as an employee's total length of continuous employment within the job classification covered by this Agreement from when the bargaining unit employee satisfactorily completes their trial period following their most recent date of hire in the job classification. Seniority for employees hired on the same date shall be determined by the last four digits of the employee's social security number with the lowest number being the highest senior. For benefit purposes, the Company has the right, but is not required, to recognize dates of uninterrupted service for existing CCA employees that transfer into the bargaining unit even if the employee is otherwise consider "probationary" as a transfer into the unit; doing so in anyone case shall not set precedent for any future case.

Section 2. Seniority shall terminate and the employee will be terminated from employment if:

a. The employee is terminated for just cause;

b. The employee voluntarily quits, resigns his employment or retires;

c. An employee is laid off or off work for any other reason for a continuous period of twelve (12) consecutive months;

d. An employee is laid off, receives notice of recall, and fails to return to work on the date specified by the Employer;

e. An employee is absent for three (3) consecutive work days without notifying or advising the Employer in advance of the start of shift the third day;

f. An employee overstays a leave of absence without advance notification to and approval from the Company (the Company, in giving such approval may require the employee to submit proof of the situation preventing the employee to timely report);

g. An employee gives a false reason for any leave of absence; or

h. If the employee provides information on their application for employment or any other pre-employment forms which the employee knew, or should have known, was false or a misrepresentation or failed to fully and completely provide information requested, regardless of when such is discovered.
ARTICLE 13. LAYOFFS/RECALLS

Section 1. In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

Section 2. In selecting non-probationary employees for layoff, the Company will consider seniority along with skill, ability, and qualifications to perform the available work. Thereafter, where, in the opinion of the Employer, these factors are equal, seniority shall govern and be the determining factor with employees being selected for lay off in reverse order of seniority.

Section 3. In selecting non-probationary employees for recall when a vacancy arises, the Company will consider seniority along with skill, ability, and qualifications to perform the available work. Thereafter, where, in the opinion of the Employer, these factors are equal, seniority shall govern with employees begin selected for recall in seniority order. An employee's recall may be conditioned upon satisfying any screening or other fitness-for-duty qualifications that may be imposed or otherwise required under Company policy, federal or state law or under the terms and conditions of any contract the Company may have with any federal, state, or local government or agency at the time of recall concerning the custody of detainees or inmates.

Section 4. Laid off employees shall be required to take the recall when offered. Failure to take such offered work shall result in termination.

Section 5. Non-probationary employees laid off retain recall rights for a 12 consecutive month period commencing from the date of the layoff.

ARTICLE 14. DISCIPLINE AND DISCHARGE

Section 1. Employees shall be subject to discipline for just cause including, but not limited to, violations set out in the Work Rule Appendix to this Agreement.

Section 2. The Company generally recognizes the concepts of progressive discipline (which may include, but not be limited to, written warnings, suspensions from work or written suspensions while at work, demotion, retraining, or termination, etc.). In determining the appropriate penalty for any disciplinary infraction, the Company will consider factors such as, but not limited to, the work history and prior disciplinary record of the employee, the nature of the offense, consistency of discipline, impact upon contractual obligations with the government partner, as well as the possible and actual consequences of the offense. Using the foregoing guidelines, the appropriate penalty shall be at the discretion of the Employer.

Section 3. The Company will issue a disciplinary penalty within five (5) days of completing the investigation of the events and/or circumstances giving rise to the disciplinary action or the employee's first day at work following completing such investigation, whichever is later. Should the Company's investigation exceed thirty (30) calendar days, the Company will give the Union notice of such, the reason for the continued investigation, and the anticipated date the investigation is to be completed. The extension of the investigation period beyond the Initial thirty (30) days
shall only be for good cause. However, in no circumstance, shall the investigation be extended beyond an additional thirty (30) calendar days.

Section 4. While the parties hereto agree the offenses set out in the Work Rule Appendix are a reasonable basis for discipline up to and including discharge, the Union reserves the right to challenge through the grievance and arbitration provisions of this Agreement the question as to whether or not the accused employee did, in fact, commit the above listed offense as well as the appropriateness of any penalty issued under Section 2 of this Article.

Section 5. During regular business office hours, and under procedures and guidelines established or set by the Company, a bargaining unit employee may review their personnel file, in the presence of the Warden or designee.

Section 6. Subject to the restrictions and limitations found therein as to timeliness, jurisdiction, and arbitrability, the grievance and arbitration provisions of Article 15 of this Agreement shall be the sole method of resolving any contractual dispute regarding any discipline.

ARTICLE 15. GRIEVANCE AND ARBITRATION

Section 1. The provisions of this Article shall be the exclusive method to be followed by the Union and the bargaining unit employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of the express written terms of this Agreement. The Employer cannot file grievances. Except where the circumstance giving rise to the dispute occurred during the term of the Agreement, or as may otherwise be required by applicable Board rule, or where by written agreement between the parties extending the application of this Article, will not otherwise survive the term of this Agreement.

Section 2. In order to be processed, all grievances must be presented under Section 3 within ten (10) days of the event giving rise to the grievance. It is the intention of the parties that the time limitations, and all other requirements of the grievance procedure set out in this Article, be rigidly followed. Any grievance not submitted to the Employer in writing within ten (10) days after it occurs shall be deemed abandoned and waived. An untimely grievance shall not be processed nor be considered by any arbitrator. Any grievance not processed or appealed by the Union within the time limits set forth at any step of the grievance procedure, shall be considered settled on the basis of the Employer’s last preceding answer. In the event that the Employer fails to answer within the time limits set forth in any step of the process set out herein, the Union may proceed to the next step of the appeal. All time limits herein are calendar days and may be extended only by mutual written agreement between the Company and the Union.

Section 3. Processing of Grievances.

Step 1. The grievance shall be reduced to writing by the Union or the employee on the UGSOA Grievance forms, signed and dated by the affected employee, and filed with facility’s Human Resource Manager, or designee within the time limits set out in Section 2 of this Article. The written grievance shall specify the contractual provisions allegedly violated and the relief requested. The Company will respond to the grievance within ten (10) days of receipt. If the matter is not resolved by the Company’s response, the Union may, within ten (10) days of the Company response, give written notice to the facility’s Human Resource Manager of the desire to refer the grievance to Step 2.
Step 2. If a grievance is referred to Step 2, the Warden, or designee, will investigate the grievance and, if deemed necessary as a part of the investigation, meet with the grievant, appropriate Union Steward and/or Business Agent and any relevant witnesses. The Union Steward and/or Business Agent also may request a meeting with the Warden or designee where the union feels such meeting will assist in the investigation or processing of the grievance.

Following the investigation, the Warden, or designee, will issue a written response to the grievance no later than fifteen (15) days of the receipt of the grievance at step 2 or the requested step 2 meeting with the Union, whichever is later, with copies going to the employee grievant as well as the appropriate Union Steward and/or Business Agent.

Section 4. If not satisfactory settlement is reached under Step 2, within fifteen (15) calendar days of the Company’s Step 2 response being issued, the parties may jointly and mutually agree to engage in non-binding mediation. The mediator will be one of the commissioners from the New Jersey office of the Federal Mediation and Conciliation Service and conducted under standard FMCS rules and guidelines for such procedures provided that there be no record of the proceedings, no witness testimony offered, but rather a presentation form both sides of the dispute and what the respective sides contend the evidence would show should the matter proceed to arbitration.

Section 5. Should the dispute remain unresolved following mediations or should the parties elected not to proceed to mediation, the Union may submit the grievance to arbitration. Notice of the Union’s desire to submit the grievance to arbitration must be made in writing to the Warden within fifteen (15) calendar days from the mediation or the Company’s Step 2 response to the grievance being issued. Failure to timely move the matter to arbitration shall render the grievance abandoned and waived.

Section 6. Where a grievance is submitted to arbitration, the Union shall request a list from the Federal Mediation & Conciliation Service of seven (7) arbitrators drawn from New Jersey and the immediate surrounding states. The parties shall select from the panel one (1) arbitrator by alternately deleting names from the list until a last name remains. The Union, as the moving party, shall make the first strike from the provided panel. Each party retains the respective right to reject one entire panel in each case.

Section 7. The arbitrator selected in accordance with the Section 5 procedure shall decide the dispute. The arbitrator’s decision shall be final and binding on the Employer, the Union, and the bargaining unit employee(s) provided the decision is reached based upon and in accordance with the express written terms of the Agreement and rendered in accordance with federal, state law, or any controlling governmental contract applicable to the facility.

Section 8. In considering any grievance, the arbitrator’s jurisdictional and decisional authority shall be governed by the following:

a. The arbitrator only may decide if the Employer violated the express written terms of this Agreement. The arbitrator shall not be empowered, and shall have no jurisdiction, to base an award on any alleged custom, practice not expressly set out in this Agreement or supplemental written side Agreement between and executed by the parties. Notwithstanding the foregoing, the Arbitrator may consider factors such as the
parties past practices, bargaining history, or other recognized and established principles of contract interpretation in situations where the arbitrator finds the expressed written terms of the Agreement are ambiguous. The reliance upon any such factors is to be narrowly applied and may not result in a reading of the Agreement that conflicts with any other expressed term of the Agreement or limits or otherwise renders any other portion of the Agreement void.

b. The arbitrator's decision or award shall be based exclusively on evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other and the arguments presented in the written briefs of the parties. Nothing herein precludes either party from introducing any material and credible evidence the Arbitrator finds relevant to any underlying issue of fact. Likewise, neither party is limited from presenting any legal argument in pre- or post-hearing arguments, motions, or briefs or during the hearing itself which the party feels advances their case, such arguments may be considered and weighed by the Arbitrator within the jurisdictional parameters agreed to by the parties as set out herein.

c. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement in any way or to rule on any matter not related to the Agreement, or on any dispute arising at any time other than while this Agreement is in full force and effect between the parties.

d. The arbitrator shall have no power to establish or change wage rates or wage scales on new or changed jobs or any existing job or to change any wage rate.

e. The arbitrator shall have no power to substitute their discretion in cases where the Employer has retained discretion or has been given discretion by this Agreement.

Section 9. In any monetary remedy ordered by the arbitrator, all awards of back wages shall be limited to the amount of straight time wages the employee would otherwise have earned less any unemployment compensation or any other compensation the employee may have received or is due from any source during the period. If the employee was out of the labor market for any reason, or failed to make diligent efforts to apply or look for work during the period the employee was off work, no back pay shall be awarded for that period. Where a back pay remedy is sought, it is the Grievant's burden to prove efforts to apply for and look for work.

Section 10. The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this Agreement or more than ten (10) calendar days prior to the presentation of the grievance. In arbitrations which involve discipline for conduct expressly prohibited by this Agreement, the arbitrator's scope of review shall be limited solely to a determination of whether or not the employee actually committed the act or acts for which they were disciplined and the Employer's decision of the kind and degree of discipline is consistent with decisional criteria set out in this Agreement.

Section 11. The arbitrator shall not be empowered to hear, or have under consideration, more than one (1) grievance at any one time unless the parties have otherwise agreed in writing prior to the proceeding.

Section 12. In any grievance meeting or any arbitration held under the terms of this Agreement, neither any employee representative or witness(es) called by, or on behalf of, the Union or grievant, nor the aggrieved employee shall be paid by the Company for time spent attending the meeting or arbitration proceedings. Each party shall bear
the expense of preparing its case and shall make arrangements for, and cover the expenses of, witnesses called by them. The fees and expenses of the arbitrator, the arbitrator’s expenses incidental to the arbitration, and any hearing room shall be borne equally by the parties. The party requesting a transcript shall be responsible for the cost of that transcript.

Section 13. Grievances that involve, assert, or otherwise offer, in whole or in part, an implied or expressed basis for disputing the Company’s challenged action any fact, claim, or defense that could, if true, be considered as, give rise to, or would otherwise require the arbitrator to consider, address, or determine any issue, fact, or evidence relating or giving rise to a claim of unlawful discrimination, employment tort, violations of public policy, or violation of any federal or state, statute, regulation, or ordinance shall not be subject to consideration or resolution under the arbitration process of this Agreement; such grievances, without exception, shall be outside of the jurisdiction of any arbitrator.

ARTICLE 16. NO STRIKE/NO LOCKOUT
Section 1. Under no circumstances will the Union or the bargaining unit employees call, engage in, instigate, promote, cause, sponsor, condone, support, assist, sanction, authorize, permit, encourage, or take part in any strike, sit down, slowdown, work to the rule, unfair labor practice strike, recognition strike/picket, sympathy strike, jurisdictional strike, withholding of services, work stoppage, picketing (informational or otherwise), handbilling, consumer boycotts, curtailment of work, reduction of production, interference of any kind with the operations of the Employer, interference of any kind with the customers or potential customers of the Employer, or any other concerted activity which curtails, interferes with, or interrupts or threatens such curtailment, interference or interruption of the Company’s operation, the servicing of the Company’s customers, or the Company obtaining new customers.

Section 2. Neither the Union, nor any bargaining unit employee, will recognize and honor any picket line, or any other concerted activity, established for any reason by any other union, other organization, association, religious group, community interest group, or any individual(s), including, but not limited to, any type of activity contesting grievance, jurisdictional, contract expiration, substandard wage disputes, or for recognitional purposes, at Elizabeth Detention Center, or any other CCA location, customer, vendor, or location to which the bargaining unit employee may be assigned as a result of their employment.

Section 3. In the event of any conduct prohibited by either Section 1 or 2 of this Article, the Union, its officers, agents, stewards, and representatives shall immediately make every good faith effort to end such activity. This effort shall include, but not be limited to, immediately instructing the bargaining unit employees in writing, with a copy provided to the Company, that the conduct is not authorized, ratified, or condoned by the Union, is in violation of the Agreement, that they may be disciplined up to and including discharge, and to immediately quit the offending conduct.

Section 4. The obligations, rights, and provisions of this Article are completely independent of, and shall not be affected or limited by, the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.
Section 5. The Employer has the right to discipline, including discharge, any employee who violates this No Strike provision and such discipline shall be deemed to be for good cause.

Section 6. The Company will not lockout bargaining unit employees during the term of this Agreement.

ARTICLE 17. WAGES

Section 1. Effective the first full pay period after approval by the United States Department of Labor and the incorporation of the collective bargaining agreement into the underlying ICE governmental contract for the Elizabeth Detention Center in each of years noted below, bargaining unit employees shall receive the following straight time minimum hourly wage rate:

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<tr>
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<th>Detention Officer</th>
<th>Senior Detention Officer</th>
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Section 2. Re-Opener

a. Either party may elect to re-open Section 1 of this Article for the sole and exclusive purpose of negotiating changes to the above minimum wage rate set out in Section 1 of this Article (or any future negotiated rate in place during the time of this Agreement).

b. The party desiring to re-open the agreement must give the other party written notice of no less than sixty (60) days prior to August 1, 2014 or August 1, 2015.

c. During any such re-opener, neither party is obligated to consider or negotiate any provisions of this Agreement other than Section 1 of this Article.

d. Assuming the parties have satisfied the notice requirements for re-opening Section 1 of this Article, notwithstanding each party’s respective obligations and rights set out in Article 16 – No Strike, during any re-opener under this Article, the union shall retain the right to call an economic strike and the Company shall retain the right to lock-out bargaining unit employees in an effort to put economic pressure on the other party to accept their respective re-opener proposal, provided that each of the following conditions are met:

1. Any such strike or lock-out cannot occur prior to the expiration of the sixty (60) day notice period set out in subsection b above; and

2. Prior to undertaking any strike or lock-out allowed under this Section, the party desiring to take the action must give the other party no less than forty-five (45) days advance written notice of the date and time certain that such action will commence; and
3. Any such strike or lock-out must be limited to a primary economic action, carried out for the sole and exclusive purpose to exert economic pressure on the other party in relation to a proposal properly submitted under and subject to the terms of this re-opener Section; and

4. Other than those expressly set out in this Article 3, subsection d, no other exceptions to either party’s obligations or rights under Article 16 - No Strike are intended. The parties’ intent and desire is for the strict and limited interpretation and narrow application of these extraordinary allowances made herein for the right to engage in an economic strike of lock-out outside of the restrictions imposed under Article 16 - No Strike.

Section 3. Undisputed Error. In case of an undisputed error on the part of the Company as to an Employee’s rate of pay, proper adjustment will be made in the pay check issued for the of pay period after which the error is reported and/or confirmed, whichever is later, at no additional expense to the employee.

ARTICLE 18. CALL IN AND REPORTING PAY

Section 1. Employees are required to report for work at their scheduled starting times. Employees are required to report to their supervisor of the inability to report to work as soon as possible and in no case less than two (2) hours prior to the employee’s scheduled starting time.

Section 2. Bargaining unit employees who report to work as scheduled, whether it is their normal shift or work for which they have been called-in to perform, without having been notified not to report, and work is not available, will be paid four (4) hours premium reporting pay at their regular straight time rate of pay. The premium shall not apply to situations where the inability to offer the employee work within the bargaining unit is the result of acts of God, failure of equipment beyond the Company’s control or similar events beyond the control of the Company. Likewise, the premium shall not apply where the employee refuses to perform work available outside of the bargaining unit, at no less than their regular rate of straight time pay under this Agreement, when offered by the Company. The premium paid under this Section shall not be considered as "time worked" for overtime purposes.

ARTICLE 19. HOURS OF WORK/OVERTIME

Section 1. For purposes of overtime, the regular workweek shall consist of forty (40) hours. The workweek shall commence at 0001 hours on Sunday and conclude at 2400 hours the following Saturday. The workday shall be defined as the twenty-four (24) consecutive hour period commencing with the start of the employee’s shift/work. The pay period shall be two consecutive workweeks (26 pay periods per calendar year). The Company will give the union no less than two weeks’ notice of any planned changes to the pay period or defined workweek.

Section 2. All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half the employee’s straight time rate of pay. There shall be no duplication and/or pyramiding of overtime and/or premium pay under this Agreement.

Section 3. When, in the Company’s opinion, the need for overtime/coverage work by a bargaining unit employee exists, the Company may fill that need as follows: Bargaining Unit employees may advise the Shift
Supervisor on duty of the employee's willingness to work extra work on that day or any particular day. Assuming the
volunteer employees are qualified to perform the available work, the extra shift work will be assigned to volunteer
bargaining unit employees. If there are an insufficient number of volunteers to cover the available work, the
Company will force draft coverage first from that card with the next day off and from that card by reversed seniority
among qualified employees. If insufficient coverage remains, the Company will force draft from other cards by
reverse seniority, starting with those employees then on shift qualified to perform the work and then moving beyond
to other cards until sufficient coverage is obtained. Exceptions from force draft because of pre-existing conflicts must
be requested, in writing, in advance and approved by and at the discretion of the Company. The misrepresentation or
falsification of the reasons given for the request to be excused will result, in discipline up to, and including, discharge.
The Company may request proof of the reasons given for any request to be excused from forced draft. Once
assigned, whether by volunteer or forced draft, the extra must be worked. The failure or refusal to work assigned
extra work may result in disciplinary action up to and including discharge. Notwithstanding the above, the Company
may assign extra or overtime work to qualified non-bargaining unit personnel.

ARTICLE 20. HOLIDAYS

Section 1. The Company recognizes the following holidays: New Year's Day, Martin Luther King Day, President's
holiday.

Section 2. Full-time regular employees will be paid at eight (8) hours their straight time hourly rate for the
above recognized holidays. In no circumstance will an employee be entitled to more than eight (8) hours of holiday
pay per holiday. Employees who work on the recognized holiday will receive their holiday pay in addition to their pay
for working that day.

Section 3. In order to receive holiday pay, the following conditions must be met: The employee must work their
full-day on their last scheduled day before and the first scheduled work day following the holiday, unless the
employee is on approved leave under the terms of this Agreement.

Section 4. Holidays paid, but not worked, shall not be considered as time worked for overtime purposes.

Section 5. Employees not on active duty, not on approved leave under this Agreement or under federal or state
law, or on disciplinary suspension/leave of absence from employment at the time of holiday are not eligible for
holiday pay unless otherwise required by a state or federal law.

Section 6. Any employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay,
unless the employee is on approved leave under the terms of this Agreement.

ARTICLE 21. VACATION/PERSONAL LEAVE

Section 1. Effective the first pay period following the day and date upon which both parties have executed this
Agreement, non-probationary full-time employees are eligible to earn and take paid vacation/personal leave
beginning the first pay period after completing their probationary period.
Section 2. Vacation/personal leave may be used by eligible bargaining unit employees for vacation, handling personal business, or as compensation during otherwise unpaid approved leave of absence (for example Family Medical Leave, bereavement, or civil leave).

Section 3. Vacation/personal leave must be used during the calendar year in which it is earned. Vacation/personal leave time will not be carried forward into the next calendar year.

Section 4. Eligible bargaining unit employees accrue vacation/personal leave in each pay period during which the employee works eighty (80) hours. An employee who works any portion of a pay period in question and is on military leave, FMLA leave, or any paid or unpaid leave of absence taken under the terms of this Agreement for the remainder of that pay period will have such leave time counted toward satisfying the eighty (80) hours threshold. Employees working less than eighty (80) hours in any pay period and who do not otherwise qualify for credit under the terms of this Section 4, will have any accrual adjusted prorate to reflect the time not worked.

Section 5. The accrual schedule for eligible bargaining unit employees will be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Per Hour Worked</th>
<th>Max Per Pay Period</th>
<th>Max Per Year Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>hours /4.0 hours</td>
<td>104 hours (13 8-hour days)</td>
<td></td>
</tr>
<tr>
<td>5 to 15</td>
<td>hours /5.0 hours</td>
<td>130 hours (16 8-hour days)</td>
<td></td>
</tr>
<tr>
<td>15 or more</td>
<td>hours /6.1 hours</td>
<td>160 hours (20 8-hour days)</td>
<td></td>
</tr>
</tbody>
</table>

Section 6. Except as otherwise may be applicable to any leave taken in connection with FMLA benefits, vacation/personal leave must be taken in a minimum of 4-hour segments.

Section 7. Vacation/personal leave is paid at the base hourly straight time rate of pay in effect at the time the leave is taken.

Section 8. Paid vacation/personal leave is not counted as time-worked for purposes of calculating overtime.

Section 9. Employees desiring to take vacation must submit a written request on forms provided by the Company and under the terms set out herein and as may be established by the Company.

a. After, or concurrently with, the issuance of the schedule cards for the upcoming year, the Company will issue vacation preference forms on which the bargaining unit employees, by seniority, may express their preferred use of leave for the upcoming year under the format set out in subpart (b) below.

b. The first round and preference will be given to the top 1/3 most senior bargaining unit employees on each shift who will have no less than seven (7) calendar days in which to complete and submit their preference sheets. Once personal leave has been scheduled for this group, the second round and preference will be given to the next 1/3 most senior bargaining unit employees on each shift who, at the time they are given their preference sheets will be advised as to which, if any, dates are no longer available for selection. These employees will be given no less than seven (7) calendar days in which to complete and submit their preference sheets. This process is repeated for the remaining 1/3 groupings of employees by shift by
seniority. Employees who are on approved leave during the period of time under which they would be eligible to submit their leave request under subpart (b) of this Section may pre-submit preference or within seven (7) calendar days of their return to work to submit a request for the upcoming year. However, the ability of the Company to tentatively schedule the requested period for any employee on approved leave who elects to submit upon return from that leave will be based on available time as of the request and operational considerations.

c. All vacation leave time not scheduled as the result of Subpart b herein, will be tentatively scheduled out and conditionally approved for the upcoming year by and at the discretion of the Company.

d. In considering and tentatively scheduling and conditionally approved vacation leave under this Article, the Company has the right to limit the number of bargaining unit employees that may be granted leave at any one time or to otherwise administer the vacation leave benefit based upon operational considerations.

e. Requests for vacation submitted under this procedure for the upcoming calendar year, will be considered and tentatively scheduled, as defined in this Agreement by shift, and upon the condition that the employee will have sufficient leave time under this Article is available when the time request off occurs. The request will be based upon anticipated vacation accruals for the coming year and may be scheduled at a time in which the anticipated accrual has yet to occur (borrowed time) within any limits established by the Company. The scheduling and approval of vacation under this provision, therefore, is tentative and conditional and does not guarantee that time off, for example should (1) circumstances arise which place in question the ultimate accrual of the time or (2) other vacation time be requested, approved, and used under this Article such that prior tentatively scheduled and conditionally approved vacation would not be available at the time otherwise scheduled under this Section. Should the bargaining unit employee not have sufficient leave available or should intervening circumstances have occurred which place in question the ability to accrue the needed time at a level sufficient to cover the prior tentatively scheduled vacation, the Company will so advise the employee. To be “approved” under the terms of this Agreement, the employee must have sufficient leave available at the time the prior tentatively scheduled time off occurs.

f. Employees may request an exchange of scheduled vacation with another bargaining unit employee provided that the change does not result in overtime or violation of the basic work week and provided further that a written request for such an exchange is submitted to the Master Scheduler no less than fifteen (15) days in advance of to the first scheduled leave affected by the requested change. Any such request will be approved or denied in the Company’s discretion. Once approved, the changed schedule must be worked.

g. Employees may request use of vacation other than as tentatively scheduled under this Article. Such request must be made at least thirty (30) days in advance. Any such request will be approved or denied in the Company’s discretion based upon operational considerations. Where the bargaining unit employee request vacation not tentatively scheduled and that request is approved, the Company, with employee input, remove prior tentatively schedule leave from the calendar to cover the now requested and approved time off.

h. Where the Company determines emergency conditions warrant (i.e., conditions which threaten the health, safety, or security of the facility, employees, detainees, or community), the Company may recall employees from leave or postpone approved leave (as defined herein) other than leave in conjunction with FMLA.
1. Leave may only be so canceled under this subsection by the Warden in writing with clear explanation as to the basis for that decision.

2. Employees whose leave has been canceled under this provision will be given priority in rescheduling or allowed to carry over to the next calendar year and given priority for use in the first months of that year.

3. If the Company requires an employee to return for vacation or canceled approved leave (i.e., leave that has been tentatively scheduled and conditionally approved under the terms of this Article and for which the employee has sufficient leave available at the time the scheduled time off), the Company will pay the employee mitigated expenses that the employee has actually incurred. Mitigated expenses are those that have actually been paid to a third party (e.g., prepaid vacation expenses, such as airline tickets, cruise, tickets, etc.) by the employee prior to the Company canceling the employee's approved vacation and for which the employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses may be required. This provision does not apply to situations where the employee has tentatively scheduled and conditionally approved time off, but that time is canceled or removed from the calendar as the result of the employee not having sufficient leave available at the time the scheduled time off is to occur.

Section 10. Upon termination of employment, employees will be paid on an hour-for-hour basis for earned but unused vacation/personal leave; such payment will be made in accordance with controlling state law.

Section 11. Employees on approved paid vacation/personal leave who are otherwise eligible or holiday pay; will be paid for any holiday that may fall during that leave.

Section 12. Pay in lieu of vacation/personal leave will be considered by the Company upon written application by the employee and granted in the discretion of the Company.

Section 13. For the calendar year in which the Agreement goes into effect, covered bargaining unit employees will not pyramid accrual benefits under this Article, meaning that the benefits set out in this Article shall represent a maximum hours that can be accrued and not "additional" hours to those already earned under the terms of the prior collective bargaining agreement.

ARTICLE 22. SICK LEAVE

Section 1. Effective the first pay period following the day and date upon which both parties have executed this Agreement, non-probationary full-time employees are eligible to earn and take paid sick leave under the terms and conditions set out in this Article.

Section 2. Bargaining unit employees become eligible to earn and take paid sick leave beginning the first pay period after completing their probationary period. Eligible bargaining unit employees accrue sick leave in each pay period during which the employee works eighty (80) hours. An employee who works any portion of a pay period in question and is on military leave, FMLA leave, or any paid or unpaid leave of absence taken under the terms of this
Agreement for the remainder of that pay period will have sick leave counted toward satisfying the eighty (80) hour threshold.

Section 3. Sick leave will accrue for eligible bargaining unit employees at the rate 0.031 hour for each regular hour paid. The maximum accrual will be 64 hours per year. The employee may "bank" accrued but unused sick leave from year-to-year to a maximum of 1040 hours. The employee may, in the alternative, convert any balance of accrued but unused sick leave to a medical reimbursement account administered by the Third Party Administrator under the terms, conditions, and maximums established by that Administrator the controlling SCA contract, and the procedures established by the Company to implement the same.

Section 4. Sick leave may be taken in four (4) hour segments.

Section 5. Sick leave is paid at the base hourly straight time rate of pay in effect at the time the leave is taken.

Section 6. Paid sick leave is not counted as time-worked for purposes of calculating overtime.

Section 7. Upon termination of employment, employees with earned but unused sick days will be credited the individual under the terms of the Third Party trust responsible for administering the fringe benefit.

Section 8. Employees desiring to take sick leave must request such leave on an Employee Leave Authorization form at least thirty (30) days in advance of the need for the leave. When the need for the leave is not foreseeable thirty (30) days in advance, the employee must request such leave as soon as possible once the need is known and, in every instance, no later than at least two (2) hours prior to the time employee's schedule starting time.

Section 9. In every instance in which the employee is absent for three (3) or more days and when the Company suspects an employee is misrepresenting the need for sick leave or is otherwise abusing the benefit, the employee is required to provide certification from the employee's health care provider verifying medical appointments or the employee's inability to work due to medical reasons. To verify the employee's inability to work due to medical reasons, the Employer may require the employee to be examined by a health care provider designated by the Employer. Any such verification exam conducted at the request of the Employer shall be at the Company's expense.

Section 10. Employees misrepresenting the need for sick leave or who obtains leave by fraud or whom otherwise request takes sick leave for reasons other than related to the employee's health medical reasons, is subject to disciplinary action.

Section 11. For the calendar year in which the Agreement goes into effect, covered bargaining unit employees will not pyramid accrual benefits under this Article, meaning that the benefits set out in this Article shall represent a maximum hours that can be accrued and not "additional" hours to those already earned under the terms of the prior collective bargaining agreement.

ARTICLE 23. BEREAVEMENT LEAVE

Section 1. Full-time regular employees will be excused from work for up to three (3) consecutive workdays, unpaid, to attend the funeral of an immediate family member (i.e., current spouse, children, including legally adopted
children or children of a current spouse, parent, grandparent, sister, brother). Employees are permitted to use paid sick/personal days in conjunction with bereavement leave granted under the terms of this Article.

Section 2. Employees must give the Company as much advance notice as possible of the need to miss work because of a death in the immediate family.

Section 3. The Company may request proof of the relationship and/or of the funeral. Failure to provide such proof when so requested subjects the employee to disciplinary action up to, and including, discharge.

Section 4. Employees misrepresenting the need for bereavement leave or who obtain leave by fraud or who otherwise request or take bereavement leave for reasons other than those in Section 1 of this Article, are subject to disciplinary action up to, and including, discharge. The benefits of this Article shall not apply to employees absent from work on vacation, off-days, or for any other reason; they shall apply only to those days when the employee is scheduled to work and would ordinarily have worked but for the leave.

ARTICLE 24. CIVIL LEAVE

Section 1. Bargaining unit employees required to report to, or who are selected for, jury duty or who, pursuant to a subpoena, are ordered to appear in court on a day the employee is otherwise scheduled to work, will be excused from work.

Section 2. Where such employees have completed 12-months of continuous employment, the Company will pay up to a maximum of ten (10) days lost work in any rolling 12-month period. Any court compensation/witness fees paid to the employee will be deducted from any such payment. Civil leave by employees with less than 12-months employment will be given unpaid leave unless otherwise required by federal or state law.

Section 3. Any summons, subpoena, or other court order requiring the employee’s absence must be presented to the Human Resource Manager. The employee must notify the Company upon the completion of the service/appearance and may, at the Company’s discretion, be required to report to work to complete any portion of the scheduled workday.

Section 4. Upon reporting to work following completion of the required service/appearance, the employee must present proof of service/appearance from the court that includes dates of service/appearance and date/time of release.

Section 5. Employees misrepresenting the need for Civil Leave under this Article, or who obtains leave by fraud, or who otherwise requests/takes Civil Leave for reasons other than allowed under this Article, or who fails to provide the documentation required under this Article is subject to disciplinary action up to, and including, discharge.
ARTICLE 25.  VOTING LEAVE

Section 1. Bargaining unit employees may be eligible for an excused absence from work to vote in a primary or general election if:

a. The employee's scheduled workday is such that the polls are open for less than three (3) consecutive hours before the employee's scheduled start of shift or after the employee's scheduled end of shift, and

b. The employee applies with his supervisor for leave no less than seven (7) calendar days in advance of the date, unless the employee's schedule has changed such that seven (7) day notice may not be given.

Section 2. The maximum time allowed under this Article is two (2) hours.

Section 3. The Employer may specify the hours during the specified period in which the voter may be absent.

Section 4. Employees granted leave under this Article will be paid straight time base hourly rate for time lost at work. Time paid shall not be considered as time-worked for the purpose of computing overtime.

Section 5. Employees misrepresenting the need for leave under this Article, or who obtains leave by fraud, or who otherwise requests/takes leave for reasons other than allowed under this Article is subject to disciplinary action up to and including discharge.

Section 6. To the extent the applicable state law provides benefits greater than those set out herein, this Article will be modified as necessary to bring the provisions in conformity.

ARTICLE 26. UNPAID LEAVES OF ABSENCES

Section 1. Family Medical Leave Act. Employees eligible for leave under the terms of the federal Family Medical Leave Act, and any similar state law, will be granted such leave as required by federal and state law and pursuant to the Employer's policies established to implement the law's mandates.

Section 2. Military Leave. Employees eligible for leave under the terms of any federal and state military leave provisions will granted such leave under the terms and conditions as required by law and pursuant to the Employer's policies established to implement the laws mandates.

ARTICLE 27. HEALTH AND WELFARE

Section 1. Bargaining unit employees will be offered, and have the ability to participate in, the same health care benefits (major medical health, dental, vision insurance) plans/benefits provided to the non-bargaining unit employees at the Elizabeth Detention Center facility as such providers, plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 2. Bargaining unit employees will be offered, and have the ability to participate in, the same life insurance, STD, LTD, and ADD&D programs provided to the non-bargaining unit/non-represented employees at the
Elizabeth Detention Center facility as such providers, plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement if provided and administered by a bona fide third party administrator.

Section 3. Bargaining unit employees will be offered, and have the ability to participate in, the same Employee Assistance Program provided to the non-bargaining unit employees at the Elizabeth Detention Center facility as such providers, plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement if provided and administered by a bona fide third party administrator.

ARTICLE 28. RETIREMENT
Section 1. Bargaining unit employees will be offered, and have the ability to participate in, the same 401(k) benefits that may be provided to the non-bargaining unit employees at the Elizabeth Detention Center facility as such providers, plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement if provided and administered by a bona fide third party administrator.

ARTICLE 29. UNIFORMS
Section 1. The Company may require employees covered under this Agreement to wear uniforms as a condition of their employment. The Company reserves the right to determine the number, source, and manner uniforms, will be supplied to the employees, and what constitutes the required uniform. While in uniform, no employee may wear insignia, badge, button, logo, trademark, or commercial trade name or any article of clothing which bears any such likeness which is not issued or approved by the Company, nor may any employee deface or alter the uniform. Bargaining unit employees are responsible to report each day in complete uniform.

Section 2. The Company will provide uniforms to the bargaining unit employees (five shirts and five pants). Bargaining unit employees must maintain their uniform in good repair. Any damage to an employee's uniform during the performance of an employee's duties will result in the repair or replacement of affected clothing attire at the expense of the Employer. Prior to issuing any replacement uniform part, the bargaining unit employee may be required to turn in the prior issued uniform part. The repair or replacement of a uniform damaged outside of the performance of the employee's duties shall be the responsibility of the employee.

Section 3. Uniforms remain the property of the Company at all times and, upon demand, must be surrendered by the employee and returned to the Employer. Upon termination of their employment, bargaining unit employees are required to turn in all issued uniforms and each Company issued items. The Company may withhold from the employee's final paycheck the costs of any uniform or issued item not returned.

Section 4. If an employee is required to wear protective clothing, including outerwear or any type of protective device, as a condition of employment, such protective clothing or protective device(s) shall, to the extent permitted by laws, rules or regulations, be furnished to by the Employer.
Section 5. The Employer shall provide at its own expense, the initial required identification card(s) for each bargaining unit employee. Any replacement identification shall be at the employee's expense.

ARTICLE 30. SCOPE OF AGREEMENT/SAVINGS CLAUSE
Section 1. During the negotiations that resulted in this Agreement, both parties had every right to and did discuss all collective bargaining demands and proposals. As a result, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

Section 2. The terms of this Agreement encompass all rights, limitations, and obligations of the parties and supersede any and all contracts, agreements, or promises, whether implied or actual and whether written or oral, and including, but not limited to, any past practices, established or in effect between the parties or between the Employer and bargaining unit employees before the execution of this Agreement. The continuance or discontinuance of any past practice, wage, or benefit not enumerated in this Agreement is vested solely in the discretion of the company.

Section 3. Should any part of this Agreement be rendered or declared invalid by any court of competent jurisdiction or by reason of an existing or subsequently enacted legislation or National Labor relations Board decision or by any term or condition of a customer contractor regulation governing the operation of the facility, such shall not invalidate the remaining portions thereof. Rather, the remaining parts or provisions shall be maintained in full force and effect.

ARTICLE 31. SUCCESSORS & ASSIGNS
Section 1. The employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in any sale, transfer of assets or assignment of assets covered by this Agreement. Such notice shall be in writing, with a copy to the Union given no later than the date upon which the Employer and the third party executes a final binding contract governing the transaction.

ARTICLE 32. TERMINATION
This Agreement shall be in full force and effect from March 25, 2013 to September 24, 2016 (expiring at 12:01 AM on September 25, 2016) and shall continue from year to year thereafter, provided that the Agreement and all rights, benefits, and obligations created hereunder may be amended, modified, or terminated by either party upon written notice given to the other party no less than ninety (90) days prior to the expiration date of this Agreement or any subsequent extension anniversary date.
SIGNATURES

For United Government Security Officers of America, Local 315

Date: 3/26/13

For United Government Security Officers of America, International Union

Date: 4/1/13

For CCA of Tennessee, LLC

Date: 3/25/13
APPENDIX - WORK RULES

The parties agree that the following justify good cause for discipline under Article 14 the terms and conditions of this Agreement:

1. Engaging in any conduct in violation of the CCA or facility Drug and Alcohol policies;

2. Engaging in any conduct in violation of the CCA or facility Code of Ethics and Business Conduct and any supplements thereto;

3. Engaging in any conduct in violation of the Company’s Inmate/Resident Sexual Abuse/Misconduct/Harassment policies;

4. Engaging in any conduct in violation of the CCA or facility non-discrimination non-harassment policies and procedures;

5. Smoking or use of tobacco products Company owned or leased property;

6. Engaging in any conduct in violation of CCA or facility safety or health policies, procedures, or regulations;

7. Engaging in any pilferage, theft, unauthorized use, or unauthorized possession of any Company owned or leased property or that of any detainee, visitor, vendor, government official, customer, or CCA or facility employee;

8. Providing false, misleading, or incomplete information on Company forms, records, reports, documents, time cards or time records; concealing, altering, misusing, or removing, without proper authorization form the Warden, Company records, reports, documents, time cards or records, or employment records including, but not limited to electronic data records; any act of dishonesty;

9. Failing to properly clock-in or clock-out; clocking-in or out for another employee;

10. Unexcused absence from work. An absence is unexcused when not otherwise provided for and taken in accordance with the terms of this Agreement;

11. Being tardy for work. An employee is considered tardy when they report to work and clock in after their assigned start time and such late report is not otherwise allowed for or excused under the terms of this Agreement;

12. Early exit. An employee is considered an "early exit" when they leave work before the end of their assigned shift or work day without permission of their supervisor and such early exit is not otherwise allowed for or excused under the terms of this Agreement;

13. Leaving or the unauthorized abandonment of any post or duty without supervisor’s permission and relief;

14. Incompetence, negligence, or careless inattention in the performance of duties or the failure to properly and completely perform assigned duties; any other act or omission that leads to or could have resulted in danger or harm to any detainee, visitor, vendor, customer, government official, or CCA or facility employee or to the
Company’s relationship and reputation with any contracting agency or customer; failing to meet job standards or qualifications;

15. Failing to be in complete uniform at all times in conformance with standards set by CCA or the facility while on duty and in the performance of Company duties or on Company owned, leased, or used property;

16. Sleeping, personal reading on duty, or any other act or omission that interferes, or could interfere, with or otherwise preclude the employee from being alert while on duty;

17. Engaging in any conduct which has, or which could have, the effect of hindering, limiting, or interfering with normal operations of the facility or the performance of another employee;

18. Insubordination. This includes, but is not limited to, the refusal or failure to perform any assigned task, to fully and properly respond to any oral or written business related request from management, to fully and properly participate in any business related investigation, to fully obey instructions of any law enforcement official or proper authority of any federal, state, or local government or agency representative with whom CCA or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the custody of detainees housed at the facility, and includes any type of conduct, whether verbal, written, or physical, which undermines or otherwise challenges the authority of management;

19. Failing to provide cooperation and respect at work; failing to support the efforts of or show respect to other CCA and/or facility employees, or to employees of any federal, state, or local government, or agency representative with whom CCA or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CCA or the facility or the custody of detainees housed at the facility, to carry out their duties; failing to contribute to an atmosphere of mutual respect among CCA and/or facility employees;

20. Failing or refusing to cooperate or to fully and honestly answer any questions or produce requested material in any official investigation or inquiry being conducted by the CCA or the facility or by or at the direction of any federal, state, or local government or agency representative with whom CCA or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CCA or the facility or the custody of detainees housed at the facility; providing false, incomplete, or misleading information to the Company or to any federal, state, or local government or agency representative with whom CCA or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CCA or the facility or the custody of detainees housed at the facility;

21. Failing or refusing to execute any consent form or agreement necessary to allow any federal, state, or local government or agency representative with whom CCA or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CCA or the facility or the custody of detainees housed at the facility access to any of the employee’s personnel, disciplinary, investigative, background, medical, or training files or records;
22. Fighting, engaging in any threatening, harassing, abusive, or intimidating conduct or other discourtesy directed toward any visitor, vendor, customer, government official, or CCA or the facility employee, or participating in any physical horseplay or disorderly conduct with any detainee, visitor, vendor, customer, government official, or CCA or the facility employee while in the performance of Company duties, during work time, or while on Company owned, leased, or used property;

23. Engaging in or promoting any conduct which leads to or which incites, or which could lead to or incite, a riot, work stoppage, or other disruptive or violent conduct an the part of a detainee;

24. Engaging in or promoting conduct that leads to, or could lead to, the escape of or harm to any detainee or which otherwise compromises security and safety or is negligent with respect to the treatment, security, and protection of any detainee;

25. Possessing, without proper authorization, unauthorized use of any firearm, explosives, or other weapon, or the failure to use any firearm, explosives, or other weapon in accordance with CCA policies and procedures while in the performance of Company duties, during work time, or on Company owned, leased, or used property;

26. Possessing, without proper authorization, or unauthorized use of camera, video equipment, tape record, or any other recording device and unauthorized possession or unauthorized use of any communication device while in the performance of Company duties, during work time, or on Company owned, leased, or used property;

27. Using physical violence, threats, or verbal abuse, harassment, taunting, or other abusive or undue negative treatment, directly or indirectly (such as through another employee or detainee), toward any detainee, visitor, vendor, customer, or CCA or the facility employee, or of detainees (not otherwise justified as an appropriate intervention when the safety of detainees, staff, or visitors are in jeopardy), or any other conduct with regard to the care and treatment of detainees that violates CCA or the facility policy and procedures or the policies and procedures of any contracting agency or customer; using force with a detainee for punishment or reprisal; failing to report the threat, suspension, or actual occurrence of physical abuse of a detainee by another detainee or by CCA and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of physical abuse of a detainee by another detainee or by CCA and/or facility personnel. (Use of physical force with detainee is allowed only in accordance with applicable Company policies and training.);

28. Engaging in, attempting to engage in, soliciting, or promoting any business with any current or former detainee or their families or representatives;

29. Soliciting, attempted solicitation, or acceptance of any gift, favor, or bribe in connection with official duties from anyone, including, but not limited to any current or former detainee or their families or representatives; permitting or creating a personal obligation that could lead to the expectation of favors or preferential treatment as to any current or former detainee or their families or representatives; displaying favoritism or preferential treatment to detainees or groups of inmates; engaging in undue fraternization with detainees;
30. Introducing or the attempting to introduction of contraband into the facility or grounds of the facility or otherwise bringing or attempting to bring contraband to or transferring contraband from a detainee to another detainee or to other persons, or other conduct including, but not limited to, conspiring, negotiating, or arranging to purchase, sell, possess, distribute, dispense, or use contraband or which allows or which creates the opportunity for detainees to obtain contraband;

31. Engaging in, attempting to engage in, soliciting, or promoting sexual activity or any other improper physical activities or any improper relationship with any detainee, former detainee or any of their families or friends; failing to report the threat, suspension, or actual occurrence of sexual abuse of a detainee by another detainee or by CCA and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of sexual abuse of an detainee by another detainee or by CCA/EDC personnel;

32. Violating CCA or facility policies on Legal Rights of inmates or any other CCA or facility policy, procedure, rule or regulation concerning the treatment of and interaction with detainees, their families, or representatives; retaliating or threatened retaliation against an detainee for filing a grievance or otherwise reporting misconduct or mistreatment; failing to respect the property of detainee;

33. Failing to immediately report to the Warden any of the following: (a) a family relationship with a detainee; (b) business or social relationships with any detainee or a detainee family members or friends while the detainee is incarcerated at a CCA facility and for one (1) year after such incarceration terminates; (c) contacts with former detainees that occur within one (1) year of the date the former detainees incarceration terminates; and (d) any other contact or relationship that could be expected to create a conflict of interest or the appearance of a conflict of interest with duties as a correctional officer with the Company;

34. Failing to immediately report to the Warden if charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lend to, incarceration and/or any fine of $100 or more);

35. Being charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lend to, incarceration and/or any fine $100 or more);

36. Engaging in any conduct, on or off duty, which renders, or which could render, the employee disqualified for employment under the terms and conditions of any contract CCA or the facility may have with any federal, state, or local government or agency concerning the custody of detainees at CADC;

37. Engaging in any conduct while in uniform or while otherwise representing or appearing to represent the Company that reflects negatively on the Company or federal, state, or local government or agency representative with whom CCA or the facility has a contract concerning the custody of detainees at the facility;

38. Engaging in the destruction, unauthorized or misuse of, or damage to any Company owned or leased property or that of any detainee, visitor, vendor, customer, or CCA or facility employee;
39. Using CCA and/or facility uniform, credentials, identification cards, or badges to coerce, intimidate, or deceive others, or to obtain special favors or privileges not authorized in the performance of normal duties, whether inside or outside the grounds of the facility and whether on or off the job;

40. Violating the terms and conditions of this Agreement;

41. Violating any Company rule, procedure, or policy;

42. Failing to obtain, losing, or having revoked a security clearance that is required by the controlling governmental agency.
SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
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</tr>
</tbody>
</table>

0003 Off-Site Guard Services
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

  a. Guard Services (Estimated)
  b. Transportation (Estimated)

Total Estimated Cost for the Base Period

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
</table>
| 1001 | Detainee Services – 12 months
       (10/1/2008 – 9/30/2009) |     | 1 Month |            |             |
| 1001a| Detainee Services – 6 Months
       (10/1/2009 – 3/31/2010) |     | 1 Month |            |             |
| 1001b| Detainee Services – 6 Months
       (4/1/2010 – 9/30/2010) |     | 1 Month |            |             |
| 1001c| Detainee Services – 12 Months
       (10/1/2010 – 9/30/2011) |     | 1 Month |            |             |
| 1002 | Detention Services (Estimated) (per detainee)    |     |      |            |             |

1003 Off-Site Guard Services
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

  a. Guard Services (Estimated) 31,000
b. Transportation (Estimated)

Total Estimated Cost for Option Period One

OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, Para 1.4.1)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.)

<table>
<thead>
<tr>
<th>a. Transportation</th>
<th>Month</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Two

OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
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### OPTION PERIOD THREE: September 26, 2013 thru September 25, 2014

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<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3005</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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</tbody>
</table>

**Total Estimated Cost for Option Period Three**

### OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014

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<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
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<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>4005</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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</table>

**Total Estimated Cost for Option Period Four**
### OPTION PERIOD FIVE: September 26, 2014 thru September 25, 2015

<table>
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<th>Unit</th>
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<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]**

<table>
<thead>
<tr>
<th></th>
<th>Month</th>
<th>$1,500.00</th>
<th>$18,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td>Month</td>
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</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
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<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Detainee Wages</td>
<td>Month</td>
<td>$1,500.00</td>
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</tbody>
</table>

**Total Estimated Cost for Option Period Five**

### OPTION PERIOD SIX: September 26, 2015 thru September 25, 2016

<table>
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<th>Item</th>
<th>Description</th>
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<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]**
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>7001</td>
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<td>Month</td>
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<td>$18,000.00</td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>EA</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Seven

**OPTION PERIOD EIGHT: September 26, 2017 thru September 25, 2018**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>EA</td>
<td></td>
<td></td>
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</tbody>
</table>
### OPTION PERIOD EIGHT: 9003 Detention Services (Estimated) (per detainee)  
- Unit: EA  
- Cost: $18,000.00

### OPTION PERIOD NINE: September 26, 2018 thru September 25, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9001</td>
<td>Detained Services</td>
<td>1 Month</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>9002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>1 Month</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>9003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>1 Month</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
<td>1 Month</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.
## OPTION PERIOD TEN: September 26, 2019 thru September 25, 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1005</td>
<td>Detainee Wages</td>
<td></td>
<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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</tbody>
</table>

**Total Estimated Cost for Option Period Ten**

## OPTION PERIOD ELEVEN: September 26, 2020 thru September 25, 2021

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101</td>
<td>Detainee Services</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
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</tr>
<tr>
<td>1103</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Transportation Miles (Estimated)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard Services</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1105 Detainee Wages</td>
<td>1 Month</td>
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<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eleven**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
Supervisor.

This staffing change does not result in a cost to the Government.

Attachment 1: Revised Contract Staffing Pattern (2 pages)
Exempt Action: Y
All other terms and conditions remain unchanged and in full force and effect.
# Staff Deployment by Shift & Position

## Management/Support

<table>
<thead>
<tr>
<th>Post / Assignment</th>
<th>Code</th>
<th>1st Shift</th>
<th>2nd Shift</th>
<th>3rd Shift</th>
<th>Days Covered</th>
<th>PP Factor</th>
<th>Total Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warden</td>
<td>1016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst Warden</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager, Learning and Development</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Business Manager</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager, Human Resources</td>
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<td></td>
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<tr>
<td>Human Resources Assistant</td>
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<td></td>
<td></td>
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<tr>
<td>Manager, Quality Assurance</td>
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<td></td>
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</tr>
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<td>Administrative Clerk</td>
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</tr>
<tr>
<td>Secretary</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

## Security Operations

<table>
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<tr>
<th>Post / Assignment</th>
<th>Code</th>
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<th>2nd Shift</th>
<th>3rd Shift</th>
<th>Days Covered</th>
<th>PP Factor</th>
<th>Total Staff</th>
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</thead>
<tbody>
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<td>Asst Shift Supervisor</td>
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<td></td>
</tr>
<tr>
<td>Detention Officer</td>
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<td></td>
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<td></td>
</tr>
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<td>Intake/Release</td>
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<tr>
<td>Laundry</td>
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</tr>
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## Security/Housing

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<td>PR Factor</td>
<td>Relief Staff</td>
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*Positions hired under a contractual or fee basis for services rendered.*
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
2 AMENDMENT/MODIFICATION NO P00030
3 EFFECTIVE DATE See Block 16C
4 REQUISITION/PURCHASE REQ NO
5 PROJECT NO (if applicable) CODE
6 ISSUED BY ICE/DCR
7 ADMINISTERED BY (if other than item 6) CODE ICE/DCR
8 NAME AND ADDRESS OF CONTRACTOR (Line, street, county, State and ZIP Code)
   CORRECTIONS CORPORATION OF AMERICA
   10 BURTON HILLS BLVD
   NASHVILLE TN 372156105
9 AMENDMENT OF SOLICITATION NO
10 MODIFICATION OF CONTRACT/ORDER NO
   ODT-5-C-00107/
11 DATED (SEE ITEM 11)
   03/03/2010
12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d)
X THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.217-9 Option to Extend the Term of the Contract
D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 159734151
Field Office POC: 973-776-
DPAU POC: 973-392-
Contracting Officer, 202-732-
Contract Specialist, 202-732-

The purpose of this modification is to Exercise Option Period Five for the period of September 26, 2014 through September 25, 2015.
Exempt Action: Y
Period of Performance: 09/26/2014 to 09/25/2015
Continued...

Prepared by:
15C DATE SIGNED
10/22/14

STANDARD FORM 30 (REV 10-82)
Prescribed by: OSA
FAR (48 CFR) 53.243

Previous edition unavailable
All other terms and conditions remain unchanged and in full force and effect.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
   000031

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE
   06/03/2015

4. REQUISITION/PURCHASE REG. NO.
   8011 STREET, NW SUITE
   WASHINGTON DC 20536

5. PROJECT NO. (If applicable)
   ICE/Detention Compliance & Removals
   Immigration and Customs Enforcement
   Office of Acquisition Management
   801 I Street NW, Suite
   Washington DC 20536

6. ISSUED BY
   CODE
   ICE/DCR
   CORRECTIONS CORPORATION OF AMERICA
   10 BURTON HILLS BLVD
   NASHVILLE TN 372156105

7. ADMINISTERED BY (If other than item 5)
   CODE
   ICE/DCR

B. NAME AND ADDRESS OF CONTRACTOR (Post, street, city, state and zip code)

C. NAME AND ADDRESS OF CONTRACTOR (Post, street, city, state and zip code)

D. AMENDMENT OF SOLICITATION NO.

E. ESTABLISHED DATE (SEE ITEM 11)

X. MODIFICATION OF CONTRACT/ORDER NO.
   ODT-5-C-0010

F. DATED (SEE ITEM 13)
   03/03/2010

10. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

   The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
   is extended. [ ] is not extended

   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing
   items 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by
   separate letter or telegram which includes a reference to the solicitation and amendment numbers.

   FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT
   THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO
   THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF
   YOUR OFFER. IF BY VIRTUE OF THIS AMENDMENT YOU DESIRE TO
   CHANGE AN OFFER ALREADY SUBMITTED, SUCH CHANGE MAY BE
   MADE BY TELEGRAM OR LETTER, PROVIDED EACH TELEGRAM OR
   LETTER MAKES REFERENCE TO THE SOLICITATION AND THIS
   AMENDMENT, AND IS RECEIVED PRIOR TO THE OPENING HOUR AND
   DATE SPECIFIED.

   ACCOUNTING AND APPROPRIATION DATA (if required)

   See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/OFFERS, IT MODIFIES THE CONTRACT

   ORDER NO. AS DESCRIBED IN ITEM 14.

   CHECK ONE
   A. THIS CHANGEOVER ORDER IS ISSUED PURSUANT TO: [Specify authority] THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
   ORDER NO. IN ITEM 10A.

   B. THE ABOVE NUMBERED CONTRACT/OFFER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,
   appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100(3).

   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

   X. In accordance with ODT-5-C-0010

   E. IMPORTANT: Contractor [ ] is not. [ ] is required to sign this document and return copies to the issuing office.

   14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

   DUNS Number: 159734151
   Contracting Officer's Representative (COR): 973-776-
   Contracting Officer:
   Contract Specialist:

   The purpose of this modification is to incorporate the most recent PREA Standards. The Contractor shall comply with the requirements applicable to detention facilities contained in 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), as outlined in Attachment A.

   Continued...

   Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

   15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   15C. DATE SIGNED

   16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   18A. DATE SIGNED

   Previous edition unusable

   FAR (48 CFR) 52.243
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<th>QUANTITY (C)</th>
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<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<td>Period of Performance: 09/26/2014 to 09/25/2015</td>
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO: P00032
3. EFFECTIVE DATE: 08/24/2015
4. REQUISITION/PURCHASE REQ. NO.:
5. PROJECT NO. (if applicable):

6. ISSUED BY CODE: ICE/DCR
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 200 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR: (No., street, county, State and Zip Code)
CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified for receipt of Offers as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

X In accordance with ODT-5-C-0010

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR): [Redacted]
Contracting Officer: [Redacted]
Contract Specialist: [Redacted]

The purpose of this modification is to:

1. Update Section B - Supplies or Services. The attached Section B revises the start and end POP dates of the current option period and remaining option periods to coincide with monthly invoicing periods. Section B also revises pricing based on CCA's September 2014 Request for Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A [Redacted] President
15C DATE SIGNED: 8/27/15
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16C. DATE SIGNED: 8-27-15
18C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83) CERTIFIED COPY CERTIFIED COPY
FORM 307-13-00570 (REV. 10-83)
REVISED BY GSA
FAR (48 CFR) 52.247
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**ACCOUNTING AND APPROPRIATION DATA (If required)**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate telegram or letter which includes a reference to the solicitation and amendment numbers. Failure of your acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**CHECK ONE**

- A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the contract order no. in Item 10A.
- B. The above numbered contract/订单 is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b).
- C. This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority)
- X By Mutual Agreement of Both Parties

**E. IMPORTANT:** Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

**DUNS Number:** 159734151

**Contracting Officer's Representative (COR):** [Redacted]

**Contracting Officer:** [Redacted]

**Contract Specialist:** [Redacted]

**The purpose of this modification is to:**

1. Update Section B - Supplies or Services. The attached Section B incorporates CLINs 6006, 7006 8006, 9006, 1006, and 1106 to cover one-time and annual costs associated with arming the Elizabeth guards. The attached Section B also adds CLIN 7005 which was not shown in Continued ...

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

**16B. UNITED STATES OF AMERICA**

**16C. DATE SIGNED**

[Signature of Contracting Officer]

**STANDARD FORM 30 (REV 10-03)**

Prepared by GSA

FAR (48 CFR) 53.243

**SIGNATURE:** [Redacted]

**DATE:** 9/23/15

**PREVIOUS EDITION:** Unavailable

**EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS HEREBEFOR CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.**
modification POD032, but was included in the overall price. Section 8 also corrects and updates the "Total Estimated Costs For Base Period And All Options" amount.

2. Incorporate the attached PWS Addendum related to arming of Elizabeth guards. Work should be accomplished in accordance with the PWS and CCA's proposal dated August 22, 2012, December 11, 2013, July 2, 2015 and proposal update dated August 6, 2015.

CCA has estimated a preparation period of 6 to 9 months before beginning full performance of armed guard services. When CCA is prepared to begin full performance of armed guard services, Task Order #HSCEDW-15-00061 will be amended to add a new CLIN for the remainder of the 9/1/15-8/31/16 performance period to cover cost increases related to the amended Collective Bargaining Agreement between CCA of Tennessee, LLC, and the United Government Security Officers of America, Local 315 for armed guard services. CCA is allowed up to 12 months after the start of full performance of armed guard services to submit an RFA to cover cost increases related to the amended CBA for armed guard services.

All other terms and conditions remain unchanged and in full force and effect.

Exempt Action: Y
Period of Performance: 07/01/2015 to 08/31/2016
Performance Work Statement
P00033 Addendum - Guards

Employees shall not perform duties under this contract until they have successfully completed all [redacted] and the COTR receives written certification from the Contractor.

**Transportation Services**

The Contractor shall provide [redacted] officers to securely transport immigrant detainees in a timely manner on all transportation runs.

**General Training Requirements:**

All employees shall have the training described in American Correctional Association (ACA) and DHS Standards. [redacted] shall be in accordance with state licensing requirements. Contractor shall certify proficiency every quarter.

The Contractor shall provide for the required refresher courses. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
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</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<tr>
<td>0003</td>
<td>Off-Site Guard Svs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated)

b. Transportation (Estimated)

Total Estimated Cost for the Base Period

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months (10/1/2008 – 9/30/2009)</td>
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</tr>
<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months (10/1/2009 – 3/31/2010)</td>
<td></td>
<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>1001b</td>
<td>Detainee Services – 6 Months (4/1/2010 – 9/30/2010)</td>
<td></td>
<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months (10/1/2010 – 9/30/2011)</td>
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<td>1 Month</td>
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Total Item 1001

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</thead>
<tbody>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1003</td>
<td>Off-Site Guard Svs</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated)
**OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, para 1.4.1)</td>
<td>1 Month</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
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<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
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<td></td>
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<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a. | Transportation | Month | | | |
| b. | Transportation Miles (Estimated) | | | | |
| c. | Additional Guard Services | | | | |

**Total Estimated Cost for Option Period Two**

**OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td>1 Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Three

**OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014**

<table>
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<tr>
<th>Item</th>
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<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) <em>per detainee</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) <em>per detainee</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Four

**OPTION PERIOD FIVE: September 26, 2014 thru August 31, 2015**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) <em>per detainee</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------------</td>
<td>-----</td>
<td>--------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5005</td>
<td>Detainee Wages</td>
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<td>$1,500</td>
<td>$18,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Five**

---

**OPTION PERIOD SIX: September 01, 2015 thru August 31, 2016**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6005</td>
<td>Detainee Wages</td>
<td></td>
<td>$1,500</td>
<td>$18,000</td>
<td></td>
</tr>
<tr>
<td>6006</td>
<td>Guard Services – One Time Expenses</td>
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<td></td>
</tr>
</tbody>
</table>
### OPTION PERIOD SEVEN: September 01, 2016 thru August 31, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>7001</td>
<td>Detainee Services</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
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<tr>
<td>7003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a.   | Guard Services                                  | Month |               |            |             |
| b.   | Transportation Miles (Estimated)                |       |               |            |             |
| c.   | Additional Guard Services                        |       |               |            |             |

| 7005  | Detainee Wages                                  | 1    | Month         | $1,500     | $18,000     |

| 7006  | Guard Services – Annual Expenses                | Year |               |            |             |

**Total Estimated Cost for Option Period Seven**

### OPTION PERIOD EIGHT: September 01, 2017 thru August 31, 2018

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>8002</td>
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<tr>
<td>8003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
### Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>8006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eight**

### OPTION PERIOD NINE: September 01, 2018 thru August 31, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td>9001</td>
<td>Detainee Services</td>
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<td>Month</td>
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</tr>
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<td>9002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
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<tr>
<td>9005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>9006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
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</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

### TOTAL ESTIMATED COST FOR OPTION PERIOD NINE

### OPTION PERIOD TEN: September 01, 2019 thru August 31, 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
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<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
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<td>Total Price</td>
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<tr>
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<td>-------------------------------------------------------</td>
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<td>----------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>1003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>a. Guard Services</th>
<th>Month</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard Services</td>
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<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>1005 Detainee Wages</th>
<th>1 Month</th>
<th>$1,500</th>
<th>$18,000.00</th>
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</table>

<table>
<thead>
<tr>
<th>1006 Guard Services – Annual Expenses</th>
<th>Year</th>
<th></th>
</tr>
</thead>
</table>

**Total Estimated Cost for Option Period Ten**

**OPTION PERIOD ELEVEN: September 01, 2020 thru August 31, 2021**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101</td>
<td>Detainee Services</td>
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<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1103</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>a. Guard Services</th>
<th>Month</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1105 Detainee Wages</th>
<th>1 Month</th>
<th>$1,500</th>
<th>$18,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>1106 Guard Services – Annual Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eleven**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.  P00034
3. EFFECTIVE DATE  09/01/2015
4. REQUISITION/PURCHASE REQ. NO. 
5. PROJECT NO. (If applicable) 
6. ISSUED BY  ICE/DCR
7. ADMINISTERED BY (If other than item 6)  ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite  
WASHINGTON DC 20536 

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9A. AMENDMENT OF SOLICITATION NO.
10A. MODIFICATION OF CONTRACT/ORDER NO.  ODT-5-C-00107
10B. DATED (SEE ITEM 11)  03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.
FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or telegram, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PERSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pay schedule, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PERSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority):

X. By Mutual Agreement of Both Parties

E. IMPORTANT: Contractor is not, I X is required to sign this document and return copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by COR section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 159734151
Contracting Officer's Representative (COR): 9/3-776-202
Contracting Officer: 202-732-302
Contract Specialist: 202-732-301

The purpose of this modification is:

1. Incorporate Collective Bargaining Agreement Addendum dated 11 September 2015 between CCA of Tennessee, LLC and UGSOA International Union along with UGSOA Local 315.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16C. DATE SIGNED

Previous edition unusable
The original USGSA CBA (dated 7/19/2013) was incorporated into ODT-5-C-0010 via modification P00028 and was assigned DOL number 2013-0122 Rev. 1.

DOL has updated their Online Wage Determination system with a new numbering system.

The USGSA CBA Addendum incorporated by this modification, is assigned DOL number CBA-2015-8236 Rev. 1, dated 12/8/2015.

The full addendum language is also incorporated and is attached to this modification, as directed by DOL.

Note: CBA-2015-8236 Rev. 0 contained an error and is not incorporated. Rev. 1 corrects the error.

2. Provide the following clarification:


In accordance with Article 17 of WD# 2013-0122, Rev. 1 and effective the first full pay period after September 25, 2014, bargaining unit employees covered by the referenced collective bargaining agreement shall receive a minimum hourly wage rate of [redacted] for Detention Officers and [redacted] for Senior Detention Officers.

In accordance with WD# 2013-0122, Rev. 1 and effective the first full pay period after September 1, 2015, bargaining unit employees covered by the referenced collective bargaining agreement shall receive a minimum hourly wage rate of [redacted] for Detention Officers and [redacted] for Senior Detention Officers.

3. Incorporate attached updated DOL Wage Determinations:

Continued ...
and
2005-2353 Rev. 16, Dated 7/08/2015, Effective 9/01/2015

All other terms and conditions remain unchanged and in full force and effect.

Attached:
- CBA-2015-8236 Rev. 1
- CBA-2015-8236 Rev. 1 Full Addendum Language
- 2005-2353 Rev. 16, Dated 7/08/2015

Exempt Action: Y

Period of Performance: 07/01/2005 to 08/31/2016
REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary | WAGE AND HOUR DIVISION
of Labor | WASHINGTON D.C. 20210

| Wage Determination No.: CBA-2015-8236
Director | Division of | Revision No.: 1
Wage Determinations | Date Of Last Revision: 12/8/2015

State: New Jersey
Area: Union

Employed on Immigration and Customs Enforcement contract for Detention Services.


In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
Addendum to the Collective Bargaining Agreement

Whereas, CCA of Tennessee, LLC (hereinafter referred to as “the Company”) and UGSOA International Union along with UGSOA Local 315 (hereinafter referred to as “the Union”) entered into this Addendum to the Collective Bargaining Agreement effective March 26, 2013,

Whereas, the Union has been certified by the National Labor Relations Board (Case No 22-RC-072002 & 22-RC-072290) as the collective bargaining agent for the detention officers employed by and performing "guard" duties at the Company's Elizabeth Detention Center at 625 Evans Street, Elizabeth, New Jersey, and, in that capacity, has negotiated and entered into a collective bargaining agreement with the Company (March 26, 2013 – September 24, 2016)("collective bargaining agreement"), and

Whereas, the Company and the Union wish to enter into this written Addendum to adjust or modify certain terms and conditions set out in the aforementioned collective bargaining agreement.

Now therefore, it is hereby agreed to amend the collective bargaining agreement this 11th day of September 2015, as follows:

Article 1. Section 1 – modify the current recognition clause to read: "unarmed and armed detention officers..."

Article 8. Section 5 – Armed transport duties may be assigned. Those wishing to perform such duties must meet the minimum qualifications established, pass all required training, and obtain and maintain all needed licenses/permits. The most senior qualified officers, with due consideration being given to respective qualifications, work record, disciplinary history, and experience, will be selected from those expressing an interest in being qualified to work in open armed transport officer post. The Company will pay all costs associated with training and licenses/permits needed to be qualified to perform the armed transport duties.

Article 17. Section 1b (new) - Officers qualified to perform and assigned and designated as available for armed transport duties shall receive an additional $0.75 per hour on top of their respective base rate of pay for all hours paid, effective upon the start of the Company starting armed transports and going forward for as long as the officer remains qualified to perform and assigned and designated as available for armed transport duties.

For: UGSOA International Union

[Signature]

Date 9.24.15

Title

For: CCA of Tennessee, LLC

[Signature]

Date 9.22.15

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

<table>
<thead>
<tr>
<th>OCCUPATION CODE</th>
<th>TITLE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01000</td>
<td>Administrative Support And Clerical Occupations</td>
<td></td>
</tr>
<tr>
<td>01011</td>
<td>Accounting Clerk I</td>
<td>15.11</td>
</tr>
<tr>
<td>01012</td>
<td>Accounting Clerk II</td>
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<td>01040</td>
<td>Court Reporter</td>
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<td>01051</td>
<td>Data Entry Operator I</td>
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<td>01052</td>
<td>Data Entry Operator II</td>
<td>16.05</td>
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<tr>
<td>01060</td>
<td>Dispatcher, Motor Vehicle</td>
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<td>01070</td>
<td>Document Preparation Clerk</td>
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<td>01090</td>
<td>Duplicating Machine Operator</td>
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<tr>
<td>01111</td>
<td>General Clerk I</td>
<td>14.82</td>
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<td>01112</td>
<td>General Clerk II</td>
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<td>01113</td>
<td>General Clerk III</td>
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<td>01120</td>
<td>Housing Referral Assistant</td>
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<td>01141</td>
<td>Messenger Courier</td>
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</table>

State: New Jersey
Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union
01191 - Order Clerk I
16.49
01192 - Order Clerk II
21.31
01261 - Personnel Assistant (Employment) I
18.96
01262 - Personnel Assistant (Employment) II
21.22
01263 - Personnel Assistant (Employment) III
23.66
01270 - Production Control Clerk
23.51
01280 - Receptionist
15.67
01290 - Rental Clerk
18.04
01300 - Scheduler, Maintenance
21.57
01311 - Secretary I
21.57
01312 - Secretary II
24.82
01313 - Secretary III
26.92
01320 - Service Order Dispatcher
20.50
01410 - Supply Technician
30.93
01420 - Survey Worker
21.64
01531 - Travel Clerk I
15.98
01532 - Travel Clerk II
17.31
01533 - Travel Clerk III
18.79
01611 - Word Processor I
17.62
01612 - Word Processor II
19.79
01613 - Word Processor III
22.13
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
28.43
05010 - Automotive Electrician
28.50
05040 - Automotive Glass Installer
27.31
05070 - Automotive Worker
27.31
05110 - Mobile Equipment Servicer
24.42
05130 - Motor Equipment Metal Mechanic
29.68
05160 - Motor Equipment Metal Worker
27.31
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<tr>
<th>Code</th>
<th>Occupation</th>
<th>Hour Rate</th>
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<tbody>
<tr>
<td>05190</td>
<td>Motor Vehicle Mechanic</td>
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<td>05220</td>
<td>Motor Vehicle Mechanic Helper</td>
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<td>05250</td>
<td>Motor Vehicle Upholstery Worker</td>
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<td>05280</td>
<td>Motor Vehicle Wrecker</td>
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<td>05310</td>
<td>Painter, Automotive</td>
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<td>05340</td>
<td>Radiator Repair Specialist</td>
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<td>05370</td>
<td>Tire Repairer</td>
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<td>05400</td>
<td>Transmission Repair Specialist</td>
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<td>07000</td>
<td>Food Preparation And Service Occupations</td>
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<tr>
<td>07010</td>
<td>Baker</td>
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<tr>
<td>07041</td>
<td>Cook I</td>
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<td>07042</td>
<td>Cook II</td>
<td>15.07</td>
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<td>07070</td>
<td>Dishwasher</td>
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<td>Food Service Worker</td>
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<td>07210</td>
<td>Meat Cutter</td>
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<td>07260</td>
<td>Waiter/Waitress</td>
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<td>09000</td>
<td>Furniture Maintenance And Repair Occupations</td>
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<tr>
<td>09010</td>
<td>Electrostatic Spray Painter</td>
<td>22.00</td>
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<td>09040</td>
<td>Furniture Handler</td>
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<td>09080</td>
<td>Furniture Refinisher</td>
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<td>09090</td>
<td>Furniture Refinisher Helper</td>
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<tr>
<td>09110</td>
<td>Furniture Repairer, Minor</td>
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<tr>
<td>09130</td>
<td>Upholsterer</td>
<td>22.00</td>
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<tr>
<td>11000</td>
<td>General Services And Support Occupations</td>
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<td>11030</td>
<td>Cleaner, Vehicles</td>
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<td>11060</td>
<td>Elevator Operator</td>
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<td>11090</td>
<td>Gardener</td>
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<tr>
<td>11122</td>
<td>Housekeeping Aide</td>
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<td>11150</td>
<td>Janitor</td>
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<tr>
<td>11210</td>
<td>Laborer, Grounds Maintenance</td>
<td>15.89</td>
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</table>
11240 - Maid or Houseman
13.34
11260 - Pruner
14.75
11270 - Tractor Operator
19.39
11330 - Trail Maintenance Worker
15.89
11360 - Window Cleaner
16.86
12000 - Health Occupations
12010 - Ambulance Driver
22.53
12011 - Breath Alcohol Technician
22.61
12012 - Certified Occupational Therapist Assistant
24.12
12015 - Certified Physical Therapist Assistant
22.28
12020 - Dental Assistant
16.75
12025 - Dental Hygienist
35.31
12030 - EKG Technician
28.65
12035 - Electroneurodiagnostic Technologist
28.65
12040 - Emergency Medical Technician
22.53
12071 - Licensed Practical Nurse I
20.52
12072 - Licensed Practical Nurse II
24.34
12073 - Licensed Practical Nurse III
24.48
12100 - Medical Assistant
16.66
12130 - Medical Laboratory Technician
20.63
12160 - Medical Record Clerk
18.00
12190 - Medical Record Technician
20.55
12195 - Medical Transcriptionist
19.09
12210 - Nuclear Medicine Technologist
36.93
12221 - Nursing Assistant I
12.37
12222 - Nursing Assistant II
13.91
12223 - Nursing Assistant III
15.82
12224 - Nursing Assistant IV
16.79
12235 - Optical Dispenser
24.64
12236 - Optical Technician
16.64
12250 - Pharmacy Technician
14.58
12280 - Phlebotomist
16.79
12305 - Radiologic Technologist
28.08
12311 - Registered Nurse I
32.76
12312 - Registered Nurse II
38.41
12313 - Registered Nurse II, Specialist
38.41
12314 - Registered Nurse III
49.39
12315 - Registered Nurse III, Anesthetist
49.39
12316 - Registered Nurse IV
59.22
12317 - Scheduler (Drug and Alcohol Testing)
26.17
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
27.03
13012 - Exhibits Specialist II
33.49
13013 - Exhibits Specialist III
40.95
13041 - Illustrator I
26.51
13042 - Illustrator II
33.23
13043 - Illustrator III
40.60
13047 - Librarian
36.42
13050 - Library Aide/Clerk
15.79
13054 - Library Information Technology Systems
32.65
Administrator
13058 - Library Technician
25.62
13061 - Media Specialist I
23.57
13062 - Media Specialist II
26.35
13063 - Media Specialist III
29.39
13071 - Photographer I
21.29
13072 - Photographer II
24.10
13073 - Photographer III
32.88
13074 - Photographer IV
41.88
13075 - Photographer V
50.02
13110 - Video Teleconference Technician
24.33
14000 - Information Technology Occupations
14041 - Computer Operator I
19.00
14042 - Computer Operator II
21.26
14043 - Computer Operator III
23.71
14044 - Computer Operator IV
26.35
14045 - Computer Operator V
29.17
14071 - Computer Programmer I
27.56
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
19.00
14160 - Personal Computer Support Technician
26.35
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
39.54
15020 - Aircrew Training Devices Instructor (Rated)
43.75
15030 - Air Crew Training Devices Instructor (Pilot)
52.46
15050 - Computer Based Training Specialist / Instructor
39.54
15060 - Educational Technologist
35.73
15070 - Flight Instructor (Pilot)
52.46
15080 - Graphic Artist
31.85
15090 - Technical Instructor
30.07
15095 - Technical Instructor/Course Developer
36.67
15110 - Test Proctor
23.24
15120 - Tutor
23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
11.62
16030 - Counter Attendant
11.62
16040 - Dry Cleaner
14.30
16070 - Finisher, Flatwork, Machine
11.62
16090 - Presser, Hand
11.62
16110 - Presser, Machine, Drycleaning
11.62
16130 - Presser, Machine, Shirts
11.62
16160 - Presser, Machine, Wearing Apparel, Laundry
11.62
16190 - Sewing Machine Operator
15.19
16220 - Tailor
16.04
16250 - Washer, Machine
12.60
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
20.89
19040 - Tool And Die Maker
30.07
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
17.28
21030 - Material Coordinator
23.51
21040 - Material Expediter
23.51
21050 - Material Handling Laborer
13.57
21071 - Order Filler
14.92
21080 - Production Line Worker (Food Processing)
17.28
21110 - Shipping Packer
15.28
21130 - Shipping/Receiving Clerk
15.28
21140 - Store Worker I
15.06
21150 - Stock Clerk
18.88
21210 - Tools And Parts Attendant
18.10
21410 - Warehouse Specialist
18.10
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
29.79
23021 - Aircraft Mechanic I
27.11
23022 - Aircraft Mechanic II
29.58
23023 - Aircraft Mechanic III
30.66
23040 - Aircraft Mechanic Helper
22.98
23050 - Aircraft, Painter
26.03
23060 - Aircraft Servicer
24.93
23080 - Aircraft Worker
26.07
23110 - Appliance Mechanic
23.37
23120 - Bicycle Repairer
17.92
23125 - Cable Splicer
36.53
23130 - Carpenter, Maintenance
29.89
23140 - Carpet Layer
27.98
23160 - Electrician, Maintenance
37.18
23181 - Electronics Technician Maintenance I
24.19
23182 - Electronics Technician Maintenance II
25.36
23183 - Electronics Technician Maintenance III
26.40
23260 - Fabric Worker
28.00
23290 - Fire Alarm System Mechanic
23.94
23310 - Fire Extinguisher Repairer
22.51
23311 - Fuel Distribution System Mechanic
29.00
23312 - Fuel Distribution System Operator
26.13
23370 - General Maintenance Worker
23.69
23380 - Ground Support Equipment Mechanic
27.11
23381 - Ground Support Equipment Servicer
24.93
23382 - Ground Support Equipment Worker
26.07
23391 - Gunsmith I
22.51
23392 - Gunsmith II
25.12
23393 - Gunsmith III
27.25
23410 - Heating, Ventilation And Air-Conditioning
26.97
Mechanic
23411 - Heating, Ventilation And Air Conditioning
28.93
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
26.10
23440 - Heavy Equipment Operator
34.30
23460 - Instrument Mechanic
30.35
23465 - Laboratory/Shelter Mechanic
26.21
23470 - Laborer
13.74
23510 - Locksmith
20.95
23530 - Machinery Maintenance Mechanic
23.76
23550 - Machinist, Maintenance
19.79
23580 - Maintenance Trades Helper
15.09
23591 - Metrology Technician I
30.35
23592 - Metrology Technician II
31.54
23593 - Metrology Technician III
32.68
23640 - Millwright
30.87
23710 - Office Appliance Repairer
22.91
23760 - Painter, Maintenance
26.50
23790 - Pipefitter, Maintenance
31.12
23810 - Plumber, Maintenance
31.90
23820 - Pneumatic Systems Mechanic
27.25
23850 - Rigger
25.59
23870 - Scale Mechanic
25.12
23890 - Sheet-Metal Worker, Maintenance
29.46
23910 - Small Engine Mechanic
20.07
23931 - Telecommunications Mechanic I
30.91
23932 - Telecommunications Mechanic II
32.20
23950 - Telephone Lineman
32.90
23960 - Welder, Combination, Maintenance
22.17
23965 - Well Driller
25.11
23970 - Woodcraft Worker
27.25
23980 - Woodworker
20.41
24000 - Personal Needs Occupations
  24570 - Child Care Attendant
13.05
  24580 - Child Care Center Clerk
16.41
  24610 - Chore Aide
10.32
  24620 - Family Readiness And Support Services
14.59
  Coordinator
    24630 - Homemaker
20.13
25000 - Plant And System Operations Occupations
  25010 - Boiler Tender
29.03
  25040 - Sewage Plant Operator
25.19
  25070 - Stationary Engineer
29.03
  25190 - Ventilation Equipment Tender
23.71
  25210 - Water Treatment Plant Operator
25.36
27000 - Protective Service Occupations
  27004 - Alarm Monitor
19.12
  27007 - Baggage Inspector
17.98
  27008 - Corrections Officer
30.97
  27010 - Court Security Officer
30.66
  27030 - Detection Dog Handler
20.36
  27040 - Detention Officer
30.97
  27070 - Firefighter
31.42
  27101 - Guard I
17.98
  27102 - Guard II
20.36
  27131 - Police Officer I
32.37
  27132 - Police Officer II
35.94
28000 - Recreation Occupations
  28041 - Carnival Equipment Operator
13.27
  28042 - Carnival Equipment Repairer
13.85
  28043 - Carnival Equipment Worker
10.96
  28210 - Gate Attendant/Gate Tender
16.49
28310 - Lifeguard
13.40
28350 - Park Attendant (Aide)
18.46
28510 - Recreation Aide/Health Facility Attendant
18.95
28515 - Recreation Specialist
22.88
28630 - Sports Official
14.69
28690 - Swimming Pool Operator
20.05
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
29.08
29020 - Hatch Tender
29.08
29030 - Line Handler
29.08
29041 - Stevedore I
27.56
29042 - Stevedore II
32.96
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
27.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
30.63
30021 - Archeological Technician I
19.69
30022 - Archeological Technician II
22.02
30023 - Archeological Technician III
27.27
30030 - Cartographic Technician
27.27
30040 - Civil Engineering Technician
25.21
30061 - Drafter/CAD Operator I
19.69
30062 - Drafter/CAD Operator II
22.02
30063 - Drafter/CAD Operator III
24.55
30064 - Drafter/CAD Operator IV
30.20
30081 - Engineering Technician I
19.98
30082 - Engineering Technician II
22.47
30083 - Engineering Technician III
25.28
30084 - Engineering Technician IV
31.22
30085 - Engineering Technician V
38.08
30086 - Engineering Technician VI
46.20
30090 - Environmental Technician
21.65
30210 - Laboratory Technician
21.37
30240 - Mathematical Technician
27.04
30361 - Paralegal/Legal Assistant I
23.36
30362 - Paralegal/Legal Assistant II
28.94
30363 - Paralegal/Legal Assistant III
35.39
30364 - Paralegal/Legal Assistant IV
42.84
30390 - Photo-Optics Technician
27.27
30461 - Technical Writer I
26.41
30462 - Technical Writer II
32.29
30463 - Technical Writer III
39.16
30491 - Unexploded Ordnance (UXO) Technician I
25.63
30492 - Unexploded Ordnance (UXO) Technician II
31.02
30493 - Unexploded Ordnance (UXO) Technician III
37.18
30494 - Unexploded (UXO) Safety Escort
25.63
30495 - Unexploded (UXO) Sweep Personnel
25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)
24.55
Surface Programs
30621 - Weather Observer, Senior (see 2)
27.27
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
16.40
31030 - Bus Driver
21.88
31043 - Driver Courier
18.39
31260 - Parking and Lot Attendant
10.05
31290 - Shuttle Bus Driver
17.81
31310 - Taxi Driver
13.23
31361 - Truckdriver, Light
19.53
31362 - Truckdriver, Medium
20.63
31363 - Truckdriver, Heavy
24.52
31364 - Truckdriver, Tractor-Trailer
24.52
99000 - Miscellaneous Occupations
99030 - Cashier
10.53
99050 - Desk Clerk
13.34
99095 - Embalmer
30.19
99251 - Laboratory Animal Caretaker I
12.33
99252 - Laboratory Animal Caretaker II
13.11
99310 - Mortician
34.82
99410 - Pest Controller
17.08
99510 - Photofinishing Worker
16.23
99710 - Recycling Laborer
19.78
99711 - Recycling Specialist
22.59
99730 - Refuse Collector
18.36
99810 - Sales Clerk
14.70
99820 - School Crossing Guard
14.08
99830 - Survey Party Chief
22.53
99831 - Surveying Aide
16.33
99832 - Surveying Technician
20.42
99840 - Vending Machine Attendant
19.31
99841 - Vending Machine Repairer
22.06
99842 - Vending Machine Repairer Helper
19.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.02 per hour or $160.80 per week or $696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or
successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 PARENTHESSES 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, dyeing, 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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

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. Such conforming classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.
Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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.

State: New Jersey
Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

**Fringe Benefits Required Follow the Occupational Listing**

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<tr>
<th>OCCUPATION CODE</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>01000</td>
<td>Administrative Support And Clerical Occupations</td>
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<tr>
<td>01011</td>
<td>Accounting Clerk I</td>
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<td>Accounting Clerk II</td>
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<td>Data Entry Operator I</td>
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<td>01052</td>
<td>Data Entry Operator II</td>
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<td>01060</td>
<td>Dispatcher, Motor Vehicle</td>
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<tr>
<td>01070</td>
<td>Document Preparation Clerk</td>
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<tr>
<td>01090</td>
<td>Duplicating Machine Operator</td>
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FOOTNOTE

Wage Determination No.: 2005-2353
Revision No.: 16
Date Of Revision: 07/08/2015
01111 - General Clerk I
14.82
01112 - General Clerk II
17.49
01113 - General Clerk III
19.01
01120 - Housing Referral Assistant
26.92
01141 - Messenger Courier
12.87
01191 - Order Clerk I
16.49
01192 - Order Clerk II
21.31
01261 - Personnel Assistant (Employment) I
18.96
01262 - Personnel Assistant (Employment) II
21.22
01263 - Personnel Assistant (Employment) III
23.66
01270 - Production Control Clerk
23.51
01280 - Receptionist
15.67
01290 - Rental Clerk
18.04
01300 - Scheduler, Maintenance
21.57
01311 - Secretary I
21.57
01312 - Secretary II
24.82
01313 - Secretary III
26.92
01320 - Service Order Dispatcher
20.50
01410 - Supply Technician
30.93
01420 - Survey Worker
21.64
01531 - Travel Clerk I
15.98
01532 - Travel Clerk II
17.31
01533 - Travel Clerk III
18.79
01611 - Word Processor I
17.62
01612 - Word Processor II
19.79
01613 - Word Processor III
22.13
05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass
28.43
05010 - Automotive Electrician
28.50
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<thead>
<tr>
<th>Code</th>
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<tbody>
<tr>
<td>05040</td>
<td>Automotive Glass Installer</td>
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<td>Mobile Equipment Servicer</td>
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<td>Motor Equipment Metal Mechanic</td>
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<td>05160</td>
<td>Motor Equipment Metal Worker</td>
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<td>05190</td>
<td>Motor Vehicle Mechanic</td>
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<td>05220</td>
<td>Motor Vehicle Mechanic Helper</td>
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<td>05250</td>
<td>Motor Vehicle Upholstery Worker</td>
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<td>05280</td>
<td>Motor Vehicle Wrecker</td>
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<td>05310</td>
<td>Painter, Automotive</td>
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<td>05340</td>
<td>Radiator Repair Specialist</td>
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<td>05370</td>
<td>Tire Repairer</td>
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<td>05400</td>
<td>Transmission Repair Specialist</td>
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<td>07000</td>
<td>Food Preparation And Service Occupations</td>
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<td>07041</td>
<td>Cook I</td>
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<td>07070</td>
<td>Dishwasher</td>
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<td>07130</td>
<td>Food Service Worker</td>
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<tr>
<td>07210</td>
<td>Meat Cutter</td>
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<td>07260</td>
<td>Waiter/Waitress</td>
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<tr>
<td>09000</td>
<td>Furniture Maintenance And Repair Occupations</td>
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<td>09010</td>
<td>Electrostatic Spray Painter</td>
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<td>09040</td>
<td>Furniture Handler</td>
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<td>09080</td>
<td>Furniture Refinisher</td>
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<td>09090</td>
<td>Furniture Refinisher Helper</td>
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<tr>
<td>09110</td>
<td>Furniture Repairer, Minor</td>
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<tr>
<td>09130</td>
<td>Upholsterer</td>
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<tr>
<td>11000</td>
<td>General Services And Support Occupations</td>
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<tr>
<td>11030</td>
<td>Cleaner, Vehicles</td>
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</table>
11060 - Elevator Operator
12.85
11090 - Gardener
19.39
11122 - Housekeeping Aide
15.70
11150 - Janitor
15.70
11210 - Laborer, Grounds Maintenance
15.89
11240 - Maid or Houseman
13.34
11260 - Pruner
14.75
11270 - Tractor Operator
19.39
11330 - Trail Maintenance Worker
15.89
11360 - Window Cleaner
16.86
12000 - Health Occupations
12010 - Ambulance Driver
22.53
12011 - Breath Alcohol Technician
22.61
12012 - Certified Occupational Therapist Assistant
24.12
12015 - Certified Physical Therapist Assistant
22.28
12020 - Dental Assistant
16.75
12025 - Dental Hygienist
35.31
12030 - EKG Technician
28.65
12035 - Electroneurodiagnostic Technologist
28.65
12040 - Emergency Medical Technician
22.53
12071 - Licensed Practical Nurse I
20.52
12072 - Licensed Practical Nurse II
24.34
12073 - Licensed Practical Nurse III
24.48
12100 - Medical Assistant
16.66
12130 - Medical Laboratory Technician
20.63
12160 - Medical Record Clerk
18.00
12190 - Medical Record Technician
20.55
12195 - Medical Transcriptionist
19.09
12210 - Nuclear Medicine Technologist
36.93
12221 - Nursing Assistant I
12.37
12222 - Nursing Assistant II
13.91
12223 - Nursing Assistant III
15.82
12224 - Nursing Assistant IV
16.79
12235 - Optical Dispenser
24.64
12236 - Optical Technician
16.64
12250 - Pharmacy Technician
14.58
12280 - Phlebotomist
16.79
12305 - Radiologic Technologist
28.08
12311 - Registered Nurse I
32.76
12312 - Registered Nurse II
38.41
12313 - Registered Nurse II, Specialist
38.41
12314 - Registered Nurse III
49.39
12315 - Registered Nurse III, Anesthetist
49.39
12316 - Registered Nurse IV
59.22
12317 - Scheduler (Drug and Alcohol Testing)
26.17
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
27.03
13012 - Exhibits Specialist II
33.49
13013 - Exhibits Specialist III
40.95
13041 - Illustrator I
26.61
13042 - Illustrator II
33.23
13043 - Illustrator III
40.60
13047 - Librarian
36.42
13050 - Library Aide/Clerk
15.79
13054 - Library Information Technology Systems
32.65
Administrator
13058 - Library Technician
25.62
13061 - Media Specialist I
23.57
13062 - Media Specialist II
26.35
13063 - Media Specialist III
29.39
13071 - Photographer I
21.29
13072 - Photographer II
24.10
13073 - Photographer III
32.88
13074 - Photographer IV
41.88
13075 - Photographer V
50.02
13110 - Video Teleconference Technician
24.33
14000 - Information Technology Occupations
14041 - Computer Operator I
19.00
14042 - Computer Operator II
21.26
14043 - Computer Operator III
23.71
14044 - Computer Operator IV
26.35
14045 - Computer Operator V
29.17
14071 - Computer Programmer I  (see 1)
27.56
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
19.00
14160 - Personal Computer Support Technician
26.35
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
39.54
15020 - Aircrew Training Devices Instructor (Rated)
43.75
15030 - Air Crew Training Devices Instructor (Pilot)
52.46
15050 - Computer Based Training Specialist / Instructor
39.54
15060 - Educational Technologist
35.73
15070 - Flight Instructor (Pilot)
52.46
15080 - Graphic Artist
31.85
15090 - Technical Instructor
30.07
15095 - Technical Instructor/Course Developer
36.67
15110 - Test Proctor
23.24
15120 - Tutor
23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
11.62
16030 - Counter Attendant
11.62
16040 - Dry Cleaner
14.30
16070 - Finisher, Flatwork, Machine
11.62
16090 - Presser, Hand
11.62
16110 - Presser, Machine, Drycleaning
11.62
16130 - Presser, Machine, Shirts
11.62
16160 - Presser, Machine, Wearing Apparel, Laundry
11.62
16190 - Sewing Machine Operator
15.19
16220 - Tailor
16.04
16250 - Washer, Machine
12.60
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
20.89
19040 - Tool And Die Maker
30.07
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
17.28
21030 - Material Coordinator
23.51
21040 - Material Expediter
23.51
21050 - Material Handling Laborer
13.57
21070 - Order Filler
14.92
21080 - Production Line Worker (Food Processing)
17.28
21110 - Shipping Packer
15.28
21130 - Shipping/Receiving Clerk
15.28
21140 - Store Worker I
15.06
21150 - Stock Clerk
18.88
21210 - Tools And Parts Attendant
18.10
21410 - Warehouse Specialist
29.79
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
27.11
23021 - Aircraft Mechanic I
29.58
23022 - Aircraft Mechanic II
30.66
23023 - Aircraft Mechanic III
22.98
23040 - Aircraft Mechanic Helper
23050 - Aircraft, Painter
26.03
23060 - Aircraft Servicer
24.93
23080 - Aircraft Worker
26.07
23110 - Appliance Mechanic
23.37
23120 - Bicycle Repairer
17.92
23125 - Cable Splicer
36.53
23130 - Carpenter, Maintenance
29.89
23140 - Carpet Layer
27.98
23160 - Electrician, Maintenance
37.18
23181 - Electronics Technician Maintenance I
24.19
23182 - Electronics Technician Maintenance II
25.36
23183 - Electronics Technician Maintenance III
26.40
23260 - Fabric Worker
28.00
23290 - Fire Alarm System Mechanic
23.94
23310 - Fire Extinguisher Repairer
22.51
23311 - Fuel Distribution System Mechanic
29.00
23312 - Fuel Distribution System Operator
26.13
23370 - General Maintenance Worker
23.69
23380 - Ground Support Equipment Mechanic
27.11
23381 - Ground Support Equipment Servicer
24.93
23382 - Ground Support Equipment Worker
26.07
23391 - Gunsmith I
22.51
23392 - Gunsmith II
25.12
23393 - Gunsmith III
27.25
23410 - Heating, Ventilation And Air-Conditioning
26.97
Mechanic
23411 - Heating, Ventilation And Air Conditioning
28.93
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
26.10
23440 - Heavy Equipment Operator
34.30
23460 - Instrument Mechanic
30.35
23465 - Laboratory/Shelter Mechanic
26.21
23470 - Laborer
13.74
23510 - Locksmith
20.95
23530 - Machinery Maintenance Mechanic
23.76
23550 - Machinist, Maintenance
19.79
23580 - Maintenance Trades Helper
15.09
23591 - Metrology Technician I
30.35
23592 - Metrology Technician II
31.54
23593 - Metrology Technician III
32.68
23640 - Millwright
30.87
23710 - Office Appliance Repairer
22.91
23760 - Painter, Maintenance
26.50
23790 - Pipefitter, Maintenance
31.12
23810 - Plumber, Maintenance
31.90
23820 - Pneumatic Systems Mechanic
27.25
23850 - Rigger
25.59
23870 - Scale Mechanic
25.12
23890 - Sheet-Metal Worker, Maintenance
29.46
23910 - Small Engine Mechanic
20.07
23931 - Telecommunications Mechanic I
30.91
23932 - Telecommunications Mechanic II
32.20
23950 - Telephone Lineman
32.90
23960 - Welder, Combination, Maintenance
22.17
23965 - Well Driller
25.11
23970 - Woodcraft Worker
27.25
23980 - Woodworker
20.41
24000 - Personal Needs Occupations
24570 - Child Care Attendant
13.05
24580 - Child Care Center Clerk
16.41
24610 - Chore Aide
10.32
24620 - Family Readiness And Support Services
14.59
Coordinator
24630 - Homemaker
20.13
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
29.03
25040 - Sewage Plant Operator
25.19
25070 - Stationary Engineer
29.03
25190 - Ventilation Equipment Tender
23.71
25210 - Water Treatment Plant Operator
25.36
27000 - Protective Service Occupations
27004 - Alarm Monitor
19.12
27007 - Baggage Inspector
17.98
27008 - Corrections Officer
30.97
27010 - Court Security Officer
30.66
27030 - Detection Dog Handler
20.36
27040 - Detention Officer
30.97
27070 - Firefighter
31.42
27101 - Guard I
17.98
27102 - Guard II
20.36
27131 - Police Officer I
32.37
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30064 - Drafter/CAD Operator IV
30.20
  30081 - Engineering Technician I
19.98
  30082 - Engineering Technician II
22.47
  30083 - Engineering Technician III
25.28
  30084 - Engineering Technician IV
31.22
  30085 - Engineering Technician V
38.08
  30086 - Engineering Technician VI
46.20
  30090 - Environmental Technician
21.65
  30210 - Laboratory Technician
21.37
  30240 - Mathematical Technician
27.04
  30361 - Paralegal/Legal Assistant I
23.36
  30362 - Paralegal/Legal Assistant II
28.94
  30363 - Paralegal/Legal Assistant III
35.39
  30364 - Paralegal/Legal Assistant IV
42.84
  30390 - Photo-Optics Technician
27.27
  30461 - Technical Writer I
26.41
  30462 - Technical Writer II
32.29
  30463 - Technical Writer III
39.16
  30491 - Unexploded Ordnance (UXO) Technician I
25.63
  30492 - Unexploded Ordnance (UXO) Technician II
31.02
  30493 - Unexploded Ordnance (UXO) Technician III
37.18
  30494 - Unexploded (UXO) Safety Escort
25.63
  30495 - Unexploded (UXO) Sweep Personnel
25.63
  30620 - Weather Observer, Combined Upper Air Or (see 2)
24.55
  Surface Programs
  30621 - Weather Observer, Senior (see 2)
27.27
  31000 - Transportation/Mobile Equipment Operation Occupations
  31020 - Bus Aide
16.40
  31030 - Bus Driver
21.88
31043 - Driver Courier
18.39
31260 - Parking and Lot Attendant
10.05
31290 - Shuttle Bus Driver
17.81
31310 - Taxi Driver
13.23
31361 - Truckdriver, Light
19.53
31362 - Truckdriver, Medium
20.63
31363 - Truckdriver, Heavy
24.52
31364 - Truckdriver, Tractor-Trailer
24.52
99000 - Miscellaneous Occupations
99030 - Cashier
10.53
99050 - Desk Clerk
13.34
99095 - Embalmer
30.19
99251 - Laboratory Animal Caretaker I
12.33
99252 - Laboratory Animal Caretaker II
13.11
99310 - Mortician
34.82
99410 - Pest Controller
17.08
99510 - Photofinishing Worker
16.23
99710 - Recycling Laborer
19.78
99711 - Recycling Specialist
22.59
99730 - Refuse Collector
18.36
99810 - Sales Clerk
14.70
99820 - School Crossing Guard
14.08
99830 - Survey Party Chief
22.53
99831 - Surveying Aide
16.33
99832 - Surveying Technician
16.33
99840 - Vending Machine Attendant
20.42
99841 - Vending Machine Repairer
19.31
99842 - Vending Machine Repairer Helper
22.06
ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 ordinance, 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.

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, 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.


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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi))

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
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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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” (the Directory) should be used to compare job definitions to insure 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.
# Amendment of Solicitation/Modification of Contract

<table>
<thead>
<tr>
<th>AMENDMENT/MODIFICATION NO.</th>
<th>CONTRACT ID CODE</th>
<th>PAGE OF PAGES</th>
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<th>AMENDED BY (If Other Than Item 6)</th>
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<th>NO.</th>
<th>STREET, CITY, STATE AND ZIP CODE</th>
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<td>BURTON HILLS BLVD</td>
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<td>NASHVILLE TN 37215</td>
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**4A. MODIFICATION OF CONTRACT/ORDER NO.**

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<tr>
<td>007-59-0010</td>
<td>03/03/2010</td>
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers are extended. This amendment is not extended.

**12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**CHECK ONE**

- A. This change order is issued pursuant to: (Specify authority)
- B. The above numbered contract/ order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of FAR 43.105(b).
- C. This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority) [X] Mutual Agreement of the Parties

**E. IMPORTANT:** Contractor [ ] is not [ ] (If required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**

- DONS Number: 159734151
- Contracting Officer's Representative (COR): [Redacted]
- Contracting Officer: [Redacted]
- Contract Specialist: [Redacted]

The purpose of this modification is to update Section B - Supplies or Services and Prices/Costs. The attached Section B revises the pricing based on CCA's January 2016 Request for Equitable Adjustment.

All other terms and conditions remain unchanged and in full force and effect.
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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Attached:
- Revised Section B - Supplies or Services and Prices/Costs

Exempt Action: Y
Period of Performance: 07/01/2005 to 08/31/2016
SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
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<tr>
<td>0003</td>
<td>Off-Site Guard Services</td>
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[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

| a. | Guard Services (Estimated)                        |     |           |            |             |
| b. | Transportation (Estimated)                         |     |           |            |             |

Total Estimated Cost for the Base Period

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
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<tr>
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<td>1001a</td>
<td>Detainee Services – 6 Months (10/1/2009 – 3/31/2010)</td>
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<td>Detainee Services – 6 Months (4/1/2010 – 9/30/2010)</td>
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<td>1001c</td>
<td>Detainee Services – 12 Months (10/1/2010 – 9/30/2011)</td>
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<td>1 Month</td>
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</tbody>
</table>

Total Item 1001

| 1002 | Detention Services (Estimated) (per detainee)    |     | EA        |            |             |

| 1003 | Off-Site Guard Services                          |     |           |            |             |

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

| a. | Guard Services (Estimated)                        |     |           |            |             |
**OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, Para 1.4.1)</td>
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<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Transportation</td>
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<tr>
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<td>b. Transportation Miles (Estimated)</td>
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<td>c. Additional Guard Services</td>
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**Total Estimated Cost for Option Period Two**

**OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013**

<table>
<thead>
<tr>
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<th>Description</th>
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<tr>
<td>3001</td>
<td>Detainee Services</td>
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<td>1 Month</td>
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<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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### OPTION PERIOD THREE: September 26, 2013 thru September 25, 2014

<table>
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<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

**Total Estimated Cost for Option Period Three**

### OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
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</tbody>
</table>

**Total Estimated Cost for Option Period Four**
### OPTION PERIOD FIVE: September 26, 2014 thru August 31, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

5004 Detainee Wages 1 Month $1,500.00 $18,000.00

Total Estimated Cost for Option Period Five

### OPTION PERIOD SIX: September 01, 2015 thru August 31, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>6001</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
### OPTION PERIOD SEVEN: September 1, 2016 thru August 31, 2017

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
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<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a. Guard Services   | Month |                     |             |             |
| b. Transportation Miles (Estimated) |        |                     |             |             |
| c. Additional Guard Services |        |                     |             |             |
| 7005 Detainee Wages  | 1 Month| $1,500.00 | $18,000.00 |
| 7006 Guard Services – Annual Expenses | Year |                     |             |             |

Total Estimated Cost for Option Period Seven
# OPTION PERIOD EIGHT: September 1, 2017 thru August 31, 2018

<table>
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<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
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<tr>
<td>8003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
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<td>EA</td>
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<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
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</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>8005</td>
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**Total Estimated Cost for Option Period Eight**

---

# OPTION PERIOD NINE: September 01, 2018 thru August 31, 2019

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<tr>
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<td>Detention Services (Estimated) <em>(per detainee)</em></td>
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<tr>
<td>9003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
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<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
### OPTION PERIOD TEN: September 01, 2019 thru August 31, 2020

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>1001</td>
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<tr>
<td>1002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
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<td>1003</td>
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<td>Transportation/ Additional Guard Services</td>
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[Transportation *(a)* will be reimbursed on a fixed monthly basis. Transportation miles *(b)* are to be reimbursed at the rate specified below. Additional Guard Services *(c)* such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>a.</th>
<th>Guard Services</th>
<th>Month</th>
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<tbody>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
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<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 1005 | Detainee Wages | 1 Month | $1,500.00 | $18,000.00 |
| 1006 | Guard Services – Annual Expenses | Year | |

**Total Estimated Cost for Option Period Ten**
## OPTION PERIOD ELEVEN: September 01, 2020 thru August 31, 2021

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>1101</td>
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<td>1 Month</td>
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</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>1103</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
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</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a. Guard Services | Month |            |            |
| b. Transportation Miles (Estimated) |       |            |            |
| c. Additional Guard Services |       |            |            |

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1105</td>
<td>Detainee Wages</td>
<td></td>
<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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<tr>
<td>1106</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
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### Total Estimated Cost for Option Period Eleven

### TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
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<tr>
<td>P00036</td>
<td>See Block 16C</td>
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</table>

<table>
<thead>
<tr>
<th>6. ISSUED BY CODE</th>
<th>7. ADMINISTERED BY (If other than Item 6) CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICE/DCR</td>
<td>ICE/DCR</td>
</tr>
</tbody>
</table>

**ICE/Detention Compliance & Removals**

**Immigration and Customs Enforcement**

**Office of Acquisition Management**

**801 I Street, NW Suite**

**WASHINGTON DC 20536**

**CORRECTIONS CORPORATION OF AMERICA**

**10 BURTON HILLS BLVD**

**NASHVILLE TN 372156105**

**CODE 1597341510000**

<table>
<thead>
<tr>
<th>11. AMENDMENT OF SOLICITATION NO.</th>
<th>12. ACCOUNTING AND APPROPRIATION DATA (If required)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. The offer is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 & 15, and returning separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

**DUNS Number:** 159734151

**Contracting Officer's Representative (COR):**

**Option to Extend the Term of the contract**

The purpose of this modification is to unilaterally exercise Option Period 7, beginning 9/1/2016 through 8/31/2017.

All other terms and conditions remain unchanged and in full force and effect.

**Exempt Action:** Y

**Period of Performance:** 07/01/2005 to 08/31/2017

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereofore changed, remains unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER (Type or print)**

**15B. CONTRACTOR/OFFEROR**

**15C. DATE SIGNED**

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

**16C. DATE SIGNED**

**NSN 7540-01-152-8070**

**Previous edition unusable**

**M 30 (REV. 10-83)**

**A 243**
### Amendment of Solicitation/Modification of Contract

#### 1. Contract ID Code

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>PAGE</th>
<th>PAGES</th>
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<tbody>
<tr>
<td></td>
<td>1</td>
<td>12</td>
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#### 2. Amendment/Modification No.

<table>
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<th>3. EFFECTIVE DATE</th>
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<tbody>
<tr>
<td>P00037</td>
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#### 8. Issued By

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<th>CODE</th>
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<tbody>
<tr>
<td>ICE/DCT</td>
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</table>

#### 9. Address of Contractor

<table>
<thead>
<tr>
<th>9. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state, and zip code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORRECTIONS CORPORATION OF AMERICA</td>
</tr>
<tr>
<td>10 BURTON HILLS BLVD</td>
</tr>
<tr>
<td>NASHVILLE TN 37215-6105</td>
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#### 7. Administered By

<table>
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### Amendment of Solicitation/Modification No.

- **X**


<table>
<thead>
<tr>
<th>10A. MODIFICATION OF CONTRACT/ORDER NO.</th>
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</thead>
<tbody>
<tr>
<td>ODT-5-C-0010</td>
</tr>
</tbody>
</table>

#### 11. This Item Only Applies to Amendments of Solicitations

- The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended.

#### 12. Accounting and Appropriation Data (if required)

- See Schedule

#### 13. This Item Only Applies to Modification of Contract/Orders. It Modifies the Contract/Order No. as Described in Item 14.

- **X**

#### Check One

- A. This change order is issued pursuant to (specify authority) the changes set forth in item 14 are made in the contract order no. in item 10a.

- B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b).

- C. This supplemental agreement is entered into pursuant to authority of.

- D. Other (specify type of modification and authority)

#### Description of Amendment/Modification

- **X** in accordance with ODT-5-C-0010

#### Important

- Contractor is not.
- Contractor is required to sign this document and return copies to the issuing office.

#### DUNS Number:

- 159734151

#### Contacting Officer's Representative (COR):

- 973-776-9898

#### Contacting Officer:

- 202-732-9898

### The purpose of this modification is to incorporate Revision 1 of Wage Determination Number 2015-2353 from DOL, effective 9/1/2016.

### Attachment 1: Wage Determination No.: 2015-2353 Rev. 1, dated 3/3/2016 (10 pages)

### All other terms and conditions remain unchanged and in full force and effect.

### Continued ...

#### Identifiers

- **15A. Name and Title of Signer (Type or print)**

- **15B. Contractor/Offeror**

- **16A. Name and Title of Contracting Officer (Type or print)**

- **16B. NSN**

- **15C. Date Signed**

- **16C. Date of Signing**

- **15D. Signature**

- **16D. Certification**

- **15E. NSN**

- **16E. Rev (Rev. 10-83)**

- **15F. Previous edition unusable**

- **16F. FAR (48 CFR) 32.243**
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<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<tr>
<td></td>
<td>Exempt Action: Y</td>
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<td>Period of Performance: 07/01/2005 to 08/31/2017</td>
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</table>
WD 15-2353 (Rev.-1) was first posted on www.wdol.gov on 03/08/2016

**REGISTRER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT**

By direction of the Secretary of Labor

<table>
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<tr>
<th>U.S. DEPARTMENT OF LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYMENT STANDARDS ADMINISTRATION</td>
</tr>
<tr>
<td>WAGE AND HOUR DIVISION</td>
</tr>
<tr>
<td>WASHINGTON D.C. 20210</td>
</tr>
</tbody>
</table>

Daniel W. Simms                      Division of Wage Determinations
Director                                Revision No.: 1

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 $10.15 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 2016. 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.

State: New Jersey
Area: New Jersey Counties of Essex, Morris, Sussex, Union

---

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
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<th>TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
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01611 - Word Processor I 17.62  
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01613 - Word Processor III 22.13  

05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass 28.43  
05010 - Automotive Electrician 28.50  
05040 - Automotive Glass Installer 27.31  
05070 - Automotive Worker 27.31  
05110 - Mobile Equipment Servicer 24.42  
05130 - Motor Equipment Metal Mechanic 29.68  
05160 - Motor Equipment Metal Worker 27.31  
05190 - Motor Vehicle Mechanic 29.68  
05220 - Motor Vehicle Mechanic Helper 23.15  
05250 - Motor Vehicle Upholstery Worker 26.12  
05280 - Motor Vehicle Wrecker 27.31  
05310 - Painter, Automotive 28.50  
05340 - Radiator Repair Specialist 27.31  
05370 - Tire Repairer 17.92  
05400 - Transmission Repair Specialist 29.68  

07000 - Food Preparation And Service Occupations  
07010 - Baker 17.64  
07041 - Cook I 15.07  
07042 - Cook II 16.80  
07070 - Dishwasher 9.45  
07130 - Food Service Worker 12.58  
07210 - Meat Cutter 19.20  
07260 - Waiter/Waitress 12.67  

09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter 22.00  
09040 - Furniture Handler 16.73  
09080 - Furniture Refinisher 22.00  
09090 - Furniture Refinisher Helper 18.56  
09110 - Furniture Repairer, Minor 20.16  
09130 - Upholsterer 22.00  

11000 - General Services And Support Occupations  
11030 - Cleaner, Vehicles 12.85  
11060 - Elevator Operator 12.85  
11090 - Gardener 19.39  
11122 - Housekeeping Aide 15.70  
11150 - Janitor 15.70  
11210 - Laborer, Grounds Maintenance 15.89  
11240 - Maid or Houseman 13.34  
11260 - Pruner 14.75  
11270 - Tractor Operator 19.39  
11330 - Trail Maintenance Worker 15.89  
11360 - Window Cleaner 16.86  

12000 - Health Occupations  
12010 - Ambulance Driver 22.53  
12011 - Breath Alcohol Technician 22.61  
12012 - Certified Occupational Therapist Assistant 24.12  
12013 - Certified Physical Therapist Assistant 22.28  
12020 - Dental Assistant 16.75  
12025 - Dental Hygienist 35.31  
12030 - EKG Technician 28.65  
12035 - Electroneurodiagnostic Technologist 28.65  
12040 - Emergency Medical Technician 22.53  
12071 - Licensed Practical Nurse I 20.52  
12072 - Licensed Practical Nurse II 24.34  
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15060 - Educational Technologist 35.73
15070 - Flight Instructor (Pilot) 52.46
15080 - Graphic Artist 31.85
15090 - Technical Instructor 30.07
15095 - Technical Instructor/Course Developer 36.67
15110 - Test Proctor 23.24
15120 - Tutor 23.24

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 11.62
16030 - Counter Attendant 11.62
16040 - Dry Cleaner 14.30
16070 - Finisher, Flatwork, Machine 11.62
16090 - Presser, Hand 11.62
16110 - Presser, Machine, Drycleaning 11.62
16130 - Presser, Machine, Shirts 11.62
16160 - Presser, Machine, Wearing Apparel, Laundry 11.62
16190 - Sewing Machine Operator 15.19
16220 - Tailor 16.04
16250 - Washer, Machine 12.60

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 20.89
19040 - Tool And Die Maker 30.07

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 17.28
21030 - Material Coordinator 23.51
21040 - Material Expediter 23.51
21050 - Material Handling Laborer 13.57
21071 - Order Filler 14.92
21080 - Production Line Worker (Food Processing) 17.28
21110 - Shipping Packer 15.28
21130 - Shipping/Receiving Clerk 15.28
21140 - Store Worker I 15.06
21150 - Stock Clerk 18.88
21210 - Tools And Parts Attendant 18.10
21410 - Warehouse Specialist 18.10

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 29.79
23021 - Aircraft Mechanic I 27.11
23022 - Aircraft Mechanic II 29.58
23023 - Aircraft Mechanic III 30.66
23040 - Aircraft Mechanic Helper 22.98
23050 - Aircraft, Painter 26.03
23060 - Aircraft Servicer 24.93
23080 - Aircraft Worker 26.07
23110 - Appliance Mechanic 23.37
23120 - Bicycle Repairer 17.92
23125 - Cable Splicer 36.53
23130 - Carpenter, Maintenance 29.89
23140 - Carpet Layer 27.98
23160 - Electrician, Maintenance 37.18
23181 - Electronics Technician Maintenance I 24.19
23182 - Electronics Technician Maintenance II 25.36
23183 - Electronics Technician Maintenance III 26.40
23260 - Fabric Worker 28.00
23290 - Fire Alarm System Mechanic 23.94
23310 - Fire Extinguisher Repairer 22.51
23311 - Fuel Distribution System Mechanic 29.00
23312 - Fuel Distribution System Operator 26.13
23370 - General Maintenance Worker 23.69
23380 - Ground Support Equipment Mechanic 27.11
23381 - Ground Support Equipment Servicer 24.93
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31361 - Truckdriver, Light 19.53
31362 - Truckdriver, Medium 20.63
31363 - Truckdriver, Heavy 24.52
31364 - Truckdriver, Tractor-Trailer 24.52
99000 - Miscellaneous Occupations
99030 - Cashier 10.53
99050 - Desk Clerk 13.34
99095 - Embalmer 30.19
99251 - Laboratory Animal Caretaker I 12.33
99252 - Laboratory Animal Caretaker II 13.11
99310 - Mortician 34.82
99410 - Pest Controller 17.08
99510 - Photofinishing Worker 16.23
99710 - Recycling Laborer 19.78
99711 - Recycling Specialist 22.59
99730 - Refuse Collector 18.36
99810 - Sales Clerk 14.70
99820 - School Crossing Guard 14.08
99830 - Survey Party Chief 22.53
99831 - Surveying Aide 16.33
99832 - Surveying Technician 20.42
99840 - Vending Machine Attendant 19.31
99841 - Vending Machine Repairer 22.06
99842 - Vending Machine Repairer Helper 19.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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, drying, 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). 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 Wage
and Hour Division, U.S. Department of Labor, 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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) 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.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2 AMENDMENT/MODIFICATION NO. [P00038]
3 EFFECTIVE DATE [See Block 16C]
4. REQUISITION/PURCHASE REQ NO.
5. PROJECT NO. (if applicable)

6. ISSUED BY.
   [ICE/DCR]
   ICE/Detention Compliance & Removals
   Immigration and Customs Enforcement
   Office of Acquisition Management
   801 I Street NW, suite
   Washington DC 20536

7. ADMINISTERED BY (if other than Item 6)
   [ICE/DCR]
   ICE/Detention Compliance & Removals
   Immigration and Customs Enforcement
   Office of Acquisition Management
   801 I Street NW, suite
   Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (no., street, county, state and zip code)
   CORRECTIONS CORPORATION OF AMERICA
   10 BURTON HILLS BLVD
   NASHVILLE TN 372156105

FACILITY CODE [1597341510000]

This amendment is extended by the date specified in item 14.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you make any modifications to this amendment, you must submit a revised offer. Your offer will be considered if received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
   [See Schedule]

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
   [X] In accordance with ODT-5-C-0010

E. IMPORTANT: Contractor is not required to sign this document and return copies of the amendment to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 159734151

CONTRACT ADMINISTRATION POC:
--Contracting Officer's Representative (COR): [redacted]
973-776
--Contracting Officer: [redacted]
202-732
810 [redacted]

The purpose of this modification is to distribute updated PBNSD 211 as it was revised in December of 2016.

As outlined in the attached letter from the Contracting Officer, the facility is expected to be in compliance with all updates by June 30, 2017.

Continued...

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

16C DATE SIGNED: 2/10/2017

16C DATE SIGNED: 2/13/2017

PREVIOUS EDITION UNAVAILABLE

[Redacted]

Attachments:
1) Letter to Facilities on Jan 2016 Revisions to PBNDS
2) Summary of Revisions to PBNDS 2011 - DEC 2016
3) PBNDS 2011 with 2016 Revisions in Tracked Changes

All other terms and conditions remain unchanged and in full force and effect.
Exempt Action: Y
Period of Performance: 07/01/2005 to 08/31/2017
January 12, 2017

Elizabeth CDF
Corrections Corporation of America (CCA)
10 Burton Hills Boulevard
Nashville, Tennessee 37215
Attn: [Redacted]

Subject: Revisions to 2011 Performance-Based National Detention Standards (PBNDS 2011)

Encl: (a) Copy of PBNDS 2011 showing 2016 revisions in tracked changes
(b) Summary of 2016 revisions

Dear Ms. Metcalf;

U.S. Immigration and Customs Enforcement (ICE) has issued a revised version of the Performance Based Detention Standards 2011 (PBNDS 2011). The purpose of this letter is to inform you of ICE’s schedule for implementation of the revised PBNDS 2011, and to request your signature of the enclosed modification incorporating the revised standards.

Overview of PBNDS 2011 Revisions

PBNDS 2011 establishes consistent conditions of confinement, program operations, and management expectations for the agency’s detention system. The revisions update PBNDS 2011 to ensure it remains consistent with federal legal and regulatory requirements as well as ICE and Enforcement and Removal Operation (ERO) policies.

The enclosed copy of the revised detention standards, provided in tracked changes, reflects all edits and revisions that have been made (excluding corrections to formatting, punctuation, misspellings, and other similarly non-substantive changes). In addition to the attached tracked changes version of the standards, a full copy of the revised version of PBNDS 2011 is electronically available at [Redacted] and a more detailed summary of the changes to PBNDS 2011 is enclosed with this letter. Please bear in mind that this is not a comprehensive summary, and should not be relied upon as a substitute for reviewing the revised standards themselves.

Several of the most important changes are listed below:
Detention facility compliance with DHS PREA regulations

U.S. Department of Homeland Security (DHS) PREA regulations, Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities, have already been adopted at all dedicated ICE detention facilities and virtually all facilities covered by PBNDS 2011. The PBNDS 2011 revisions ensure that detention standards are consistent with the DHS PREA requirements. The most significant PBNDS 2011 revisions are to PBNDS 2011 Standard 2.11: “Sexual Abuse and Assault Prevention and Intervention.” However, PREA requirements impact numerous aspects of detention facility policies and procedures, requiring revisions to a number of other standards.

Disability Accommodation and Section 504 of the Rehabilitation Act

All immigration detention facilities are required to comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended (Section 504), which prohibits discrimination based on disability and requires facilities to provide detainees with disabilities with access to its programs and activities through disability-related accommodations. The PBNDS revisions include a new detention standard, “4.8 Disability Identification, Assessment, and Accommodation,” which establishes processes to ensure compliance by detention facilities with the requirements of Section 504. Targeted revisions have been made to other standards to address more specifically the needs of detainees with disabilities in various contexts.

Special Management Units

Standard 2.12 “Special Management Units” has been revised to incorporate requirements from the ICE Directive 11065.1, Review of the Use of Segregation for ICE Detainees. Additional changes were made to Standard 2.12 and to Standard 3.1 “Disciplinary System” to incorporate a number of the recommendations made by the U.S. Department of Justice (DOJ) in its “Report and Recommendations Concerning the Use of Restrictive Housing.” The DOJ recommendations have already been incorporated in the U.S. Marshals Federal Performance-Based Detention Standards.

Changes to medical standards

A number of PBNDS 2011 revisions were made to clarify requirements applicable to medical personnel. For example, one revision made to several standards eliminates the requirement to provide a copy of the full medical record every time a detainee is transferred, removed, or released, and instead provides more detailed guidance regarding the contents of the previously required medical transfer summary.

Revised PBNDS 2011 Implementation Timetable

Implementation of the revised standards will begin at all detention facilities currently covered by PBNDS 2011.

It is anticipated that facilities will be in full compliance with the revised version of PBNDS 2011 by no later than June 30, 2017.
If you have any questions, do not hesitate to contact me by email at [REDACTED] or by telephone at 202-732-[REDACTED]

Respectfully,

[REDACTED]
ICE Office of Acquisition
Contracting Officer
Summary of Revisions to the ICE Performance-Based National Detention Standards, December 2016

The 2011 Performance-Based National Detention Standards (PBNDS 2011) establish consistent conditions of confinement, program operations and management expectations within the Immigration and Customs Enforcement (ICE) detention system. In February 2013, ICE issued a revised version of PBNDS 2011 containing corrections and clarifications. The revisions made in December 2016 will ensure that PBNDS 2011 remains consistent with federal legal and regulatory requirements as well as prior ICE and ICE Enforcement and Removal Operations (ERO) policies and policy statements.

A summary of the changes follows, listed by topic.

Detention facility compliance with DHS PREA regulations

In March 2014, the Department of Homeland Security (DHS) promulgated regulations under the Prison Rape Elimination Act (PREA) of 2003, Public Law 108-79, to prevent, detect and respond to sexual abuse and assault in detention facilities. The DHS PREA regulations, Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities, 79 Fed. Reg. 13100 (Mar. 7, 2014), cover prevention and responsive planning, the training and education of both employees and detained individuals, assessment for risk of sexual victimization and abusiveness, reporting requirements, the agency’s and facility’s response following an allegation of sexual abuse or assault, procedures for both criminal and administrative investigations, the provision of medical and mental care, and audits for compliance procedures, among other areas. ICE issued Directive 11062.1, Sexual Abuse and Assault Prevention and Intervention (SAAPI), to implement the PREA requirements applicable to the agency and to ICE employees. The PBNDS 2011 revisions complement the ICE Directive by implementing the PREA requirements applicable to ICE detention facilities and facility personnel. All dedicated ICE detention facilities have contractually adopted the DHS PREA standards, and audits of the facilities’ compliance with PREA will begin in fiscal year 2017 (as required by Subpart C of the DHS PREA standards). The PBNDS 2011 revisions ensure that detention standards are consistent with the DHS PREA requirements.

The most significant PBNDS 2011 revisions are to PBNDS 2011 Standard 2.11: “Sexual Abuse and Assault Prevention and Intervention.” However, PREA requirements impact numerous aspects of detention facility policies and procedures, requiring revisions to a number of other standards, including the following listed provisions (the citations denote the applicable section of DHS PREA Subpart A standards):

- Standard 2.2: Custody Classification System
  - V.C. Classification Information  [§ 115.41(c) & § 115.42(b)]
  - V.D. Intake Processing and Initial Classification  [§ 115.41(b)]
  - V.H. Reclassification  [§ 115.41(e)]

- Standard 2.4: Facility Security and Control
  - V.A. Detainee Supervision and Monitoring  [§ 115.13(a)-(c)]
  - V.F. Security Inspections
- 1. Required Written Security Inspection Procedures [§ 115.13(d)]
- Standard 2.6: Hold Rooms in Detention Facilities
  - V.B. Unprocessed Detainees [§ 115.14(a), (b), (d)]
- Standard 2.10: Searches of Detainees
  - II. Expected Outcomes #3 [§ 115.15(b), (c)]
  - V.D. Body Searches of Detainees
    - 1. Pat Search [§ 115.15(b)-(d), (j)]
    - 2. Strip Search [§ 115.15(e), (f), (i)]
    - 3. Body-Cavity Searches [§ 115.15(e), (f)]
- Standard 2.12: Special Management Units
  - V.A. Placement in Administrative Segregation [§ 115.43(a)]
    - 1. Reasons for Placement in Administrative Segregation [§ 115.43(b)]
    - 3. Review of Detainee Status in Administrative Segregation [§ 115.43(d)]
  - V.D. Notifying ICE of Segregation Placements and Facilitating ICE Review [§ 115.43(e)]
    - 2. Immediate Notifications [§ 115.43(e) & § 115.68(d)]
- Standard 3.1: Disciplinary System
  - V.A. Guidelines [§ 115.78(b, (d))]
- Standard 4.3: Medical Care
  - V.J. Medical and Mental Health Screening of New Arrivals [§ 115.81(a)-(b)]
  - V.P. Referrals for Sexual Abuse Victims or Abusers [§ 115.81(a)-(b) & § 115.5]
- Standard 4.4: Medical Care (Women)
  - V.B Initial Health Intake Screening and Health Assessment [§ 115.81(a)-(c)]
- Standard 4.5: Personal Hygiene
  - V.E. Bathing and Toilet Facilities [§ 115.15(g) § 115.42(e)]
- Standard 5.7: Visitation
  - V.I. Visits by Family and Friends
    - 4. Contact Visits [§ 115.15(f)]
- Standard 6.2: Grievance System
  - V.C. Grievance Procedures
    - 2. Emergency Grievances [§ 115.52(c)-(d)]
    - 3. Formal Written Grievances [§ 115.52(a)-(b), (e)-(f)]
  - V.F. Allegations of Staff Misconduct [§ 115.52(e)]

_Disability Accommodation and Section 504 of the Rehabilitation Act_

ICE detention facilities are required to comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended (Section 504), which prohibits discrimination based on disability and requires facilities to provide detainees with disabilities equal access to its programs and activities through the provision of appropriate accommodations, modifications, and services. The PBNSD revisions include a new detention standard, “4.8 Disability Identification, Assessment, and Accommodation,” which establishes processes to ensure compliance by detention facilities with the requirements of Section 504. Targeted revisions have been made to other standards to address more specifically the needs of detainees with disabilities in various contexts, including the following listed provisions:
• Standard 2.2: Custody Classification System
  ○ V.C. Classification Information
• Standard 2.3: Contraband
  ○ V.B. Procedures for Handling Contraband –
• Standard 2.6: Hold Rooms and Detention Facilities
  ○ V.A. Physical Conditions
  ○ V.B. Unprocessed Detainees
  ○ V.D. Basic Operational Procedures
• Standard 2.13: Staff-Detainee Communication
  ○ V.B. Written Detainee Requests to Staff
• Standard 4.3: Medical Care
  ○ V.F. Facilities
  ○ V.V. Special Needs and Close Medical Supervision
• Standard 5.5: Religious Practices
  ○ V.A. Religious Opportunities and Limitations
• Standard 5.6: Telephone Access
  ○ V.G. Telephone Access for Detainees with Disabilities
• Standard 5.8: Voluntary Work Program
  ○ V.G. Detainees with Disabilities (previously “Physically and Mentally Challenged Detainees”)
• Standard 6.3: Law Libraries and Legal Materials
  ○ V.I. Assistance to Detainees with Disabilities, Detainees with Limited-English Proficiency (LEP), and Illiterate Detainees
• Standard 7: Interviews and Tours
  ○ V.A. News Media Interviews and Tours
• Standard 7.5: Definitions
  ○ New definitions were included for:
    ■ Limited English Proficiency
    ■ Disability
    ■ Auxiliary Aid and Services
    ■ Reasonable Accommodation
    ■ Special Vulnerability

Communication Assistance

A new Expected Outcome describes more precisely longstanding federal legal requirements to provide communication assistance to detainees with disabilities and detainees who are limited in their English Proficiency (LEP). Federal law requires accommodations for detainees with communications impairments to ensure effective communication. Title VI of the Civil Rights Act of 1964 prohibits recipients of federal financial assistance from discriminating based on national origin by, among other things, failing to provide meaningful access to individuals who are limited English proficient (LEP). Executive Order 13166 (EO 13166), Improving Access to Services for Persons with Limited English Proficiency, (August 11, 2000), requires all federal agencies to meet the same standards as federal financial assistance recipients in providing
meaningful access for LEP individuals to federally conducted programs. The new Expected Outcome has been added to a number of detention standards, in many cases replacing prior language that described the facility’s obligations to provide communication assistance:

“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.”

Special Management Units (SMUs)

In 2013 ICE issued Directive 11065.1, Review of the Use of Segregation for ICE Detainees (Segregation Directive). The Segregation Directive established policy and procedures for ICE review of ICE detainees placed into segregated housing, including collaborative assessments by detention facility administrators and Field Office supervisory-level staff. Standard 2.12 “Special Management Units” has been revised to incorporate requirements from the Segregation Directive, including the requirement that the facility notify the Field Office of detainees held in the SMU for 14 days, and immediately in the case of detainees with specified conditions and vulnerabilities. Additional changes were made to Standard 2.12 and to Standard 3.1 “Disciplinary System” to incorporate a number of the recommendations made by the Department of Justice (DOJ) in its “Report and Recommendations Concerning the Use of Restrictive Housing,” pursuant to a Presidential Memorandum directing all agencies using restrictive housing to review the DOJ report and implement corresponding changes. 81 Fed. Reg. 11995 (March 7, 2016). The DOJ reforms have also been incorporated in the U.S. Marshals Service Federal Performance-Based Detention Standards. The PBNDS 2011 revisions include:

- a multi-disciplinary panel of facility staff, including facility leadership, medical and mental health professionals, and security staff, will meet weekly to review all segregation placements; during the meeting, the committee will review each detainee’s circumstances individually to ensure all staff are aware of the detainee’s status, current behavior, and physical and mental health, and to consider whether any change in status is appropriate;
- a detainee may not remain in pre-disciplinary segregation for longer than the maximum term permitted for the most serious offense charged, absent compelling circumstances, and time served in pre-disciplinary segregation will be deducted from the ultimate disciplinary sanction;
- disciplinary time for offenses arising out of the same episode will be served concurrently;
- when a detainee has a diagnosed mental illness or mental disability, or demonstrates symptoms of mental illness or mental disability, a mental health professional will provide input as to:
  - the detainee’s competence to participate in the disciplinary hearing;
  - any impact the detainee’s mental illness may have had on his or her responsibility for the charged behavior; and
information about any mitigating factors related to the behavior;

- previously an optimal provision, detainees must be evaluated by a medical professional prior to placement in an SMU (or when that is infeasible, as soon as possible and no later than within 24 hours of placement);

- for any detainee with a serious mental illness (as defined in Standard 4.3 “Medical Care”) placed in segregation:
  - a mental health consultation is required within 72 hours of the detainee’s placement; and
  - at least weekly, a mental health provider is required to conduct face-to-face clinical contact with the detainee, to monitor the detainee’s mental health status, identify signs of deterioration, and recommend additional treatment as appropriate;

- specialized training will be required for staff assigned to SMUs on issues such as identifying signs of mental health decompensation, interactions with mentally ill detainees, and de-escalation techniques; and

- a facility standing committee will regularly evaluate SMU policies and practices.

Disciplinary System Timelines and Processes

Additional changes were made to Standard 3.1 “Disciplinary System” to clarify and rationalize contradictory timelines in the standard and to ensure consistent descriptions of processes and due process rights at the various stages of the disciplinary process. The clarified timelines include:

- the investigating officer will be required to complete the investigation within 72 hours of receipt of the Incident Report, barring exceptional circumstances;

- completed investigations may be referred either to the Unit Disciplinary Committee (UDC) or directly to the Institution Disciplinary Panel (IDP);

- UDC hearings, when they occur, must be held within 24 hours after the conclusion of the investigation (unless the detainee requests more time); and

- IDP hearings must occur within 48 hours after the conclusion of the investigation or the UDC hearing (unless the detainee requests more time).

Incorporation of Other ICE and ERO Directives, Memoranda and Policy Statements

Additional PBNDS 2011 revisions incorporate Field Office notification and other requirements from existing ICE and ERO policies and policy statements. They include:

- ICE Policy No. 11067.1: Identification of Detainees with Serious Mental Disorders or Conditions (May 7, 2014) (requiring facilities to notify Field Offices of detainees with specified serious mental disorders) – this notification requirement has been expanded in Standard 4.3 “Medical Care” to include detainees with specified serious physical illnesses;

- ERO Memorandum Protocol on Reporting and Tracking of Assaults, (June 8, 2006) (requiring the reporting of sexual and physical assaults);

- ERO Memorandum Identification and Monitoring of Pregnant Detainees (August, 2016) (requiring the reporting of detainees determined to be pregnant);
• ERO Bulletin 14-ERO0001, “Accommodation of Kosher Meals” (April, 2014) (explaining facility and ICE obligations to accommodate detainees’ religious dietary requirements); and
• ERO broadcast “Use of Force at ICE Detention Facilities,” (October 19, 2016) (clarifying the types of staff uses of force that detention facilities must report to Field Offices).

Changes to medical standards and requirements

A number of PBNDS 2011 revisions clarify requirements applicable to medical personnel and medical care. Most of these changes were to Standard 4.3 “Medical Care” and Standard 4.4 “Medical Care (Women),” but revisions were made to a number of other standards. The revisions include:
• Changes to a number of standards shifted responsibility for functions unrelated to the provision of medical care from the facility’s medical staff to the facility administrator.
• The 72 hour time limit for follow-up on a mental health referral can be satisfied by an evaluation by a qualified health care provider, not solely by a mental health provider as in the original PBNDS 2011; however, if the practitioner is not a mental health provider and further referral is necessary, the detainee must be evaluated by a mental health provider within the next business day.
• The requirements regarding the provision of same-gender chaperones have been clarified in both standards 4.3 and 4.4.
• Revisions to Standard 4.4 clarify timelines for follow-up for detainees who may be pregnant or indicate a history of domestic abuse or violence.

Eliminating requirement to provide a complete copy of the medical record with each transfer, release and removal

Another PBNDS 2011 revision eliminates the requirement to provide a copy of the full medical record every time a detainee is transferred, removed, or released. In lieu of that requirement, the revised standards provide greater detail regarding the required contents of the medical transfer summary that accompanies the detainee. This change was made in several standards:
• Standard 1.3 “Transportation (Land)” – V.G. 2.
• Standard 2.1 “Admission and Release” – V.H.4
• Standard 4.3 “Medical Care” – V.Z and V.BB
• Standard 7.4 “Detainee Transfers” – V.C

Suicide Prevention and Intervention

Changes were made to the detention standard 4.6 “Significant Self-Harm and Suicide Prevention and Intervention,” incorporating best practices to reduce the frequency of suicides in ICE detention facilities. These include:
A multi-disciplinary suicide prevention committee should meet on at least a quarterly basis to provide input regarding all aspects of the facility’s suicide prevention and intervention program;

- A detainee on suicide precautions who requires a special isolation room should be placed in the SMU only as a last resort, and the Field Office immediately notified;
- new details have been added regarding the provision of clothing, hygiene and privacy; and
- required staff training on suicide prevention methods has been relaxed from eight hours annually to eight hours initially with at least two hours of refresher instruction annually.

Appendices and forms

New forms and appendices were inserted, including:

- Three IHSC medical forms (with the IHSC identifiers removed), which facilities are encouraged but not required to use to comply with medical requirements, were added as appendices to Standard 4.3 “Medical Care”. The three forms are:
  - Intake Screening
  - Physical Examination/Health Appraisal
  - Medical Transfer Summary
- Two appendices to Standard 2.11 “Sexual Abuse and Assault Prevention and Intervention” were revised:
  - A revised “Sample Sexual Abuse and Assault Prevention and Intervention Program Policy”
  - A revised “Sexual Abuse and Assault Awareness Brochure” (also added to the ICE Detainee Handbook) (in English and Spanish)
- The appendices to Standard 6.3 “Law Libraries and Legal Materials”, listing legal reference materials for detention facilities, were revised.
- A revised “Detainee Interview Release Form” was added as an appendix to Standard 7.2. (in English and Spanish).
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
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(Revised December 2016) (As Modified by February 2013 Errata)
Acronyms and Abbreviations

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

(PBND 2011) (Revised December 2016) (As Modified by February 2013 Errata)
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 handling special-needs detainees assisting detainees with special needs during an emergency or evacuation.

6. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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


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.


V. Expected Practices

A. Staff Training

1.1 | Emergency Plans

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

1.1 | Emergency Plans
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

1.1 | Emergency Plans
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
c. 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:

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

1.1 | Emergency Plans
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 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)
2)

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.

3) b) provide copies of the roster to the Field Offices and keep them updated.

serve as team liaison and routinely attend the negotiation team’s monthly sessions.

4) 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.

5)

6)

7)
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. medical assistance;

d. mechanical 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., tornados, 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.

Safe, potable water shall be available throughout the facility.

Emergency lighting and life-sustaining equipment shall be maintained and periodically tested.

Disposal of garbage and hazardous waste shall be in compliance with applicable government regulations.

The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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.


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 health services department or equivalent shall assist in the identification and correction of conditions that could adversely impact the health of detainees, employees and visitors. The facility
administrator designate 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 designate 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 designate.

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 damp dusted 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 wastewaters 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 trichloroane shall be dispensed in small quantities and used under direct staff supervision.
   c. Cleaning fluids containing carbon tetrachloride or tetrachloride or trichloroane 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

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
b. 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, scalps 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, scalpels 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 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.

l. 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.

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

   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.
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 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 (Xylo)
Contact cement (flammable)
Toudi (Toluene)
Methyl ethyl ether
Methyl ethyl ketone
Naphtha Y, M and P

Class II Liquids

Diesel fuel
Motor fuel
Kerosene
Cleaning solvents
Mineral spirits
Agitene

Class III Liquids

Paint (oil base)
Linen oil
Mineral oil
Neat’s-foot oil
Sunray conditioner
Guardian fluid

Toxic Substances

Ammonia
Chlorine
Antifreeze
Duplicating fluid
Methyl alcohol
Defoliants
Herbicides
Pesticides

Caustic Substances

Lye
Muratic 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. All instructions shall be communicated to the detainee in a language or manner the detainee can understand. 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 or mental or physical conditions 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:
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. 

4. 

5. 

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.” The Directive on Detainee Transfers also requires that, when a detainee is transferred within the ICE Health Services Corps (IHSC) system; a Medical Transfer Summary and the detainee’s official health records accompany the detainee. The detainee’s 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 medical 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
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

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.

b.

c.

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.
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 captionedWhenever 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 location in or on the vehicle shall travel with the vehicle at all times, in a secure place known to... and the crew shall keep in the forward compartment with the outer equipment for use in an emergency.

The officer may not enter the secure area of the vehicle. If he/she must enter that area, the officer shall first... officer for...

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 crew shall also carry The vehicle’s communications system shall also include a

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. [Redacted]

Q. Vehicle Equipment

In SPCs and CDFs, the Field Office will provide the

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(Revised December 2016) (As Modified by February 2013 Errata)
following equipment as appropriate for each vehicle:

1. 

2. 

3. in the forward baggage compartment, of buses, two equipment boxes containing:
   a. fuses, fan belts, jack, small hand tools, 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. transmission fluid, water for radiator, oil, toilet disinfectant, extra fire extinguisher(s), (transferring officers record amount and date used and by whom on inventory sheets kept in likewise maintaining MSDS sheets as necessary); and
   c. other equipment to be added as necessary (transferring 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, batteries, and emergency phone numbers for ICE/ERO offices, local police, state police, etc.;

7. spare tire and snow chains (if applicable);

8. including, at a minimum:
   a. 
   b. on other vehicles: equipment equal to the rated capacity of the vehicle.

9. All 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

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

Properly fitting restraints do not restrict breathing or blood circulation.

The officers shall device(s) and

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 shall exercise caution if close contact with a detainee becomes necessary in an emergency.
Barring exigent circumstances, transporting officers 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,

The assigned transportation staff shall make every effort to determine

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 _______. 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 ______ if necessary. Assigned transportation staff may not enter the screened area ______.

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 other 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 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 detainee 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. The applicable content and procedures concerning the facility shall be communicated to the detainee in a language or manner the detainee can understand.

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

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.”


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

2.1 Admission and Release

All detainees shall be screened upon admission; screening shall ordinarily include:

a. screening with a
b. a thorough
  and
  
  c. a search of each

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,

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:
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 [redacted] search; a detainee interview; or (where available) the use of a [redacted]. 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 officer 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

2.1 | Admission and Release
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, sears, 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 section for locker-key issuance.

c. If a form is used instead of a stamp or comparable notation on the back of the Form I-385, the officer must record the detainee’s name and A-number in addition to the above-required information. The form is maintained in the detainee’s detention file.

H. Releases

Facility staff assigned to processing must complete certain procedures before any detainee’s release, removal, or transfer from the facility. Necessary steps include, but are not limited to: completing out-processing forms; closing files and fingerprinting; returning personal property; reclaiming facility-issued clothing, identification cards, handbooks, and bedding; and checking warrants and warrants. ICE/ERO shall approve all facility release procedures.

1. A detainee’s out-processing begins when release processing staff receive the Form I-203, “Order to Detain or Release,” signed by an authorizing official.

2. The requesting ICE/ERO official is responsible for having all documentation required for the detainee’s release or transfer complete and ready for use by out-processing officers.

3. After verifying the documents, the facility shall use the most expeditious communication system (e.g., public address system) to instruct the detainee to report to the nearest officer.

4. Provide detainee medications and a detailed medical care summary as described in “Medical Records” in copy of medical records in...
accordance with standard Standard "4.3 Medical Care."

5. The officer shall check the wristband of the detainee, who reports as instructed, to verify his/her identity.

6. The officer shall advise the detainee to remove all facility-issued items, including the handbook, supplement and locker key (if issued) and personal property from the housing unit, and after doing so, to return to the officer for further instruction. If the detainee is physically unable to remove his/her facility-issued and personal items, assistance shall be provided.

7. The officer shall remove the detainee’s housing-identification card from the file system and turn it over to the detainee. The detainee will then report to the processing office.

8. At this stage of the detainee’s out-processing, the control officer shall remove any Form G-589 receipts from the detainee’s detention file. The control officer shall give the Form G-589(s) to the shift supervisor for further action, and send the remaining documents to the processing office.

   a. The shift supervisor shall compare the information on the blue portion of the Form G-589 with that on the pink triplicate portion and, if they match in all particulars, shall remove the pink copy from its safeguards.

   b. After verifying the information on each portion of the G-589, the shift supervisor shall remove the funds and valuables from safeguards, attach the two portions of the Form G-589, make the necessary log entries, place the items in a secure container, and deliver the container to the processing officer.

9. When the detainee arrives in the processing office, the processing officer shall verify the detainee’s identity, and take physical possession of the housing-identification card, handbook, supplement and locker key (if issued) handed back by the detainee. The officer shall then date and sign the back of the Form I-385 or specified form and remove the bottom portion(s) of the detainee’s Form I-77(s).

   a. The Form I-77 authorizes the removal from storage of the detainee’s personal property, as inventoried on the form.

   b. Before returning the property to the detainee, the officer shall explain the form and require the detainee to sign his/her name on the bottom of the Form I-77 or on a separate piece of paper. The officer shall compare this signature with the signature on the back of the top portion of the I-77 that is attached to the property. If the signatures appear the same, the officer shall return the items to the detainee.

   c. The detainee shall check his/her property against the original personal property inventory form. If all property is correctly accounted for, the detainee shall sign the inventory sheet, a copy of which the officer shall place in the detainee’s detention file. The detainee shall be provided a copy of the signed form upon request.

   d. If after property is checked against the detainee’s property inventory sheet Form G-589, I-77 or equivalent, it is determined that property is missing or unaccounted for, the detainee shall complete a Form I-387 ‘Report of Detainee’s Missing Property’ or equivalent. The detainee shall be informed as to how the property shall be returned to him/her when/if it is located. The detainee shall be provided instructions on the appropriate office to contact in order to
The detainee shall be permitted to change into his or her own clothing in a private part of the processing area, within earshot but not eyeshot. The staff shall:

a. instruct the detainee to remove all facility-issued clothing, and to dress in his/her personal clothing;

b. inspect the condition and quantity of facility-issued clothing, bedding, etc., surrendered by the detainee;

c. place the returned clothing and bedding, excluding the mattress, in the bin designated for soiled items—these shall be laundered and sanitized as appropriate before reuse;

d. set aside the plastic-covered or -sheathed mattress for rinse and wipe-down with disinfectant or other solution prescribed by the medical department; and

e. in the event property is missing, provide Form I-387 to the detainee.

The processing officer shall compare the blue and pink copies of the Form G-589 with the white copy presented by the detainee. If the detainee’s documentation is in order, the officer shall return the detainee’s funds and secure the detainee’s signature, confirming receipt of the inventoried property on the blue copy of the G-589. The facility shall retain all three copies (blue, pink and white) of the closed-out G-589 in the detainee’s detention file.

If the detainee claims to have lost the white portion of the Form G-589, the processing officer shall note this on the blue copy, which

he/she and the detainee shall certify by signing immediately below. Staff should ensure that the content of the form is clear and that the detainee is made fully aware of what he/she is signing in a language or other manner which the detainee can understand.

I. Releases or Removals

The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Prior to release, the detainee shall be notified of the upcoming release and provided an opportunity to make a free phone call to facilitate release arrangements.

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 vulnerabilities, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.

Detainees will be provided with a list of legal, medical, and social services that are available in the release community, and a list of shelter services available in the immediate area along with directions to each shelter. Detainees will be released with one set of non-institutionalized, weather-appropriate clothing.
2.2 Custody Classification System

I. Purpose and Scope

This detention standard protects detainees, staff, contractors, volunteers and the community from harm, and contributes to orderly facility operations, by requiring a formal classification process for managing and separating detainees based on verifiable and documented data.

In accordance with the requirements and guidelines of this detention standard, each facility is required to have in place a formal detainee classification system that starts at admission and is based on verifiable and documented information. Each detainee's custody classification must be determined through application of the ICE custody classification process described herein or a similar locally established system approved by ICE/ERO, to categorize detainees and physically separate them in accordance with these classification levels.

Some factors relevant to custody classification are part of the broader ICE intake risk assessment process that often begins before a detainee's arrival at a detention facility. Classification of ICE detainees also occurs in a variety of contexts and may be performed by a variety of personnel, including ICE or facility staff. The general principles articulated in this standard apply to all facilities that ICE uses. Facilities are also encouraged to utilize the ICE Custody Classification Worksheet, Instructions, Severity of Offense Scale, and Disciplinary Offenses Involving Violence or Behavior Representing a Threat to the Facility attached as Appendices 2.2.A, 2.2.B, 2.2.C, and 2.2.D. Facilities which receive a recommended custody classification or custody classification score generated by an ICE Field Office are encouraged to follow it.

"Classification" and "reclassification" are initial and periodic staff reviews, not only of a detainee's custody classification, but of that detainee's general case status, disciplinary record, housing, special needs, adjustment to institutional living, opportunities for voluntary work assignments and general well-being.

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 community, staff, contractors, volunteers and detainees shall be protected from harm through a formal classification process, for managing and separating detainees by threat risk and special vulnerabilities or special management concerns that is based on verifiable and documented data.

2. Each detainee shall be expeditiously classified...
upon admission to the facility and before being admitted into general population housing.

3. Detainees shall be protected from harm by assigning detainees housing with persons of similar backgrounds and criminal history.

4. Each detainee’s custody classification, housing, and work assignment shall be reviewed at regular intervals, as well as when required by changes in the detainee’s behavior or circumstances, and upon discovery of additional, relevant information.

5. Detainees shall be able to appeal their custody classification level and other assignments.

6. Detainees with special vulnerabilities will be identified and consideration will be given to providing appropriate accommodation.

7. Detainees shall be assigned to the least restrictive housing unit consistent with facility safety and security.

8. The applicable content and procedures in this standard shall be communicated to the detainee in a language and manner the detainee can understand. 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 notetakers, 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 “Classification System” dated 12/2/2008.

IV. References


ICE/ERO Performance-based National Detention Standards 2011:

- “2.11 Sexual Abuse and Assault Prevention and Intervention”;
- “2.12 Special Management Units”;
- “2.13 Staff-Detainee Communication”;
- “5.8 Voluntary Work Program”; and
- “6.2 Grievance System.”


V. Expected Practices

A. Standards

Each facility shall develop and implement a system for classifying detainees in accordance with this
Detention Standard. Facilities may rely on the ICE Custody Classification Worksheet, or a similar locally established system, subject to ICE/ERO evaluation and approval, as long as the classification criteria are objective and uniformly applied, and all procedures meet ICE/ERO requirements.

Each facility administrator shall require that the facility’s classification system ensures the following:

1. All detainees shall be classified upon arrival and before being admitted into the general population of the facility. ICE/ERO staff shall provide facilities the data needed from each detainee’s file to complete the classification process;

2. All facility staff assigned to classification duties shall be adequately trained in the facility’s classification process. Each staff member with detainee in-processing responsibilities shall receive on-site training;

3. Any detainee who cannot be classified because of missing information at the time of processing (e.g., the results of a criminal record check) shall be kept separate from the general population. Once the needed information is obtained, classification shall be expedited, and the detainee may be housed in the general population, if warranted;

4. Each detainee’s classification shall be reviewed and approved by a first-line supervisor or classification supervisor; and

5. Detainees shall be assigned to housing, offered recreation and other activities, and assigned to voluntary work, according to their classification levels.

B. Custody Classification Score

“Classification” is a process of categorizing detainees as low, medium or high custody and housing them accordingly. Research has shown that discretionary decisions about custody classification are more objective and consistent when guided by a process that systematically uses verifiable and documented information, and scores those factors appropriately.

In making classification decisions, facilities use the recommended custody classification generated by the ICE Field Office, or utilize the ICE Custody Classification Worksheet (or similar system) to systematically produce a classification score for each detainee.

C. Classification Information

During the classification process, staff shall reference facts and other objective, credible evidence documented in the detainee’s A-file, work-folders, ICE automated records systems, criminal history checks, or other objective sources of information. Relevant considerations include any current criminal offense(s), past criminal offense(s), escape(s), institutional disciplinary history, documented violent episode(s) and/or incident(s), medical information or a history of victimization. Personal opinion, including opinions based on profiling, familiarly or personal experience, may not be considered in detainee classification.

Special consideration shall be given to any factor that would raise the risk of vulnerability, victimization or assault. Detainees who may be at risk of victimization or assault include, but are not limited to, persons with disabilities, persons who are transgendered, elderly, pregnant, physically-disabled, or suffering from a serious medical or mental illness, and victims of torture, trafficking, abuse, or other crimes of violence. This process should incorporate the requirements in Standard 2.11 “Sexual Abuse and Assault Prevention and Intervention” regarding assessment of risk for victimization or perpetration of sexual abuse or
assault.
Consistent with Standard 4.8 “Disability Identification, Assessment, and Accommodation,” the facility shall use any information about identified disabilities in making classification and housing decisions. Detainees with disabilities shall be housed in the least restrictive and most integrated setting possible consistent with facility safety and security, and provided an equal opportunity to participate in or benefit from the facility’s programs and activities.

When making classification and housing decisions for a transgender or intersex detainee, staff shall consider the detainee’s gender self-identification and an assessment of the effects of placement on the detainee’s mental health and well-being. A medical or mental health professional shall be consulted as soon as practicable on this assessment. Placement decisions of transgender or intersex detainees should not be based solely on the identity documents or physical anatomy of the detainee, and a detainee’s self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The placement 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.

As appropriate, ICE/ERO offices shall provide non-ICE/ERO facilities with the relevant information for the facility to classify ICE/ERO detainees. Classification staff shall utilize translation services when necessary.

1. Examples of Acceptable Forms and Information
- I-862—Notice to Appear (charging document for aliens in removal proceedings);
- I-221—Order to Show Cause (OSC/WA) and Notice of Hearing, with bond conditions (charging documents for aliens in deportation proceedings);
- I-110 and I-122—Notice to Applicant for Admission, Detained for Hearing before Immigration Judge (charging documents for aliens in exclusion proceedings);
- Form I-203—Order to Detain or Release;
- All conviction documents relating to charges on Form I-221, I-862, and I-110/122 above;
- Criminal History (Rap Sheet)—
- Final order of removal; and
- Any Executive Office for Immigration Review (EOIR) or other official record or observation that is verifiable.

2. Examples of Unacceptable Sources of Information that May Not Form the Sole Basis of Classification
- A written or oral account from any interested party, unless and until it has been officially confirmed;
- Unconfirmed and unverified information provided by the detainee; and
- The unverified personal opinion of officers and other personnel.

D. Intake Processing and Initial Classification

The facility shall segregate the detainee from the general population pending receipt and processing of information needed for classification, as specified above.

Ordinarily, the initial classification process and
initial housing assignment shall be completed within 12 hours of admission to the facility. If the process takes longer, documentation shall be maintained to explain the cause of the delay and to indicate that the detainee shall be housed appropriately.

After completion of the in-processing health screening form (HSC-795A or equivalent), the classification officer assigned to intake processing shall review information provided by ICE/ERO and complete a custody classification worksheet or equivalent.

Upon completion of the classification process, at facilities where applicable, staff shall assign individual detainee’s color-coded uniforms, wristbands, or other means of custody identification. A system of color-coding permits staff to identify a detainee’s classification on sight, thereby eliminating confusion, preventing potentially serious miscommunication, and facilitating consistent treatment of detainees.

E. Supervisory Review and Custody Classification Assignment

The designated classification supervisor or facility administrator designee shall review the intake processing officer’s classification files for accuracy and completeness and ensure that each detainee is assigned to the appropriate housing unit.

The reviewing supervisor may recommend changes in classification due to:

1. Pertinent incidents of any kind (e.g., disciplinary, medical, victimizations, sexual assaults as either a victim or perpetrator, etc.) while in custody;
2. A classification appeal by a detainee or recognized representative (see below); or
3. Specific, creditable, documented and articulated facts that surface after the detainee’s admissions processing.

F. Classification Levels and Housing Assignments

All facilities shall ensure that detainees are housed according to their classification levels. Participation in work assignments and available activities shall be determined to be consistent with safety and security considerations. Under no circumstances shall issues of facility management, or other factors external to the detainee classification system, influence a detainee’s classification level.

SPCs, CDFs and dedicated IGSAs use either the recommended custody classification generated by the ICE Field Office or the point total from the ICE Custody Classification Worksheet to determine the classification level of each detainee.

Non-dedicated IGSAs are encouraged to use the ICE Custody Classification Worksheet, or to adopt the ICE custody classification score generated by an ICE Field Office when one is provided.

Non-dedicated IGSAs that do not use the ICE Custody Classification Worksheet or rely on an ICE custody classification recommendation shall follow the guidelines below when classifying detainees.

1. Low Custody

Low custody detainees may not be comingled with high custody detainees.

- May not include any detainee with an arrest or conviction that included an act of physical violence, or any detainee with a history of assaultive behavior.
- May not include any detainee with a felony conviction for an offense that is listed under the “High” or “Highest” section of the severity of offense guideline (Appendix 2.2.C).
- May include detainees with minor criminal
histories and non-violent felony charges and convictions.

2. Medium Custody

Medium custody detainees may not ordinarily be co-mingled with high or low custody detainees, except as specified below in the section on “G. Housing Detainees with Different Classification Levels.”

- May not include a detainee whose most recent conviction was for any offense listed under the “Highest” section of the severity of offense guideline (Appendix 2.2.C).

- May not include any detainee with a history or pattern of violent assaults.

- May not include a detainee convicted for assault on a correctional officer while in custody or where a previous institutional record suggests a pattern of assaults while in custody.

3. High Custody

- High custody detainees may be reclassified to medium only based on institutional behavior provided items under number 2 above do not apply. A detainee must be in custody for a minimum of 60 days before reclassification.

- High custody detainees shall not be assigned work duties outside their assigned living areas.

- High custody detainees:
  - are considered high-risk,
  - require medium- to maximum-security housing,
  - are always monitored and escorted, and
  - may not be co-mingled with low custody detainees.

The facility classification system shall assign detainees to the least restrictive housing unit consistent with facility safety and security. Grouping detainees with comparable histories together, and isolating those at each classification level from all others, reduces non-criminal and nonviolent detainees’ exposure to physical and psychological danger. The system identifies and isolates the detainees whose histories indicate the characteristics of the “hardened criminal” and who are most likely to intimidate, threaten or prey on the vulnerable.

In facilities that have single cell living arrangements, detainees that pose an immediate and serious threat of violence to staff, other detainees, or themselves shall be housed there.

G. Housing Detainees with Different Classification Levels

Ordinarily, detainees in different custody classification levels are housed separately. When it becomes necessary to house detainees of different classification levels in the same housing unit, the following guidelines shall apply:

1. High custody detainees may not be housed with low custody detainees.

2. Low custody detainees and medium-low custody detainees may be housed together, and medium-high custody detainees and high custody detainees may be housed together:

3. Medium-low custody detainees are those with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.

4. Medium-high and high custody detainees are those with a history of violent or assaultive charges, convictions, institutional misconduct, or those with a gang affiliation

5. Under no circumstance may a medium custody...
detainee with a history of assaultive or combative behavior be placed in a low custody housing unit.

ICE may provide to facilities specific recommendations or scores based on the ICE custody classification system to further guide facility housing assignments.

H. Reclassification

All facility classification systems shall ensure that a detainee may be reassessed and/or reclassified. Reclassification assessments shall take into account, among other factors, the detainee’s risk of victimization or abusiveness.

Staff shall record whether a classification process is being conducted for an initial classification or subsequent reclassification:

1. The first reclassification assessment shall be completed 60 to 90 days after the date of the initial classification.

2. Subsequent reclassification assessments shall be completed at 90- to 120-day intervals.

3. Special Reclassification Assessments
   Staff shall complete a special reclassification within 24 hours before a detainee leaves the Special Management Unit (SMU), following an incident of abuse or victimization, and at any other time when warranted based upon the receipt of additional, relevant information becomes known, such as after. For example, reclassification would ordinarily be initiated as a result of an assault, a criminal act or detainee victimization, or if a detainee wins a criminal appeal, is pardoned or new criminal information comes to light.

If it is documented, suspected or reported that a detainee has been physically or sexually abused or assaulted, the victim’s perception of his or her own safety and well-being shall be among the factors considered.

A detainee may request reclassification in writing by submitting a detainee request form, as described in standard “2.13 Staff-Detainee Communication.” The classification officer shall ordinarily respond in person or in writing as soon as possible and practicable, but no later than within 72 hours of receipt. Any reclassification, however, requires prior supervisory approval on the custody classification form.

4. Permissible Changes
   - A detainee may be reclassified at any time to correct classification errors or when new information becomes available.
   - A detainee may be reclassified to high custody based on documented behavior, including threats to the facility, other detainees or personnel. Any reclassification to high custody that is not validated by the total custody classification score on the custody classification form must be approved by the classification officer within 72 hours of any event requiring reclassification.
   - A medium custody detainee may be reclassified to low custody based on institutional behavior, provided the detainee has been in custody for at least 60 days.
   - A detainee may be reclassified any time there are medically documented changes in his/her medical or mental health condition.

I. Classification Appeal

Classification decisions should be provided to the detainee along with information on the appeal process in a language and manner understood by the detainee.

Classification systems shall include procedures for
detainees to appeal their classification levels through written detainee request forms or by filing formal grievances as described in standard “6.2 Grievance System.”

J. Documentation

Classification forms and supporting documentation shall be placed in the detention file.

K. Notice to Detainees

The ICE Detainee Handbook standard section on classification shall include:

- An explanation of the classification levels, with the conditions and restrictions applicable to each.
- The procedures by which a detainee may appeal his or her classification.
# Appendix 2.2.A: ICE Custody Classification Worksheet

**ICE Custody Classification Worksheet**

<table>
<thead>
<tr>
<th>Part 1. Basic Information</th>
<th>Initial</th>
<th>Reclassification</th>
<th>Special Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field/Sub Office:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Officer Name:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Language(s) Used during the Interview:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alien Number:</th>
<th>DOB:</th>
<th>Gender:</th>
<th>F</th>
<th>M</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Last Name:</th>
<th>First Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Part 2. Special Vulnerabilities and Management Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does a Special Vulnerability exist? Inquire, observe, and review all documentation. If based on your assessment the vulnerability exists, select the appropriate boxes below. Also indicate whether there are other management concerns that may affect the custody decision.</td>
</tr>
<tr>
<td>Y</td>
</tr>
<tr>
<td>☐</td>
</tr>
</tbody>
</table>

| ☐ serious physical illness |
| ☐ serious mental illness |
| ☐ disability |
| ☐ elderly |
| ☐ pregnancy |
| ☐ nursing |
| ☐ sole caretaking responsibility |
| ☐ risk based on sexual orientation/gender identity |
| ☐ victim of persecution/torture |
| ☐ victim of sexual abuse or violent crime |
| ☐ victim of human trafficking |
| ☐ other (specify): |

Provide further explanation as necessary:

*If any boxes are checked, consult with the local ICE Field Office regarding appropriate placement and other management considerations, and record the date and time of consultation here:*
### Part 3. Custody Classification Worksheet

#### 1 Severity of Charge/Conviction Associated with the ICE Encounter
(Use Appendix 2.2.C Severity of Offense Scale)

<table>
<thead>
<tr>
<th>None</th>
<th>Low</th>
<th>Moderate</th>
<th>High</th>
<th>Highest</th>
<th>Enter the score here:</th>
</tr>
</thead>
</table>

#### 2 Single Most Serious Conviction in the Individual’s Criminal History (Excluding Item 1)

<table>
<thead>
<tr>
<th>See Appendix 2.C</th>
<th>None</th>
<th>&gt;15 Years</th>
<th>10-15 Years</th>
<th>5-10 Years</th>
<th>&lt; 5 Years</th>
<th>Enter the score here:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moderate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3 Additional Prior Convictions (Excluding Items 1 and 2)

<table>
<thead>
<tr>
<th>None</th>
<th>1-2 misdemeanors, no felonies</th>
<th>3-4 misdemeanors, or 1 felony</th>
<th>5 or more misdemeanors, or 2 felonies</th>
<th>Enter the score here:</th>
</tr>
</thead>
</table>

#### 4 Supervision History

<table>
<thead>
<tr>
<th>None</th>
<th>Walk-away or attempted escape from an unsecured facility, absconding, bond breach, violations of prior voluntary departure orders or conditions of supervision, or prior revocation of supervision</th>
<th>Escape or attempted escape from a secure facility</th>
<th>Enter the score here:</th>
</tr>
</thead>
</table>

#### 5 Security Threat Group (STG)

<table>
<thead>
<tr>
<th>The individual has no known membership or affiliation with an STG</th>
<th>The individual is a member of an STG</th>
<th>Enter the score here:</th>
</tr>
</thead>
</table>

#### 6 History/Pattern of Violence (Two or more arrests)

<table>
<thead>
<tr>
<th>15 or more years ago</th>
<th>Over 10 years and less than 15 years ago</th>
<th>Over 5 years and less than 10 years ago</th>
<th>Within the last 5 years</th>
<th>Enter the score here:</th>
</tr>
</thead>
</table>

#### 7 Number of Sustained Disciplinary Infractions Involving Violence or Behavior Representing a Threat to the Facility (Institution(s))

<table>
<thead>
<tr>
<th>None</th>
<th>One</th>
<th>Two</th>
<th>Three or more</th>
<th>Enter the score here:</th>
</tr>
</thead>
</table>

**Total Custody Classification Score _____**
<table>
<thead>
<tr>
<th>Custody Level Guideline Ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>If there is no arrest or conviction for a violent offense, use this table.</td>
</tr>
<tr>
<td>Low Custody</td>
</tr>
<tr>
<td>Medium-Low Custody</td>
</tr>
<tr>
<td>Medium-High Custody</td>
</tr>
<tr>
<td>High Custody</td>
</tr>
<tr>
<td>If the person has an arrest or conviction for a violent offense, use this table.</td>
</tr>
</tbody>
</table>

If the Officer makes a custody recommendation outside of the custody level guideline ranges above, provide the rationale and include aggravating/mitigating circumstances that were considered in the decision:

<table>
<thead>
<tr>
<th>Recommendation Outside the Guideline Ranges</th>
<th>Low</th>
<th>Medium-Low</th>
<th>Medium-High</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer Signature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the section below, check the custody level of the individual’s housing assignment, following the guidance provided in the instructions, F. Housing Assignment.

For purposes of housing medium-custody individuals with low-or high level custody individuals, use the following guidelines:

Medium-Low may be housed with low custody individuals;

Medium-High may be housed with high-custody individuals; but,

Low custody individuals may never be housed with high-custody individuals, or medium custody individuals who have any history of assaultive or combative behavior.

If the individual is to be placed in administrative segregation, a copy of the administrative segregation order shall be immediately provided to the Field Office Director or his designee, as required by Standard 2.12 “Special Management Units.”

<table>
<thead>
<tr>
<th>Final Housing Assignment Custody Level</th>
<th>Low</th>
<th>Medium-Low</th>
<th>Medium-High</th>
<th>High</th>
<th>Administrative</th>
</tr>
</thead>
</table>

If the Supervisor decides to override the Officer’s custody level recommendation, provide the rationale below:

<table>
<thead>
<tr>
<th>Supervisor Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
Appendix 2.2.B: Instructions for Completing the ICE Custody Classification Worksheet

1. Introduction

Each facility is required to have a formal detainee classification system that starts at admission and is based on verifiable and documented information.

“Classification” and “reclassification” are initial and periodic staff reviews, not only of a detainee’s custody classification, but of that detainee’s general case status, disciplinary record, housing, special needs, adjustment to institutional living, opportunities for voluntary work assignments, and general well-being.

Custody classification is a process of categorizing detainees as low, medium or high custody and housing them accordingly. The ICE Custody Classification Worksheet, attached as Appendix 2.2.A, is designed to systematically document and score information about each detainee in order to produce a total custody classification score that may be used, in conjunction with professional experience and judgment, to guide classification decisions.

The factors considered for custody classification closely align with the “public safety factors” that are part of the broader ICE intake risk assessment and classification process that often begins even before a detainee’s arrival at a detention facility.

While the protection of detainees, staff, contractors, volunteers and the community from harm is an important consideration in determining a detainee’s custody classification, a decision about where and how to house a detainee is also based on the detainee’s physical and mental health and other important factors relating to a detainee’s special needs, which are referred to as “special vulnerabilities” or “management concerns.”

2. Specific Instructions for Completing the ICE Custody Classification Worksheet

A. Basic Information – Part 1

Check the appropriate box to indicate whether the form is being completed for:

- Initial classification
- Reclassification. (The first reclassification assessment should be completed 60 to 90 days after the initial classification. Subsequent reclassification assessments should be completed at 90 to 120-day intervals.)
- Special reclassification (see standard “2.2 Custody Classification System”).

Enter the Field/Sub Office, facility and date.

Enter the name of the classification officer and the language(s) used during the interview.

Enter the detainee’s alien number, last name, first name, date of birth, and gender.

B. Special Vulnerabilities and Management Concerns – Part 2

Special vulnerabilities and management concerns should be taken into account in assigning levels of detention custody.

The classification officer should inquire about and remain alert to signs of any special vulnerability or management concern that may affect the custody determination. Special vulnerabilities may include disability, serious medical or mental health needs, risk based on sexual orientation or gender identity, advanced age, pregnancy, nursing, sole caretaking responsibilities, or victimization, including individuals who may be eligible for relief related to the Violence Against Women Act (VAWA), victims of crime (U visa), or victims of human trafficking (T visa). (To detain individuals
confirmed to have vulnerabilities, ICE Officers must prior to the individual’s arrival at the facility have obtained concurrence from the Field Office Director (FOD) and sent a significant event notice (SEN) to Headquarters.

Use the boxes provided to check any vulnerability that applies, and provide an explanation if necessary. If any boxes are checked, consult with the local ICE Field Office regarding appropriate placement and other management considerations.

C. Custody Classification Scoring – Part 3

Item 1—Severity of Charge/Conviction Associated with the ICE Encounter.

Determine the charge or conviction, if any, that is associated with the individual’s current ICE encounter, and locate it or a similar offense in “Appendix 2.2.C: Severity of Offense Scale” to determine if it is in the “Low,” “Moderate,” “High,” or “Highest” category. If more than one charge or conviction is involved, choose only the most serious charge/conviction that led to the encounter by consulting the Severity of Offense Scale.

Identify the score associated with the severity category into which the individual’s most serious offense falls.

Enter the score in the field provided.

If the individual was last booked and returned to custody for a parole or probation violation, the severity of the current charge/conviction should be based on the offense(s) for which parole or probation was granted.

Item 2—Single Most Serious Conviction in the Individual’s Criminal History.

Excluding the entry in Item 1, determine the individual’s most serious prior conviction under “Appendix 2.2.C: Severity of Offense Scale” to determine if it or a similar offense is in the “Low,” “Moderate,” “High,” or “Highest” category.

Separate convictions for multiple crimes should be considered independently of each other, regardless of whether they occurred on the same date.

Based on how long ago this conviction occurred, use the table located on the ICE Custody Classification Worksheet to assign a score. For example, if an individual was convicted of burglary with an assault, this would be a “Highest” offense and the row labeled “Highest” on the ICE Custody Classification Worksheet would be used. If the individual was convicted of this offense less than 5 years from the date this form is being completed, then the individual would receive a score of 

If the individual’s most serious conviction is trespass, this would be a “Low” offense according to “Appendix 2.2.C” and the row labeled “Low” on the ICE Custody Classification Worksheet would be used. If the individual was convicted of this offense within 10-15 years of the date this form is being filled out, then the individual would receive a score of 0.

If the individual has no record of prior convictions, enter 

Enter the score in the field provided.

Item 3—Additional Prior Convictions Excluding Items 1 and 2.

Use the ICE Custody Classification Worksheet to score all other misdemeanor and felony convictions that have not been scored in Items 1 and 2 (including all separate convictions obtained for multiple crimes, regardless of whether they occurred on the same date).

Select the highest score applicable to the individual’s history of additional prior convictions. For instance, if the individual has been convicted of 2 misdemeanors and 1 felony, a score of 

(Revised December 2016) (As Modified by February 2013 Errata)
1) should be assigned.

Item 4—Supervision History.

Escapes from correctional settings or programs should be counted if the individual was found guilty of the escape or escape attempt by an institutional disciplinary committee, regardless of court prosecution or conviction status. Do not consider any escapes or attempts scored in Item 1.

With regard to "violations of prior voluntary departure orders," an individual should be scored points only if he/she has repeated failures to appear for his/her immigration hearings. Do not include a single failure to appear for an immigration hearing.

Enter the score corresponding to the individual’s most serious escape attempt in the field provided.

Item 5—Security Threat Group.

**Security Threat Group (STG)**

A Security Threat Group (STG) member is any individual, who through association, ideology, self-identification, identifying symbol(s), or activities and/or conduct (both inside and outside custodial environments), is known to pose a threat to the safety of the community, the security of ICE staff, ICE facilities, and/or those in ICE custody.

**Security Threat Group (STG) Examples**

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

Enter if there is no known affiliation or membership.

---

**Item 6 — History/Pattern of Violence**

If the individual has two or more prior arrests for violence against the person, use Item 6 to score those arrests. The less recent the occurrence of the arrests, the lower the score. Use the most recent arrest to calibrate the time period. If the more recent of the two arrests occurred within the last 5 years, score this item as a . If the more recent of the two arrests occurred over 5 years ago, and less than 10 years ago, score the item as a . If the more recent of the two arrests occurred more than 10 years ago, and less than 15 years ago, score this item as a . If the arrest occurred more than 15 years ago, score this item as a .

**Item 7 — Number of Sustained Institutional Disciplinary Infractions**

Sustained disciplinary infractions should be counted if they involved violence or behavior representing a threat to the facility. Using records from a current period of ICE detention and/or prior periods of detention or imprisonment, calculate and enter the appropriate number of points. As a general matter disciplinary offenses that involve violence or behavior representing a threat to the facility are those listed in the “Greatest” and “High” offense categories in standard “3.1 Disciplinary System”, Appendix 3.1.A. These offenses are also listed in Appendix 2.2.D. If no information is available, check the box and score Item 7 as .

**D. Total Custody Classification Score**

Add the points in Items 1 through 7 to calculate the detainee’s total custody classification score.

**E. Classification Officer’s Recommended Custody Level**

In the area designated “Custody Level Guideline”
Ranges,” check the box that corresponds to the value entered for the total custody classification score. If the detainee has no violent conviction, use the following scoring ranges. If the total score is ☐, check the Low Custody box. If the total score is ☐, check the Medium-Low Custody box. If the total score is ☐, check the Medium-High Custody box. If the total score is ☐ or more, check the High Custody Box. If the detainee has a violent conviction, use the following scoring ranges. If the detainee’s total score is ☐, check the Medium-High Custody box. If the total score is ☐ or more, check the High Custody box.

If a decision is made to recommend a custody level that falls outside of the ranges prescribed by the worksheet, note in the space provided the aggravating/mitigating or other circumstances that justify that decision. The space should also be used for any other matters the classification officer would like to document or call to the attention of the supervisor with regard to the detainee’s custody classification and housing.

In the area designated “Recommendation Outside the Guideline Ranges,” check the custody level box that corresponds to the custody level recommendation made that differs from that prescribed by the Custody Level Guideline Ranges.

F. Housing Assignment

In the area designated “Final Housing Assignment Custody Level,” check the level of custody of the individual’s housing assignment.

If the detainee is to be placed in administrative segregation, a copy of the administrative segregation order shall be immediately provided to the Field Office Director or his designee, as required by Standard 2.12 “Special Management Units.”

For purposes of housing medium-custody individuals with low or high level custody individuals, use the following guidelines:

Medium-Low may be housed with low custody individuals;

Medium-High may be housed with high-custody individuals; but,

Low custody individuals may never be housed with high-custody individuals, or medium custody individuals who have any history of assaultive or combative behavior.

ICE may periodically provide additional recommendations and guidance.

G. Supervisory Approval

In the area designated “Supervisor Signature,” the supervisor should sign and date the ICE Custody Classification worksheet indicating his/her approval of the decisions recorded in this worksheet.
Appendix 2.2.C: Severity of Offense Scale

I. HIGHEST

II. HIGH

III. MODERATE

IV. LOW
Appendix 2.2.D: Disciplinary Offenses Involving Violence or Behavior Representing a Threat to the Facility

I. “Greatest” Offense Category

II. “High” Offense Category

security or orderly running of the facility (conduct must be of the greatest severity; this charge is to be used only if another charge of greatest severity is not applicable)
2.3 Contraband

I. Purpose and Scope

This detention standard protects detainees and staff while enhancing facility security and good order by identifying, detecting, controlling and properly disposing of contraband.

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. Contraband shall be identified, detected, controlled and disposed of properly.

2. Detainee personal property that would be considered contraband within the facility shall be mailed to a third party or stored until the detainee’s release, unless that property is illegal to possess or constitutes a threat to safety or security.

3. Contraband that may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored with a documented chain of custody.

4. Any facility-approved auxiliary aids, services, or items used by a detainee with a disability shall not be considered contraband.

5. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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, telecommunication 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 the standard on

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 2C-01, 2C-02, 2C-06.

ICE/ERO Performance-based National Detention Standards 2011:
- “2.5 Funds and Personal Property”; and
- “6.2 Grievance System.”

V. Expected Practices

A. “Hard” and “Soft” Contraband

Contraband is anything detainees are not authorized to have in their possession.

1. A detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.

   Hard contraband includes, but is not limited to, any item that:
   - is inherently dangerous;
   - is a tool or device that could be used to escape; or
   - may otherwise interfere with security, safety, or the good order of facility operations.

   Examples of hard contraband include:
   - tools that could aid in an escape (e.g., ropes, keys);
   - ammunition or explosives;
   - combustible or flammable liquids;
   - hazardous or poisonous chemicals and gases;
   - weapons;
   - intoxicants;
   - currency (where prohibited); and
   - narcotics and other controlled substances not dispensed or approved by the medical department, not used as prescribed, or in the possession of a detainee other than the person for whom it was prescribed.

   Staff shall consult the facility pharmacist or other health services staff members when uncertain about whether a prescribed medication represents contraband.

   Medicine the detainee brings into the facility upon arrival shall be forwarded to the facility medical staff for disposition as specified under standard “4.3 Medical Care.” Only replacement medication duly approved by the facility medical staff shall be returned to the detainee.

2. Soft contraband includes, but is not limited to, “nuisance” items that do not pose a direct and immediate threat to safety or security, but which have the potential to create dangerous or unsanitary conditions in the facility (e.g., excess papers that create a fire hazard; food items that are spoiled or retained beyond the point of safe consumption).

   If excessive authorized legal materials create a fire hazard, the facility shall provide an alternate storage area accessible to the detainee.

B. Procedures for Handling Contraband

All facilities shall have written policies and procedures for handling contraband, including the seizure of contraband, disputed ownership, detainee or government property defined as contraband, and the preservation, inventory, and storage of contraband as evidence of a crime. Facilities shall ordinarily consult a religious authority before confiscating a religious item deemed “soft” contraband.
Any facility-approved auxiliary aids, services, or items used by a detainee with a disability shall not be considered contraband.

1. Seizure of Contraband

Staff shall seize contraband:

a. Found in the physical possession or living area of a detainee (including a detainee awaiting voluntary return);

b. Found in common areas;

c. Found in incoming or outgoing mail;

d. Discovered during admission in-processing; and

e. Found in transport vehicles.

Exceptions may occur only upon written authorization of the facility administrator.

2. Religious Items

The facility administrator shall ordinarily consult a religious authority before confiscating a religious item that is deemed “soft” contraband (see also standard “5.5 Religious Practices”).

3. Disputed Ownership

When a detainee’s claimed ownership of potential contraband material is in question, staff shall:

a. inventory and store the items pending verification of ownership; and

b. provide the detainee with a copy of the inventory as soon as practicable, and place a second copy in the detainee’s detention file. The detainee shall have seven days following receipt of the inventory to prove ownership of the listed items.

Staff shall deny claims:

a. arising from the unauthorized use of government property; and

b. for any item acquired, without authorization, from another detainee.

4. Detainee Property Defined as Contraband

Staff shall seize all hard and soft contraband. In the event that the contraband is not illegal to possess under criminal statutes and would not otherwise pose a threat to security, staff shall inventory and provide a receipt for the property. At the detainee’s request, the staff will mail the property to a third party, or store it with the detainee’s other stored personal property, in accordance with standard “2.5 Funds and Personal Property.” If a detainee chooses not to provide an appropriate mailing address within 30 days, or is unable to pay the postage, the facility administrator after ICE/ERO concurrence, and after providing the detainee with written notice of the intent to destroy the property along with information on how to retain the property in question, may dispose of the property in accordance with the section on “Destruction of Contraband” below in this standard. If a detainee cannot establish ownership, staff shall attempt to resolve the matter. If ownership cannot be reasonably established, the property may be destroyed, as also described below in this standard.

5. Evidence of a Crime

Contraband that is illegal to possess or may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored with a documented chain of custody, and shall be reported to the appropriate law enforcement authority for action and possible seizure, destruction or disposition of contraband is detailed under standard “2.5 Funds and Personal Property.”

6. Government Property

Contraband which is government property shall be retained as evidence for possible disciplinary action or criminal prosecution, after which, as
appropriate, it may be:

a. returned to the issuing authority;
b. returned to normal stock for reissue; or
c. destroyed, with the approval of the facility administrator.

C. Destruction of Contraband

The facility administrator shall establish a procedure for the destruction of contraband items. Contraband may be destroyed when no longer needed for disciplinary action or criminal prosecution. It may also be kept for official use, such as use as a training tool, if secured in the facility armory when not in use.

1. The Chief of Security, or equivalent, shall determine whether an item shall be destroyed.

2. The Chief of Security shall send the facility administrator a memorandum, through official channels, describing what is to be destroyed and the rationale for destruction.

3. The facility administrator shall require that an item of questionable ownership be held for 120 days before its destruction can be considered, to afford the detainee ample opportunity to obtain proof of ownership and appeal the decision in accordance with standard “6.2 Grievance System.”

Where disciplinary action is appropriate, the facility administrator shall defer his/her decision about the property until the disciplinary case, including any appeals, is resolved.

4. The officer who physically destroys the property and at least one official observer shall attest, in writing, to having witnessed the property’s destruction.

5. A copy of the property disposal record shall be given to the detainee, and another copy shall be placed in the detainee’s detention file.

D. Canine Units

Canine units (in facilities that have them) may be used for contraband detection, but their use for force, control, or intimidation of detainees is prohibited, in accordance with standard “2.15 Use of Force and Restraints.”

Any facility that has a canine unit shall establish a clear and detailed written policy and procedures governing the circumstances in which canine units may be used, in regard to ICE/ERO detainees.

Canines shall not be used in the presence of ICE detainees.

E. Notice to Detainees

The detainee handbook, or equivalent, shall notify detainees in a language or manner that they understand relative to:

1. The facility’s rules and procedures governing contraband; and

2. The applicability of standard “2.5 Funds and Personal Property,” as it relates to contraband.
2.4 Facility Security and Control

I. Purpose and Scope

This detention standard protects the community, staff, contractors, volunteers and detainees from harm by ensuring that facility security is maintained and events which pose risk of harm are prevented.

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 facility administrator shall develop and document comprehensive detainee supervision guidelines, as well as a comprehensive staffing analysis and staffing plan, to determine and meet the facility’s detainee supervision needs; these shall be reviewed and updated at least annually.

2-3. Facility security and safety will be monitored and coordinated by a secure, well-equipped, and continuously staffed control center.

3-4. The facility’s perimeter will ensure that detainees remain within and that public access is denied without proper authorization.

4-5. Information about routine procedures, emergency situations, and unusual incidents will be continually recorded in permanent post logs and shift reports.

5-6. Facility safety, security and good order, including the safety, health and well-being of staff and detainees, will be enhanced through ongoing observation, supervision, and personal contact and interaction between staff and detainees.

6-7. Special security and control measures will consistently be applied to Special Management Unit entrances.

8. Facility safety, security and good order will be enhanced through frequent and documented staff inspections of detainee-occupied and unoccupied areas.

7.9. 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 notetakers, 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.

III. Standards Affected

This detention standard replaces “Facility Security and Control” dated 12/2/2008.

IV. References


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

- “2.3 Contraband”;
- “2.5 Funds and Personal Property”;
- “2.7 Key and Lock Control”;
- “2.8 Population Counts”;
- “2.9 Post Orders”;
- “2.12 Special Management Units”;
- “2.15 Use of Force and Restraints”;
- “2.14 Tool Control”;
- “5.1 Correspondence and Other Mail”;
- “5.7 Visitation”; and
- “6.2 Grievance System.”


V. Expected Practices

A. Detainee Supervision and Monitoring

Security Staffing

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 assault, other forms of violence or harassment, and to prevent significant self-harm and suicide. Security staffing shall be sufficient to maintain facility security and prevent or minimize events that pose a risk of harm to persons and property.

The facility administrator shall develop and document comprehensive detainee supervision guidelines, as well as a comprehensive staffing analysis and staffing plan, to determine and meet the facility’s detainee supervision-security needs based on a comprehensive staffing analysis and a staffing plan that is these shall be reviewed and updated at least annually. Essential posts and positions shall be filled with qualified personnel.

In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility administrator 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 as well as other incidents reflecting on facility security and detainee safety, the findings and recommendations of sexual abuse incident review reports or other findings reflecting on facility security and detainee safety, the length of time detainees spend in agency custody, and any other relevant factors.

At least one male and one female staff member shall be on duty at all times in a facility housing both male and female detainees.

All security posts shall be guided by standard “2.9 Post Orders.”
B. Control Centers

Each facility shall have a secure control center that is staffed continuously, 24/7. Control center staff shall monitor and coordinate facility security, life-safety and communication systems.

The Chief of Security shall carefully screen officers for the highly responsible control center post assignment(s). The Control officer’s responsibilities include (but are not limited to) key control, count procedures and public-address-system operations. The standards on “Key and Lock Control” and “Population Counts” detail requirements for key control and counts.

The facility administrator shall establish procedures to implement the following control center requirements:

1. round-the-clock staffing;
2. limited staff access;
3. no detainee access (in a control center, staff must perform cleaning duties that elsewhere in the facility may ordinarily be assigned to detainees);
4. round-the-clock communications;
5. maintenance of a list of the current home and cell phone numbers of every staff member assigned to the facility, including administrative/support services staff members, all situation response team members (SRTs), hostage negotiation team member (HNTs) and applicable law enforcement agencies. If any staff member is inaccessible by phone, other means of off-duty contact approved by the facility administrator, such as a pager number or e-mail address, may be listed; the list shall:
   a. be on file in both the control center and the shift supervisor’s office;
   b. be maintained in a secure file;
   c. be used for emergency recall or urgent business only;
   d. be updated at least quarterly; and
   e. 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 shall 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.”

6. round-the-clock accountability for equipment; and
7. a watch call system (officer safety checks) to the control center by all staff, ordinarily to occur every half-hour between 6:00 P.M. and 6:00 A.M. Individual facility policy may designate another post to conduct watch calls. Any exception to exempt staff from making watch calls as described in this standard requires the approval of the facility administrator.

C. Perimeter Security

1. Front Entrance

The facility’s front entrance shall be a controlled access point. Entrance into the secure perimeter shall be controlled by a sally port (or equivalent with electronic interlocking doors or grilles) to prevent unauthorized entry or exit.

Staff assigned to the front entrance post shall be selected and expected to present a neat and professional appearance, exercise public relations skills of courtesy and tact, and interact and communicate easily and effectively with diverse people. Front entrance staff is expected to uphold these responsibilities while also maintaining security and enforcing regulations.
a. Identification and Searches
The officer assigned to this post shall check the identification documents of every visitor, employee and other person entering or leaving the facility. No adult visitor may be admitted without government-issued photo identification.

b. Record
1) The post officer shall maintain the visitor logbook, a bound ledger in which all non-staff visits are to be recorded.
2) Every entry in the logbook shall identify the person or department visited, date and time of the visitor's arrival, purpose of visit, unusual requests and time of departure.
3) The entry for a person visiting a detainee shall also include the name and A-number of the detainee being visited, and the address and relationship to the detainee. The post officer shall require the visitor to print and sign his/her name in the visitor logbook.
4) All ICE/ERO employees shall wear ICE/ERO-issued identification cards (to include photograph and name). The facility shall maintain a tracking mechanism for all staff permanently stationed at the facility. This mechanism shall include a process to rapidly verify all staff entering and leaving the perimeter.
5) The facility administrator shall establish procedures for tracking the arrivals and departures of contract employees. However, the main gate/front entrance officer shall maintain a separate file of contract employee Forms G-74, or equivalent, laminated, with photograph, issue date, expiration date (if applicable), and the facility administrator's signature.

c. Visitor Passes

The facility administrator shall establish procedures for issuing color-coded visitor passes to all visitors entering the facility via the main gate/front entrance. Visitors must prominently display this pass on an outer garment, where it is visible (at a glance) to staff.

The post officer shall check the validity of the identification. In exchange for the photo-identification card (e.g., driver's license, student ID card), the post officer shall issue the visitor a color-coded pass, provided the photo resembles the visitor closely enough to identify the visitor. The visitor must leave his/her photo-identification card with the post officer until the end of the visit, marked by the time-out entry in the logbook.

The post officer shall hold all visitor identification cards at the main gate front entrance, for the following security reasons:
1) to account for visitors in the event of an emergency (e.g., medical, fire, hostage situation, or other incident);
2) as a check on logbook data; and
3) as a disincentive for criminal or disruptive behavior (e.g., distributing drugs or other contraband; inciting an internal disturbance or riot, etc.).

d. Blue Visitor Passes (or color-coded equivalent)
ICE/ERO employees not permanently stationed at the facility, and official visitors from other Department of Homeland Security agencies, shall receive “blue” passes. Visitors with blue passes do not need, but may request, escorts.

The post officer shall record every official visitor's arrivals and departures in the visitor logbook, including the person or department visited, date and time of visitor's arrival, purpose of visit, unusual requests and time of
departure.

To save time, all ICE/ERO employees with frequent business at the facility but stationed elsewhere shall complete a G-74 form, or equivalent, for the front-entrance personal data card file.

e. **Yellow Visitor Passes** (or color-coded equivalent)

Law enforcement officers not directly connected with ICE/ERO, vendors and other persons visiting in an official capacity shall receive “yellow” passes. Their visits shall be recorded in the visitor logbook. Escorts are required for visitors with yellow passes.

f. **Orange Visitor Passes** (or color-coded equivalent)

“Orange” passes shall be distributed to contractual construction service personnel, including:

1) representatives of the Army Corps of Engineers, and

2) contractors, including sub-contractors, employees, laborers, supervisors, etc.

Each facility administrator shall require such persons to identify themselves, consistent with the photo-ID requirements stated above in the standard, and shall devise procedures for issuing construction visitor passes, including requirements for each visitor to display his/her pass. Procedures will also provide for a listing of facility areas where construction visitors are authorized to be present and to work. Visitors with orange visitor passes must be escorted.

g. **Red Visitor Passes** (or color-coded equivalent)

Non-official persons visiting detainees or visiting the facility, regardless of affiliation, shall receive “red” passes. The post officer shall enter their visits in the visitor logbook as specified under the “Record” section of this standard. Escorts are required for visitors with red passes.

If a visitor leaves the facility without surrendering the visitor pass and retrieving his/her identification card, the post officer shall photocopy the identification card and attach it to a memo to the shift supervisor stating the:

1) visitor’s name;

2) visitor’s title (if applicable);

3) person or department visited;

4) time the pass was issued;

5) reason for not retrieving the pass from the visitor and/or not returning the identification card; and

6) other relevant observations (for example, suspicious or emotionally charged behavior, use of rude language, demeanor).

The main gate front-entrance assigned staff member must account for all visitor passes when coming on duty, immediately reporting any discrepancies to the shift supervisor. The post officer is also responsible for monitoring the inventory of visitor passes and identification cards, and reporting to the shift supervisor any unusually long visits (as indicated by an identification card which has yet to be retrieved and/or a missing visitor’s pass which has yet to be returned).

2. Vehicle Entrance

a. Identification

The main-gate front-entrance assigned staff member shall control all (vehicle) traffic entering and leaving the facility. The officer shall check the driver’s license of the driver entering into the facility, regardless of purpose (e.g., visit, delivery), and may require proof of insurance,
especially for vehicles to be driven on the 
grounds. The officer will also check 
the identification of every passenger in the vehicle. 
The officer may admit the vehicle only if 
the license and insurance are valid. While the driver 
is within the facility’s secure perimeter, the 
officer shall hold the driver’s license or 
identification of every person entering 
the facility, as specified under the “Visitor Passes” 
section in this standard.

b. Vehicle Log 
The post officer shall log the following 
information regarding every vehicle: tag number, 
driver’s name, firm represented, purpose of the 
visit (e.g., repairs, delivery, etc.), vehicle 
contents, date, time in, time out and facility 
employee responsible for the vehicle on-site.

c. Controls 
1) The main-gate front-entrance assigned staff 
member shall search the vehicle before it 
Enter or leaves the facility, both to prevent 
the introduction/removal of contraband and to 
prevent the vehicle’s use as a means of 
escape. All drivers making deliveries must submit to a personal search and questioning 
about prohibited and other items considered 
contraband. (For more detailed information, 
see standard “2.3 Contraband”).

2) Any article posing a threat to the facility’s 
security shall be held at the gate or removed 
from facility grounds. The driver of a delivery 
vehicle may be accompanied by one or more 
co-worker(s), but not by unauthorized 
passengers.

3) The facility employee responsible for vehicle 
oversight shall, as escort:
a) walk behind the vehicle;
b) directly supervise loading and unloading;
c) retain the ignition keys, never leaving them 
in the vehicle; and 
d) close windows, lock doors and trunks, 
secure toolboxes, ladders, etc., before 
leaving the vehicle unattended.

4) Before approaching the exit gate, the driver 
shall stop at a spot designated. The gate 
operator shall not allow the vehicle to depart 
until he/she is satisfied that neither the driver 
nor the escorting officer is under duress. With 
that established, officers shall again search 
the vehicle. If a thorough search is impossible 
to conduct, the vehicle shall be unloaded or 
held pending completion of the next official 
count. If the vehicle or vehicular equipment 
must remain inside the compound overnight, 
staff shall render it inoperable.

5) If the post officer has doubts about a person’s 
identity, he/she shall not permit the person to 
exit, pending positive identification.

6) Staff shall handle any legal or special mail 
delivered to the facility for detainees in 
accordance with standard “5.1 
Correspondence and Other Mail”

D. General Population Housing Units 

1. Post Orders and Housing Records 

For each housing unit, the facility administrator 
shall establish written post orders with step-by-step 
procedures, in accordance with standard “2.9 Post 
Orders.” These post orders shall require that 
housing officers maintain a housing unit log for 
recording information regarding routine unit 
operations, as well as unusual and emergency 
incidents.

Housing unit post orders shall follow the event 
schedule format, for example, “0515—Lights on”

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and shall direct the assigned staff member to maintain a unit log of pertinent information regarding detainee activity.

The shift supervisor shall visit each housing area and initial the log on each shift at least once per tour.

2. Supervision and Communication

Security officer posts shall be located in or immediately adjacent to detainee housing units to permit officers to see or hear and respond to emergency situations. Personal contact and interaction between housing staff and detainees shall be expected and required.

As prescribed by standard “2.9 Post Orders,” staff shall observe, supervise and control movement of detainees from one area to another. No detainee may ever be given authority over, or be permitted to exert control over, any other detainee.

The facility administrator, designated assistant facility administrator, supervisors and others designated by the facility administrator shall be required to visit all housing units weekly at minimum to observe living conditions and interact informally with detainees. Such visitors shall record their visits by initialing the housing unit log.

E. Special Management Unit (SMU)

Because Special Management Units are inherently among the most secure areas of any detention facility, special security and control measures are required for these units.

1. Control of Contraband and Tools

Every facility administrator shall establish a written policy and procedures to secure the SMU from contraband.

Items allowed to enter SMUs shall be kept to an absolute minimum. Any item allowed into the unit, including laundry, commissary, food carts and personal property, shall be thoroughly inspected and searched to prevent the introduction of contraband.

In the event that it becomes necessary to introduce tools into the unit, special care shall be taken. Prior to entering, all tools shall be inventoried by the special housing officer. Tools shall be identified and checked against the inventory upon departing to ensure that no tools, hazardous objects, or materials are left in the unit.

2. Control of Entrances

In facilities with the ability to do so, the SMU entrance in regular use shall have a sally port, which shall be operated so that the inner and outer doors cannot both be open simultaneously. Officers on the inside and outside shall independently check the identification of every person going in or out, and each officer must positively confirm a person’s identity before allowing him/her through the door.

Also, in accordance with written procedures established by the facility administrator, these officers shall take precautions to ensure that the person requesting entry or exit is not doing so under duress.

3. Control of Food Carts

Food carts shall be securely locked before leaving the food service area for delivery to the SMU. If this is not possible, a staff escort is required.

4. Control of Keys

Staff assigned to the SMU or SMU visiting area shall have keys to the inner door(s) of the sally port, but not to the outside door(s). Conversely, staff outside the SMU or SMU visiting area shall have keys to the sally port’s outer door(s) but not the inner door(s). Under no circumstances shall one individual hold keys to both the inner and outer doors of the sally port.

F. Security Inspections

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1. Required Written Security Inspection Procedures

Each facility shall establish a comprehensive security inspection system that addresses every area of the facility, specifically including the perimeter fence line and other areas specified below in the standard.

Frequent unannounced security inspections shall be conducted on day and night shifts to control the introduction of contraband; identify and deter sexual abuse of detainees; ensure facility safety, security and good order; prevent escapes; maintain sanitary standards; and eliminate fire and safety hazards. 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.

Each officer who assumes a post assignment shall conduct a security check of the area, record the results in the post logbook, and prepare and submit maintenance work requests as necessary.

Documentation of all daily inspections—shift, area and post—is required. Completed inspection forms, along with the schedule of inspections shall be submitted to the Chief of Security. The daily inspection plan shall also provide guidelines for security-feature checks and for reporting security concerns, vulnerabilities and inconsistencies, such as inoperable security cameras.

The facility administrator shall identify the staff member responsible for the oversight of the facility’s daily security inspection process.

Normally, the shift supervisor (or equivalent) shall handle this responsibility, under the Chief of Security (or equivalent). The shift supervisor or designee shall review all search and inspection documentation.

The shift supervisor or designee shall report recurrent maintenance work problems to the department head and/or assistant facility administrator. Such problems include, for example, unresponsiveness to work orders, failure to take corrective action, and/or failed attempts to resolve a problem within a reasonable timetable.

2. Perimeter Inspections

Perimeter inspections shall occur frequently, but at as follows.

a. 

b. Once per shift or daily, at the facility administrator’s discretion, locations on the

c. checked by the assigned staff member(s):

1) 

2) 

d. The facility maintenance supervisor and Chief of Security shall check the

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(Revised December 2016) (As Modified by February 2013 Errata)
documenting the results in the shift supervisor’s daily log.

3. Housing Units

Each facility administrator shall establish a written policy and procedures for housing unit and personal area searches and the use of canine units. [Redacted] may be used only for contraband detection. [Redacted] shall not be used for force, control or intimidation of detainees (see standard “2.15 Use of Force and Restraints”).

a. Searches of Detainee Housing Areas

Staff may search a detainee’s housing area and personal items without prior notice, without detainee approval and without the detainee being present. Housing area searches shall take place irregularly, so as not to establish a predictable pattern.

For a cell search, staff shall remove the detainee from the cell. Staff must pay particular attention to...

[Redacted]

After the search, staff shall restore all items as close as possible to their original order.

b. Search Log

Each housing unit, including the SMU, shall document cell and area searches in a search log that registers the date, time and findings, including location where contraband was found, type of contraband and the searching officers’ names.

4. Searches of Utility Areas

Staff shall conduct [Redacted] housing areas. These searches shall occur at least once per shift.

5. Searches of Shops and Buildings

Assigned staff shall routinely inspect all areas of the facility, at [Redacted] according to [Redacted]. For searches of areas with specialized equipment or supplies, the [Redacted] shall be present to ease access to locked areas and to help determine the status of any questionable items.

Staff shall document these searches in a logbook maintained by the shift supervisor.

G. Detainee-on-Detainee Physical Assaults

The facility administrator shall ensure that the FOD is notified of any physical assault on an ICE detainee by another detainee or inmate housed at the facility. This includes one or more detainees or inmates engaging in an act of violence against another ICE detainee or the intentional attempt to harm that detainee through force or violence, regardless of whether injury results or a weapon is used. The facility shall ensure a thorough investigation of any incidents of physical assault perpetrated on an ICE detainee, consistent with the requirements of Standard 3.1 “Disciplinary System.”

H. Staff-on-Detainee Physical Assaults

The facility administrator shall ensure that the FOD is notified of any incident or allegation of a physical assault perpetrated by staff against a detainee. This includes any incident or allegation of facility staff engaging in an act of violence against a detainee, or any intentional attempt to harm that detainee through force or violence, regardless of whether injury results or a weapon is used. The facility shall ensure a thorough investigation of any incident or allegation of staff-on-detainee physical assault, and
staff determined to have perpetrated a physical assault on a detainee shall be appropriately disciplined; the results of the investigation shall be transmitted to the FOD.

I. Staff Misconduct

The facility administrator shall ensure that the FOD is promptly notified of any incident or allegation of staff misconduct if that misconduct relates to treatment of ICE detainees, to the security or safety of the facility, or to compliance with detention standards or the provisions of the facility’s contract with ICE. Note that Standard 6.2 “Grievance System” also requires that ICE be notified of any allegation of staff misconduct that is contained in a detainee grievance.
2.5 Funds and Personal Property

I. Purpose and Scope

This detention standard ensures that detainees’ personal property, including funds, valuables, baggage and other personal property, is safeguarded and controlled, and that contraband does not enter a detention 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 also 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 security, safety and good order of each facility shall be maintained through an immediate search of each newly admitted detainee’s property.

2. Each detainee’s funds, valuables, baggage and personal property shall be inventoried, receipted, stored and safeguarded for the duration of their detention.

3. Each detainee shall be informed of what funds and property may be retained in his/her possession, and of procedures to report missing or damaged property.

4. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Funds and Personal Property” dated 12/2/2008.
IV. References


ICE/ERO Performance-based National Detention Standards 2011: “2.3 Contraband.”

V. Expected Practices

A. General

All detention facilities are required to have written policies and procedures to:

1. account for and safeguard detainee property from time of admission until date of release;
2. inventory and receipt detainee funds and valuables;
3. inventory and receipt detainee baggage and personal property (other than funds and valuables);
4. inventory and audit detainee funds, valuables and personal property;
5. return funds, valuables and personal property to detainees being transferred or released and
6. provide a way for a detainee to report missing or damaged property.

In many facilities, detainee funds are deposited in the detainee’s commissary or canteen account. Any facility without a commissary shall provide:

1. a cash box for currently held detainee funds, which can be accessed only by designated supervisor(s) and/or property officer(s);
2. valuable-property envelopes, which can be accessed only by designated supervisor(s) and/or property officer(s) or
3. a dedicated safe for the cash box and property envelopes.

All facilities, at a minimum, shall provide:

1. a secured locker for holding large valuables, which can be accessed only by designated supervisor(s) and/or property officer(s) and
2. a baggage and property storage area that is secured when not attended by assigned admissions processing staff.

Both the safe and the large-valuables locker shall either be kept in the shift supervisor’s office or otherwise secured in an area accessible only to the shift supervisor.

The baggage and property storage area shall be maintained in a clean and orderly manner and inspected as often as necessary to protect detainee property.

B. Contraband

In accordance with standard “2.3 Contraband,” if any unauthorized personal property is contraband, it must be surrendered to staff for securing, receipting and inventorying.

C. Notice to Detainees

The detainee handbook or equivalent shall notify the detainees of facility policies and procedures related to personal property, including:

1. which items, including cash they may retain in their possession;
2. that, upon request, they shall be provided an ICE/ERO-certified copy of any identity document (e.g., passport, birth certificate), which shall then be placed in their A-files;
3. the rules for storing or mailing property not allowed in their possession;
4. the procedure for claiming property upon release, transfer, or removal;
5. the procedure for filing a claim for lost or damaged property and
6. access to detainee personal funds to pay for legal services.

D. Admission

Staff shall search all arriving detainees’ personal property.

Staff shall search and inventory detainee property only in the presence of the detainee(s), unless instructed otherwise by the facility administrator.

Medical staff shall determine the disposition of all medicine accompanying an arriving detainee.

Standard operating procedure shall include obtaining a forwarding address from every detainee for use in the event that personal property is lost or forgotten in the facility after the detainee’s release, transfer, or removal.

E. Limitations on Possession of Funds and Personal Property

1. The facility administrator shall establish whether a detainee may keep cash in his/her personal possession while in detention and, if so, how much cash each detainee may keep.

2. Detainees may keep a reasonable amount of personal property in their possession, provided it poses no threat to detainee safety or facility security. Detainees shall be granted an opportunity to store excess property with a third party or, with the facility administrator’s permission, in the facility’s personal property storage area.

3. Identity documents (e.g., passports and birth certificates) are held in each detainee’s A-file. Upon request, staff shall provide the detainee a copy of a document, certified by an ICE/ERO official to be a true and correct copy.

4. For each housing area, the facility administrator shall designate a storage area for storing detainee personal property.

Each detainee shall be permitted to keep in his/her possession reasonable quantities of the following, as long as a particular item does not pose a threat to the security or good order of the facility:

1. small religious items including religious jewelry items;
2. religious and secular reading material (softbound) and correspondence;
3. legal documents and papers, including property receipts;
4. up to ten photographs measuring no more than 5” x 7”;
5. prescription glasses;
6. dentures;
7. personal address book or pages;
8. wedding ring; and/or
9. other item(s) approved by the facility administrator or chief security officer.

Examples of items detainees may not retain include the following:

1. cash in excess of the established facility limit;
2. any negotiable instrument;
3. jewelry, other than small religious items and wedding rings;
4. other items of value, for example, cameras, radios, stereos;
5. personal clothing and hygiene items when the facility provides them;
6. drugs and medications not prescribed or authorized by facility medical staff and
7. prohibited publications, including but not limited
to: publications depicting activities that present a substantial risk of physical violence or group disruption (e.g., material dealing with self-defense, weaponry, armaments, explosives, or incendiary devices); publications containing sexually explicit material; or publications describing the production of drugs, alcohol, or weapons.

Every housing area shall have lockers or other securable space for storing detainees’ authorized personal property. The amount of storage space shall be proportional to the number of detainees assigned to that housing area.

Space constraints may cause the facility administrator to limit the number of newspapers, magazines, etc., allowed to each detainee.

F. Excess Property

To prevent overcrowding and related storage problems, staff shall encourage detainees to send extra suitcases, televisions and other “soft” (not illegal or dangerous) contraband to a third party of his/her choosing.

1. The facility may make shipping arrangements for a detainee requiring such help.

2. If a detainee does not provide an appropriate mailing address within 30 days of entry, the facility may make reasonable accommodations to store the property until the detainee’s removal or release. Ordinarily the amount stored may not exceed 40 pounds.

3. If a detainee does not provide an appropriate mailing address or is unable to pay the postage, the facility administrator may dispose of the property in accordance with standard “2.3 Contraband,” after providing the detainee with written notice.

4. When personal property is shipped, staff shall prepare an inventory record and shall maintain a copy in the detainee’s detention file.

G. Officer Processing of Funds and Valuables

Facilities lacking automated detainee funds systems must process detainee funds and valuables as follows.

1. Funds

For recordkeeping and accounting purposes, use of the G-589 Property Receipt form or its equivalent is mandatory to inventory any funds removed from a detainee’s possession, and a separate G-589 form or its equivalent is required for each kind of currency and negotiable instrument.

Removal and inventory of detainee funds shall be conducted by at least two officers and in the presence of the detainee. Separate documentation should be made for each kind of currency and negotiable instrument, and should include detainee identification information and a description of the amount and type of currency or other negotiable instrument inventoried. Officers should then deposit the funds with a copy of the documentation in the drop safe or similarly secured depository.

The G-589 shall include:

a. the detainee’s A-number or facility detainee number in the center area, just above the biographic information;

b. the ICE facility designation code (“DETLOC”);

c. the current date;

d. the complete name of the detainee, printed legibly;

e. in the “Quantity” column, the number of checks, money orders, or other negotiable instruments and

f. in the “Description” column:
1) the amount and type of currency, the kind of check, money order, or other negotiable instrument;

2) the name of the issuing bank, the register or check number and the account name;

3) for U.S. currency, the dollar sign ($) followed by the dollar amount (e.g., $100); and

4) for foreign currency, the currency amount followed by the type (e.g., 140 Japanese Yen, 300 Euros, 4,000 Mexican Pesos).

For a detainee with more than one kind of negotiable instrument, the officers shall prepare as many G-589 or equivalent forms as necessary to list separately all checks, all money orders, each additional category of negotiable instrument; and each type and amount of foreign currency.

If cash is returned to the detainee for possession inside the facility, staff shall record the transaction in the “Description” column of the affected G-589 form or equivalent.

The two officers and the detainee shall sign all copies, after which the copies shall be distributed as follows:

a. white original/first copy to the detainee (property receipt);

b. blue/second copy to detainee’s I-385 booking card or detention file (attachment), and

c. pink/third copy to funds envelope (insert).

The admissions processing officer shall record each Form G-589, or equivalent, issued and enter the initials and any corresponding identifiers of receiving officers in the facility’s G-589 Property Receipt Logbook, or equivalent. The officer shall then deposit an envelope containing the currency, checks, money orders, other negotiable items and G-589 receipt(s) in the drop safe.

2. Small Valuables, Including Jewelry

The Form G-589 or equivalent should be used to describe generally each item of value. The officers should then record the issuance of this Form G-589 in the facility’s Property Receipt Logbook or equivalent, place the valuables in a secured envelope, and deposit the envelope in the drop safe or similarly secured depository.

The Form G-589, or equivalent, shall describe each item of value. Jewelry shall be described in general terms (e.g., ring—“yellow/white metal with red/white stone”), with no mention of brand name or monetary value. The detainee and two processing officers shall sign the G-589 or equivalent with copies distributed as noted above in this standard. The officers shall then place the valuables (and pink/third copy of G-589) in a clear envelope, which they shall secure via approved techniques for tamper-proofing.

The processing officer shall record the issuance of this G-589 in the G-589 Property Receipt Logbook or equivalent. The officer shall then deposit the secured valuables envelope and G-589 receipts in the drop safe provided. Zippered nylon bags are not authorized.

3. Large Valuables

Large valuables are items that do not fit into property envelopes, for example, televisions or musical instruments. The Form G-589 or equivalent should be used to describe generally each item of value. The officers should then record the issuance of this Form G-589 in the facility’s Property Receipt Logbook or equivalent, tag the large valuable with a copy of the Form G-589 and a Baggage Check (Form I-77), and secure the item(s) in the designated storage area. The Form G-589, or equivalent, including a description of each item, shall be prepared and distributed as above. The large valuables shall then be tagged with a copy of
the Form G-589 and a Baggage Check (Form I-77). The officers shall attach a copy of the Form G-589 and the center portion of the Form I-77 to the detainee’s booking card or detention file. The processing officer shall record the G-589 issuance in the facility’s G-589 Property Receipt Logbook or equivalent and secure the item(s) in the designated storage area.

H. Supervisor Processing of Funds and Valuables

During each shift, the supervisory security officer shall verify the accuracy of all G-589 Forms or equivalent, record all funds and items in the drop safe or similarly secured depository in the supervisors’ property log, and verify the disposition of all large valuables in the designated secured locked area.

The supervisory security officer or equivalent shall remove the contents of the drop safe during his/her shift and initial the G-589 accountability log. The supervisor shall:

1. verify the correctness of all G-589 Forms or equivalents;
2. record the amount of cash and describe each item in the supervisors’ property log and
3. verify the proper disposition of funds and valuables by checking the sealed envelopes in the cash box, the property envelopes in the safe, and the safekeeping of all large valuables in the designated secured locked area.

I. Officer Processing of Baggage and Personal Property Other Than Funds and Valuables

An itemized inventory of all detainee baggage and personal property (separate from funds and valuables) shall be completed during admissions processing using the personal property inventory form. Each facility shall inventory all property, even in the event that the property was previously inventoried by another facility and is contained in a sealed bag. If a detainee has no baggage, a facility container shall be provided to store his/her personal property.

A Form I-77 or equivalent shall also be issued for each separate item of baggage or container.

All detainee luggage and facility containers used for storing detainee personal property shall be secured in a tamper-resistant manner and shall only be opened in the presence of the detainee.

These procedures do not apply to identity documents (e.g., passports, birth certificates, etc.), which are held in each detainee’s A-file.

The personal property inventory form must contain the following information at a minimum:

1. date and time of admission;
2. detainee’s complete name and A-number or facility detainee number;
3. description, quantity and disposition of articles; disposition may be indicated as either:
   a. “S” for “safekeeping” (by the facility); or
   b. “R” for “retained” (by the detainee);
4. general condition of the property and
5. signatures of the officer completing the inventory and the detainee.

After being properly inventoried and inspected for contraband, all baggage and facility containers shall be tagged and stored securely.

A pre-numbered, three-part Form I-77 or its equivalent shall be issued for each separate item of baggage or container. The front side of the Form I-77 has three parts: top (Part I); center (Part II); and bottom (Part III), the reverse side of which provides additional space to describe and identify
the baggage or container.

1. Each Form I-77 or its equivalent shall bear the detainee’s full name and A-number/facility detainee number and the date.

2. The detainee’s signature must appear on both the top (Part I) and bottom (Part III) of the Form I-77 or its equivalent.

3. The top part of the Form I-77 or its equivalent shall be attached to the detainee’s property.

4. The center part shall provide a brief description of the property container (for example, black suitcase, paper bag, etc.) and shall be attached to the detainee’s booking card or detention file.

5. The bottom part shall be given to the detainee and the reverse side shall also contain a brief description of the property container.

All detainee luggage and facility containers used for storing detainee personal property shall be secured in a tamper-resistant manner (e.g., by a tamper-proof numbered tie strap) and shall only be opened in the presence of the detainee.

A logbook shall be maintained listing detainee name, A-number or facility detainee number, I-77 number, security tie-strap number, property description, date issued and date returned.

Tagged baggage and other property tagged only with an Form I-77, or equivalent, shall then be stored in the facility baggage storage area.

J. Inventory and Audit

Both on-coming and off-going supervisors shall simultaneously conduct an audit of detainee funds, property envelopes and large valuables where physical custody of, or access to such items changes with facility shift changes. The property and valuables logbook shall record the date, time and the name of the officer(s) conducting the inventory. Any discrepancies shall be immediately reported to the Chief of Security, who shall follow facility procedure to ensure that all detainee funds and valuables are accounted for.

For each audit, facilities shall use Form G-786 Alien Funds Audit Sheet, or equivalent, reflecting, at a minimum, the following information:

1. Funds Held by Officers Other than the On-Duty Supervisor
   At no time shall funds be held by officers other than the on-duty supervisor;

2. Cash on Hand
   The count is to be made by the incoming processing supervisor, who shall fill in the appropriate blanks with the amount of each denomination (U.S. currency);

3. Checks, Money Orders, or Other Negotiable Items
   The count is to be made by the in-processing supervisor, and the appropriate blanks are to be filled in reflecting the amount of checks, money orders and other negotiable items;

4. Total of G-589 Property Receipts
   This figure represents the total amount of funds, checks, money orders and other negotiable items as reflected by the copies of the Form G-589 or equivalents in the cash box;

5. Disbursed During Shift
   This figure represents the total amount of funds disbursed during the shift. The out-going processing supervisor shall enter disbursement information;

6. Received During Shift
   This figure represents the total amount of funds collected during the shift. The out-going processing supervisor shall complete this information;

7. Cash on Hand at End of Shift

2.5 | Funds and Personal Property

(Revised December 2016) (As Modified by February 2013 Errata)
This figure represents the amount on hand as counted by the out-going processing supervisor. (If the logged figure does not match with the cash currently on hand, a new audit shall be conducted.) The Chief of Security or equivalent shall follow facility procedures to ensure that all detainee funds and valuables are accounted for; and

8. Number of Sealed Property Bags
   In facilities without commissaries, a comprehensive weekly audit shall be completed jointly by the detention operations supervisor or equivalent, and a detention staff member. The audit shall be logged in the property and valuables logbook. Discrepancies shall be reported to the Chief of Security (or equivalent). The Chief of Security or equivalent shall take the necessary steps, according to facility policy, to ensure that all detainee funds and valuables are accounted for.

An inventory of detainee baggage and other non-valuation property shall be conducted by the facility administrator’s designee at least once each quarter.

The facility’s inventory audit shall indicate the inventory’s date and time, and the name of the officer(s) conducting the inventory. Any discrepancies shall be reported immediately to the facility administrator.

K. Release or Transfer
   After checking the I-385 Form or equivalent, wristbands and property receipts to positively identify the detainee being released or transferred, the detainee shall present the white copy of both the G-589 Form(s) and I-77 Form(s) or equivalents for all received property.

Staff shall compare signatures on Form I-77 receipt portions, and match cash funds, negotiable instruments, and valuables against property descriptions on G-589 forms.

For each I-77 presented, staff shall compare the signature on the detainee’s portion with the portion on the stored item and the portion on the booking card. Depending on the size and kind of funds and valuables listed on the G-589, staff shall conduct checks as follows:

1. Small Valuables
   Match the contents of the property envelope against the itemized list on all three copies of the G-589 Form or equivalent.

2. Large Valuables
   Match the tagged items against the description on all three copies of the G-589 Form or equivalent.

3. Negotiable Instruments
   Match the negotiable instruments against the description on all three copies of the G-589 Form or equivalent.

4. Cash Funds
   Compare the property description(s) on the white, pink and blue copies of the G-589 Form or equivalent.

After the property check, the property shall be returned to the detainee. The detainee shall then sign the blue/second copy of the G-589 Form or equivalent, indicating his/her receipt of all funds and personal property due him/her. The property log and inventory sheets shall reflect the transaction.

L. Lost or Damaged Property
   1. General
   Supervisory personnel shall be notified when properly receipted detainee property is reported missing or damaged. Supervisory staff shall investigate and, if necessary, take prompt action to prevent further loss.
If the property is not recovered or is recovered, but in damaged condition, staff shall prepare a report for the facility administrator, providing: a description of any damage; the circumstances under which the property was last seen; the circumstances under which the loss or damage was discovered; and sworn statements from the detainee and all witnesses.

If the property is not recovered or is recovered, but in damaged condition, staff shall prepare a report for the facility administrator, providing:

a. name and A-number/facility detainee number of the detainee claiming ownership;

b. description of the property and, if applicable, damage;

c. date and time the loss or damage was discovered;

d. name(s) of person(s) discovering the loss or damage;

e. the circumstances under which the person(s) discovered the loss or damage;

f. names and statements of all witnesses;

g. place, date and time the property was last seen (before reported missing or damaged);

h. the circumstances under which the property was last seen (before reported missing or damaged); and

i. sworn statements from the detainee and all witnesses.

A detainee being transferred, released, or removed from the country with a property claim shall be allowed to initiate the claim before leaving the facility. The facility administrator shall forward the result of the claim to the claimant’s forwarding address (provided upon admission or in conjunction with the claim).

2. Lost or Damaged Property in SPCs

In addition to all procedures specified above, SPC staff must complete Form I-387 Report of Detainees Missing Property for missing property (but not for damaged property). The original copy of this form shall be placed in the detainee’s A-file. The facility shall retain a copy.

In accordance with the administrative manual, the facility administrator shall report allegations of impropriety against staff in the handling of detainee funds or valuables.

3. Lost and Damaged Property

All facilities shall have and follow a policy for loss of or damage to properly received detainee property, as follows:

a. all procedures for investigating and reporting property loss or damage shall be implemented as specified in this standard;

b. supervisory staff shall conduct the investigation;

c. the senior facility contract officer shall promptly process all detainee claims for lost or damaged property;

d. the official deciding the claim shall be at least one level higher in the chain of command than the official investigating the claim;

e. the facility shall promptly reimburse detainees for all validated property losses caused by facility negligence;

f. the facility may not arbitrarily impose a ceiling on the amount to be reimbursed for a validated claim; and

g. the senior contract officer shall immediately notify the designated ICE/ERO officer of all claims and outcomes.

M. Abandoned Property

All facilities shall report and turn over to ICE/ERO...
all detainee abandoned property.

1. Contraband shall be handled in accordance with standard “2.3 Contraband.”

2. Property that is of minimal value, broken, or clearly abandoned shall be discarded.

3. Because property obtained through non-appropriated funds cannot be donated, donations of abandoned property to charitable organizations are prohibited.
2.6 Hold Rooms in Detention Facilities

I. Purpose and Scope

This detention standard ensures the safety, security, and comfort of detainees temporarily held in hold rooms while awaiting further processing. An individual may not be confined in a facility’s hold room for more than 12 hours.

Hold rooms are used for detention of individuals awaiting removal, transfer, EOIR hearings, medical treatment, intra-facility movement, or other processing into or out of 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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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 safety, security and comfort of detainees temporarily confined in hold rooms shall be ensured.

2. No detainee shall be confined in a hold room for more than 12 hours.

3. Males and females shall be confined separately.

4. Minors (persons under 18) shall be held apart from adults, except for documented related adults or legal guardians, provided this arrangement incites no safety or security concerns.

5. Any detainee with a disability or disabilities, including temporary disabilities, shall be housed in a manner that provides for his/her safety, comfort and security.

6. Detainees awaiting a medical visit shall be seen within two hours.

III. Standards Affected

This detention standard replaces “Hold Rooms in Detention Facilities” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 1A-04, 1A-09, 1A-10, 1A-11, 1A-14, 1A-19, 1A-20, 1A-21, 6B-04.

ICE/ERO Performance-based National Detention Standards 2011:

- “2.6 Hold Rooms in Detention Facilities”;
- “2.10 Searches of Detainees”;
- “2.15 Use of Force and Restraints”; and
- “4.6 Significant Self-harm and Suicide Prevention and Intervention.”

ICE/ERO “Family Residential” standards “Searches

2.6 | Hold Rooms in Detention Facilities
of Residents.”

ICE/ERO “Family Residential” standards “Use of Physical Force.”

V. Expected Practices

A. Physical Conditions

Based on the ICE/ERO Hold Room Design Guide, hold rooms in SPCs and CDFs must comply with the criteria in italics in this subsection. All other facilities are encouraged to make appropriate modifications to meet the criteria specified in the ICE/ERO Hold Room Design Guide.

1. Each hold room shall be situated within the facility’s secure perimeter.

2. Each single-occupant hold room shall contain a minimum of 37 square feet (seven unencumbered square feet for the detainee, five square feet for a combination lavatory/toilet fixture and 25 square feet for wheelchair turnaround). Multiple-occupant hold rooms shall provide an additional seven square feet of unencumbered space for each additional detainee. “Unencumbered space” does not include space taken up by benches and tables.

3. Each hold room shall be well ventilated and well lit. All activating switches and controls shall be located outside the room, in places accessible to staff only.

4. Each hold room shall contain sufficient seating for the maximum room-capacity but shall contain no moveable furniture. Benches shall provide 18” of seat space per detainee and may be bolted to the floor or attached to the wall if the wall is of suitable construction.

5. Bunks, cots, beds and other sleeping apparatus are not permitted inside hold rooms. Exceptions shall be made for detainees who are ill, and for minors and pregnant women.

6. Each hold room shall be equipped with stainless steel, combination lavatory/toilet fixtures with modesty panels, in compliance with the physically accessibility standards, as required by applicable federal and state law accessibility standards, including the Americans with Disabilities Act of 1990. Architectural Barriers Act of 1968, as amended, Pub. L. 90-480, 42 U.S.C. 4151 et seq. Consistent with the International Plumbing Code:

   a. each small hold room (up to 14 detainees) shall have one combination unit; and

   b. each large hold room (15 to 49 detainees), shall have at least two combination units. (The Hold Room Design Standards A-E, HDR Architecture, recommends a third combination unit for a hold room with 30 or more detainees, or one combination unit for every 15 detainees.)

7. Each hold room shall have floor drain(s).

8. Hold-room walls shall be escape- and tamper-proof (e.g., an existing building that cannot support

    shall meet this standard in

    in currently existing facilities with lower floor-to-floor heights.

9. Each hold room shall have
13. Detainees shall have access to potable water in hold rooms.

B. Unprocessed Detainees

An individual may not be held in a hold room for more than 12 hours.

1. Unaccompanied minors (persons under 18) and parent(s) or legal guardians accompanied by minor children shall not be placed in hold rooms, unless they have shown or threatened violent behavior, have a history of criminal activity, or have given staff reasonable grounds to expect an escape attempt. As soon as it is determined that an unaccompanied minor is being detained, immediate efforts shall be coordinated with the ICE/ERO Juvenile Family and Residential Management Unit (JFRMU) to move the minor, within 72 hours, to an approved facility designated for the placement of unaccompanied minors by the U.S. Department of Health and Human Services Office of Refugee Resettlement (ORR) procedures. While in custody juveniles shall be detained in the least restrictive setting appropriate to the juvenile’s age and special needs, provided that such setting is consistent with the need to protect the juvenile’s well-being and that of others, as well as with any other laws, regulations, or legal requirements.

2. Persons exempt from placement in a hold room due to obvious illness, special medical, physical and or psychological needs, or other documented reasons shall be seated in an appropriate area designated by the facility administrator outside the hold room, under direct supervision and control, barring an emergency. If the physical layout precludes holding such individuals outside the hold room, they may be held in separate rooms, if available.

3. Males shall be segregated from females at all times (even if married).

4. Any minor (persons under 18) shall be held apart from adults, minimizing sight, sound, and physical contact, unless the juvenile is in the presence of an adult member of the family unit (determined through reliable evidence of a family relationship) or a documented relative or legal guardian and no other adult detainees are in the hold room, and provided there are no safety or security concerns with this arrangement. (For more information regarding juveniles, see Flores v. Reno.)

5. To the extent practicable in a hold room situation, detainees with open, obvious, apparent, or other identified known or readily apparent disabilities, including temporary disabilities, shall be housed in a manner that accommodates their mental and/or physical condition(s) and provides for safety, comfort and security.

6. Detainees shall be provided with basic personal hygiene items (e.g., water, disposable cups, soap, toilet paper, feminine-hygiene items, diapers and sanitary wipes), as appropriate.

2.6 | Hold Rooms in Detention Facilities
7. If the hold room is not equipped with restroom facilities, the shift supervisor shall position an officer within sight or earshot of the hold room, to provide detainees with regular access to toilet facilities, which shall be as close as possible within the facility’s security perimeter. Detainees using the restroom shall be closely monitored, under direct supervision. Detainees with physical disabilities shall be provided appropriate assistance and access to accessible toilet facilities in the hold room or holding area.

C. Detainee Search

Officers shall inspect parcels, suitcases, bags, bundles, boxes and other property before accepting any item of property.

Before placing a detainee in a room, staff shall do a

1. must be done by a staff member of the same gender as the detainee, unless one is not available.

2. even if another section or agency claims to have completed one.

shall be conducted, in accordance with standard “2.10 Searches of Detainees” and/or the “Family Residential” standard on “Searches of Residents.”

Staff shall remove from a detainee’s possession any sharp objects, and other objects that could be used as weapons or to deface property.

D. Basic Operational Procedures

1. Before placing a detainee in a hold room, an officer shall observe and evaluate whether the detainee presents any obvious or apparent disabilities, or mental health concerns, or other special needs, or physical problems. If any are apparent, such special needs, including any disabilities, or concerns, are apparent, the officer shall notify appropriate staff.

2. Each facility shall maintain a detention log (manual or electronic) into which the hold room officer shall immediately enter specific information on an ICE/ERO detainee’s placement in a hold room.

The detention log shall record each detainee’s:

a. name;

b. sex;

c. age;

d. A-number;

e. nationality;

f. reason for placement;

g. time in;

h. time out; and

i. date and time of new age determination.

The log shall also provide space to record meal times, visual checks, security concerns (which may also necessitate an incident report) and comments.

3. Meals:

a. Officers shall offer a meal to any adult held in a hold room for more than six hours. (Officers shall question newly arrived individuals to determine when he/she last ate, and, if appropriate, provide a meal soon after arrival in the hold room.)

b. Each minor shall receive meal service regardless of the time in custody or time of arrival.
c. Minors, pregnant women and others with evident medical needs shall have access to snacks, milk and juice.

d. To the extent practicable, officers shall be sensitive to detainees’ cultural, religious and medical culinary restrictions and differences.

4. Staff shall ensure that sanitation, temperatures and humidity in hold rooms are maintained at acceptable and comfortable levels. Minors, pregnant women and others with evident medical needs shall have temporary access to temperature-appropriate clothing and blankets.

5. Officers shall closely and directly supervise hold rooms through the following means:

a. [redacted], even when the hold room is not in the officer’s direct line of sight;

b. [redacted] at least every [redacted], each time recorded in the detention log, to include the time, the officer’s printed name, and any unusual behavior or complaints under “comments”; and

c. [redacted] of any detainee

In such cases, the officer shall notify the shift supervisor. (See standard “4.6 Significant Self-harm and Suicide Prevention and Intervention.”)

6. Staff shall not permit detainees to use tobacco products in a hold room.

7. The occupant load/detainee capacity shall be posted outside of each holding cell.

8. No officer may enter a hold room unless another officer is stationed outside the door, ready to respond as needed. Officers may not routinely carry [redacted] or any other [redacted] into a hold room, and any required physical force to control a situation shall be in accordance with standard “2.15 Use of Force and Restraints” and/or the “Family Residential” standard on “Use of Physical Force.”

9. When the last detainee has been removed, officers shall ensure the hold room is thoroughly cleaned and inspected for any evidence of tampering with doors, locks, windows, grills, plumbing, electrical fixtures, or contraband, and shall report any such problems to the shift supervisor for corrective action or repair.

E. Fire, Building Evacuations and Medical Emergencies

1. The facility administrator shall develop and distribute a written plan to be followed in the event of a fire, building evacuation, or medical emergency.

Evacuation procedures shall include posting the evacuation map and advance designation of the officer responsible for removing detainees from the hold room(s) in case of fire and/or building evacuation.

2. Staff shall immediately:

a. contact the medical emergency service when a detainee appears to be in need of urgent medical treatment; and

b. notify the supervisor of any such emergencies.

3. If a detainee is removed from a hold room for medical treatment, an officer detail shall accompany and remain with that detainee until medical personnel determine whether the condition requires hospitalization.

a. If the detainee is not hospitalized, the officer detail shall remain with the detainee until treatment is complete and then escort the
b. If the detainee is hospitalized, the officer detail shall notify the supervisor and await further instructions.
2.7 Key and Lock Control

I. Purpose and Scope

This detention standard enhances facility safety and security by requiring that keys and locks be properly controlled and maintained.

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 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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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. All staff shall be trained in the proper care and handling of keys and locks.
2. Keys shall be accounted for and controlled.
3. Locks and locking devices shall be continually inspected, maintained and inventoried.
4. All **shall be [redacted]**

III. Standards Affected

This detention standard replaces “Key and Lock Control” dated 12/2/2008.

IV. References


V. Expected Practices

A. Proper Care and Handling of Keys and Locks

All staff shall be trained in and hold responsible for adhering to proper procedures for the care and handling of keys, including electronic key pads where used. Initial training shall be completed before staff is issued keys, and key control shall be among the topics covered in subsequent annual training. Ordinarily, such training shall be done by the security officer (key control officer), as described below.

1. An employee who leaves the facility with a key ring shall return it immediately upon realizing his/her mistake or when instructed to by the facility. Such an act shall constitute unauthorized possession of facility property as well as a breach of security procedures.
2. An employee who loses, misplaces, or otherwise cannot account for a key or key ring shall immediately alert the shift supervisor and promptly submit a written report.
3. Under no circumstances shall staff allow a detainee to handle facility keys.
4. Key rings, including those for gun lockers, shall **[redacted]** or other approved device. Fastening keys to a **[redacted]**
5. Employees shall not refer to key numbers or other means of key identification within earshot of a detainee.

6. Employees shall neither throw nor slide keys to one another.

7. Locks should not be forced. If a key fails to operate a lock, a supervisor shall be notified immediately.

8. If a key breaks inside a lock, the employee shall maintain visual oversight of the lock until the problem is repaired. If the key breaks inside a padlock, the padlock itself shall be removed and taken to the control center. In every instance, the employee shall submit a memorandum on the incident to the facility administrator.

9. Facilities shall use key covers for large security keys to prevent detainees or other unauthorized persons from observing and duplicating them.

B. Security Officer (Key Control Officer)

Each facility administrator shall establish the position of security key control officer, or at a minimum, assign a staff member the collateral security duties, as described herein.

1. Major Duties and Responsibilities of the Security Key Control Officer

The security key control officer shall have a written position description that includes duties, responsibilities and a chain of command.

The security key control officer:

a. reports directly to the Chief of Security;

b. conducts physical security surveys of all buildings and provides the Chief of Security written recommendations regarding deficiencies and needed corrective actions;

c. plans and implements adequate preventive maintenance/replacement locks and other security devices;

d. identifies technical problems or malfunctions in electronic/automated and manually operated security systems and immediately repairs them or coordinates prompt repairs with the facility maintenance department;

e. overhauls, adjusts and replaces worn parts on locking devices and systems;

f. maintains, adjusts and services machines used in the lock shop;

g. is trained in operation of , in case of an emergency;

h. conducts routine tests on emergency-exit doors;

i. checks the keys to all emergency exits every days and all other keys needed in emergencies and documents the results; and

j. reviews all major work orders and in-house designs, plans and specifications with the facility maintenance department for compliance with security requirements.

The facility maintenance supervisor, or equivalent, shall consult with the Chief of Security or equivalent and security officer before proceeding with new construction and renovation projects involving door hardware.

2. Required

All security key control officers shall successfully complete an approved

The security key control officer shall complete an approved

This training shall be supplemented with additional training in Occupational Safety and Health Administration standards and the National Fire Prevention Association’s life safety codes.

2.7 | Key and Lock Control

(Revised December 2016) (As Modified by February 2013 Errata)
Manufacturer’s instructions, user manuals, product orientations and demonstrations also provide useful guidance and shall be housed in a secure location.

3. Administrative Responsibilities

The security key control officer is responsible for all administrative duties, including record keeping, concerning keys, locks and related security equipment.

The security key control officer or equivalent:

a. maintains a record keeping system that cross-references keys in the control center and lock shop, alphabetically and numerically, to facilitate quick identification of the key or key ring needed for a particular lock;

b. maintains accurate inventories of padlocks in use, master keys for cabinets, key blanks and all keys currently in use; and

c. maintains, for the historical record, a collection of reference material on locking devices and systems, including devices and systems previously used in the facility.

4. Supervision and Training

The security key control officer shall train and direct employees in key control, including electronic key pads where used.

The security key control officer is responsible for training an assistant security officer in all duties related to the position. The security officer must be proficient in all phases of security and be able to demonstrate proper equipment use to other employees.

C. Lock Shop Operation

1. Inventories

The security key control officer shall maintain inventories of all keys, locks and locking devices in the lock shop.

Lock shop inventories shall include, at a minimum, the following:

a. The contents shall be itemized on an inventory form;

b. 

c. All [redacted] and

d. All [redacted] with

2. Compromised Keys and Locks

The facility administrator or Chief of Security shall establish procedures for handling compromised keys and locks.

Note: Compromised keys shall be cut into pieces until irretrievably destroyed. The facility shall document the type of key or lock, the number of keys or locks compromised and the date, time and method of destruction.

3. Safe Combinations

The security key control officer shall implement procedures for protecting the integrity of all safe combinations.

Note: The combination for each safe shall be changed at least every [redacted] and any time a 

envelope. Any person(s) authorized to open the envelope shall be listed, by name and title, on the front of the envelope. Envelopes containing safe
4. Keying, Authorized and Non- Authorized Locks
   a. Either [REDACTED] shall be used in detainee-accessible areas.
   b. Locks not authorized for use in detainee-accessible areas include, but are not limited to: snap-, key-in-knob, thumb-turn, push-button, rim-latch, barrel or slide bolt and removable-core-type locks (including padlocks). Any such locks in current use shall be phased out and replaced with [REDACTED].
   c. Grand master-keying systems are not authorized.
   d. A [REDACTED] may be used only in housing units where detainees have individual room keys. The number of doors shall be kept to a minimum and the unit officer's key must override all functions of such locks.
   e. After removing the facility number and key cuts, the security key control officer shall cut up and dispose of worn or discarded keys and locks.
   f. Entrance/exit door locks of housing units, work areas, chapels, gyms and other areas with room capacity of 50 or more people shall meet the standards specified in the Occupational Safety and Environmental Health Manual (Chapter 3) and in the National Fire Protection Association Life Safety Code (#101). Specifically, the doors shall be equipped with [REDACTED].
   g. Individual doors to areas with room capacity of 50 or more people shall have no more than [REDACTED] shall not be used on exit doors or intermediate doors along the exit route.
   h. Padlocks and/or chains may not be used on cell doors.
      1) [REDACTED] may be used only where specified below:
         a) [REDACTED]
         b) [REDACTED]
         c) [REDACTED]
      2) Entrances and exits from the secured perimeter shall be controlled by with all doors and gates.
      3) Under no circumstances may prison-type security keys and/or blanks—active, non-active, or discarded—be used or distributed for presentation purposes.

5. Preventive Maintenance
The security key control officer, or designee, shall implement a preventive maintenance program.

The security key control officer shall perform preventive maintenance services, including but not limited to the following:

1) Adjust and service all cellblock-locking mechanisms in the Special Management Unit and in housing units with secure rooms, at a minimum;
2) Adjust and service vehicle-gates for changing (i.e., hot/cold) weather conditions;
3) Adjust and service front-entrance and other gate operations at least
4) lubricate all other locks quarterly, per manufacturers’ instructions;

5) perform maintenance checks on locks and locking systems, taking corrective action as necessary; and

6) once every five years, at least:
   a) steam-clean vehicle-gates; and
   b) clean locking mechanisms of front-entrance gates, other gates and cellblock locking mechanisms using steam or other means.

   The facility maintenance supervisor is responsible for door-hardware installation and maintenance (e.g., closures, hinges, pulls, kick plates, etc.), and for providing certain support services (e.g., welding, electrical-work) to the security officer, as needed.

6. Preventive Maintenance Documentation

The security key control officer shall maintain all preventive maintenance records.

The security key control officer’s preventive maintenance files shall include:

a. date;

b. location of lock or locking mechanism;

c. type of maintenance performed;

d. rationale for changing key combination(s); and

e. signature of service provider.

D. Key Cabinet

1. Location

An operational keyboard large enough to accommodate all facility key rings, including keys in use, shall be located in a secure area.

This operational keyboard shall be located in the

2. Basic Construction

The key cabinet shall be constructed so that keys are visible only when being issued. Keys may never be seen by detainees or visitors.

Small, closet-type space in the control center may be used instead of a cabinet, as long as:

a. access limitations are the same as for a key cabinet;

b. all other key/lock standards are met; and

c. the space is used solely for key control.

In the key cabinet:

a. keys in vertical rows shall be arranged in

b. keys in horizontal rows shall be arranged in

c. the label identifying the letter or number of the key ring that belongs on a particular hook shall be visible even when the key ring is on the hook, and

d. any hook without an assigned key ring shall be tagged with a metal chit that indicates “hook not in use.”

3. Key Rings

The security officer shall implement procedures for identifying every key ring and every key on each key ring, and for preventing keys from being removed from key rings, once issued.

All key rings shall be [REDACTED] that has been [REDACTED] to prevent removal of keys from the ring.

Two metal tags of unequal size shall be attached to each key ring:

a. the larger tag shall identify the key ring with a number/letter corresponding to the hook
number/letter; and
b. the smaller tag shall identify the number of keys on the key ring.

4. Emergency Keys

Emergency keys shall be on hand for every area to or from which entry or exit might be necessary in an emergency.

a. Emergency keys may be kept in a separate key cabinet or in a readily identified area of the regular-issue key cabinet. A separate key cabinet located in the __________ is recommended for the emergency keys.

b. The emergency key cabinet shall contain a hook for each key ring. If an emergency key ring is kept outside the main emergency key cabinet (e.g., in a tower), a metal tag providing the key ring’s location shall hang on the hook intended for that key ring in the main emergency key cabinet.

c. The emergency keys shall be cut precisely to manufacturer’s specifications.

d. Emergency keys shall not be rotated in and out of the lock shop.

E. Issue of Key Rings

1. Chit System

Facilities shall use a chit system or other standard system for the issuance and accountability of key distribution. A key chit is a tag (usually metal) that identifies the person who has drawn a set of keys.

The chit shall be labeled with the officer’s first initial and last name. All key rings shall be issued as needed (e.g., at the beginning of a shift, etc.) with the exchange of a chit for a key and with the chit placed on the hook from which the key was removed.

An employee who reports to work without a chit must obtain temporary chits from the control room officer, which he/she can exchange for keys according to standard procedure.

a. The control room officer shall maintain accountability for the issued chits.

b. At the end of the shift, the employee shall personally return the temporary chits to the control room officer.

At shift rotation, to obtain keys from an officer on post, the relief officer must first __________.

The relief officer appropriate ring of keys. The officer shall then count the keys on his/her ring, immediately reporting any discrepancies to the shift supervisor. If the relief officer needs to gain access to any location while heading from the control enter to the __________, the control room officer may issue him/her a second set of keys. In such a case, the officer shall return the extra set of keys to the __________ at the end of the relief shift.

2. Restricted Keys

The facility administrator shall establish rules and procedures for authorizing use of restricted keys.

The control room officer must have authorization from the shift supervisor to issue a restricted key.

a. Pharmacy

Pharmacy keys shall be strictly controlled.

Ordinarily, such controls include:

1) maintaining pharmacy keys in a restricted keys cabinet in the __________ and issuing them only to authorized pharmacy staff; and

2) maintaining a second set of pharmacy keys in the __________

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In the event of a non-medical emergency that necessitates entry into the pharmacy by anyone other than authorized pharmacy staff, the highest-ranking supervisor on duty may authorize immediate entry to the pharmacy. The supervisor shall then document the reasons for entry and sign the authorization.

Such documentation shall not impede the immediate provision of emergency medical care to a detainee by medical staff.

b. ICE and EOIR Offices
Keys to ICE and the Executive Office for Immigration Review (EOIR) office and courtroom areas shall similarly be restricted and controlled. In the event that a key is authorized for emergency withdrawal, a copy of the restricted key form is to be provided to ICE.

3. 24-Hour Issue Keys

No key or key ring may be issued on a 24-hour basis without the facility administrator’s written authorization.

A key chit identifying the borrower of the key ring shall be placed on the appropriate hook in the key cabinet, along with a metal tag marked “24-hour issue.”

Individual authorizing record forms shall be used to record the following information about each set of 24-hour-issue keys: the key ring identifiers (number and title), the number of keys on the ring, the individual key numbers and the door each key unlocks. Each record must bear the signatures of the authorizing facility administrator, Chief of Security and the employee to whom the keys are issued.

4. Security Keys

Key rings used but not issued on a 24-hour basis because of the attached security keys shall be kept in a [redacted].

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[redacted] may be kept and used in different departments, provided staff members are authorized to receive 24-hour keys. The key to every such box shall be issued on a 24-hour basis.

The staff member removing keys from the box shall place his/her chit on the hook in place of the key ring, and shall return the keys and reclaiming the chit at the end of the shift. The individual to whom the keys were issued shall personally return the keys to the box, without exception.

Security keys may not be taken off facility property (except for [redacted] and other [redacted] keys). As a rule, security keys shall not be issued on a 24-hour basis.

5. Key Accountability

The facility administrator shall establish written policy and implementation procedures to ensure key accountability.

The control room officer shall conduct a key ring audit upon reporting for duty, accounting for each key ring in the control center logbook, and shall immediately report discrepancies in the record to the shift supervisor.

The control room officer shall also identify broken or bent keys. All keys (regular-issue and emergency) shall be checked and counted daily.

To ensure accountability, keys shall be issued only on the assigned key rings.

6. Request for Key Change

Key-change requests shall be submitted, in writing, to the facility administrator. Upon facility administrator approval, only the security officer may add or remove a key from a ring.

7. Split Key Ring

The splitting of key rings into separate rings is not
authorized.

F. Gun-Locker Keys

Officers shall store all their weapons in

The facility administrator shall develop and implement site-specific procedures for controlling gun-locker access.

In all facilities, gun lockers shall:

1. 

2. be used to store the weapons of all on-duty officers, except those whose assignments require them to carry weapons; and

3. not be used for long-term storage. (A staff member may arrange with the facility firearms control officer for long-term storage of a weapon in the armory.)

Chits and logbooks are useful for maintaining accountability for gun locker keys and gun locker use.
2.8 Population Counts

I. Purpose and Scope

This detention standard protects the community from harm and enhances facility security, safety and good order by requiring that each facility have an ongoing, effective system of population counts and accountability for detainees.

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 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 Outcome

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

Security, safety and orderly facility operations shall be maintained through an ongoing, effective system of population counts and accountability for detainees.

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 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 “Population Counts” dated 12/2/2008.

IV. References


ICE/ERO Performance-based National Detention Standards 2011:

- “2.9 Post Orders”; and
- “4.3 Medical Care.”

V. Expected Practices

A. Formal Counts

Formal counts are conducted in a predetermined
manner at specific times of the day and night. A formal count shall be conducted at least once every __________, with a shift supervisor verifying its accuracy. Additional counts, at the discretion of the facility, are encouraged.

1. The formal count(s) shall be conducted at least once __________ (at minimum) at times determined by the Chief of Security. Counts shall be scheduled to achieve full accountability with minimal interference with daily work and activity schedules.

2. Count procedures must be strictly followed. If the accuracy of a count is in doubt, the officers shall do a recount and any other double-checking necessary. Officers performing the count shall never rely on a roll call.

   a. An __________ officer shall never perform a count in an open area (e.g., housing units, food service area).

   b. The officers assigned the count shall have primary responsibility for the count accuracy, and shall be familiar with possible sources of error. The officers must know the specific manner of counting detainees in different types of locations (e.g., housing units, open-type areas, or work areas). A system for counting each detainee, including those who are outside the housing unit, shall be developed. The officers shall encourage detainees to accept the count as a facility necessity.

   c. Prior to counting a detainee present, officers must make positive identification of the living body of the detainee and shall ascertain non-use of decoys (e.g., mannequins, replicas, dummies). Counting officers shall remain in the count area until the facility control center verifies and clears the count.

   d. When making night counts, officers shall use __________ judiciously, but with sufficient light to make a positive identification of a living body.

3. Officers shall encourage detainee cooperation; however, they shall not allow detainees to perform the count, nor participate in the preparation or documentation of the count process.

4. There shall be no movement of detainees during formal counts. All detainee movements into, out of and within the facility must cease before the count begins. Detainee movement shall not resume anywhere in the facility until the complete facility count has been cleared. If, while conducting a count, staff observe an unusual incident (e.g., medical emergency, criminal act), they shall cease the count and respond appropriately according to local procedures. Should an emergency arise during the count that necessitates the movement of detainees, a new count shall be conducted as soon as possible after the emergency subsides.

5. All detainee units/areas shall be counted simultaneously. Each detainee shall be counted at a specific location, and all movement of detainees shall cease before the count begins. Movement shall not resume until the total detainee population count is verified and cleared. The counting officer from each location shall report his/her count to the facility control officer, who is responsible for collecting and maintaining the count.
a. After the count is reported, a signed paper count slip shall be delivered to the control center. This count slip shall be used to verify the area count.

b. Count slips must be prepared and signed in indelible ink. The control center shall not accept an improperly prepared count slip or one that contains erasures or alterations of any kind.

c. Both officers conducting the count must sign the count slip.

d. The control officer shall take into account the current out-count in verifying the population count against the master count.

6. As each area reports its count, the control officer shall indicate that count in the control log.

a. If any area/unit reports an incorrect count, all areas/units shall be required to count again. If the count remains incorrect, the shift supervisor shall be notified and additional staff shall be dispatched to the count area to assist with a third count.

b. No count shall be cleared until all counting errors have been corrected, or until the cause of error has been identified and corrective action taken.

c. If a detainee is in the wrong count area, the detainee shall be escorted to the correct count area. If this occurs, officers in all counted areas/units shall re-count, recall the earlier counts and deliver the new count slip to the control officer.

7. If all recounts fail to clear the count, the shift supervisor shall conduct a face-to-photo count, matching photos on facility identification cards with detainee faces, individual by individual. When the face-to-photo count has been completed, the control officer shall report that count to the shift supervisor responsible for accepting and clearing the count.

8. In the event that a detainee is unaccounted for after the face-to-photo count, the supervisor on duty shall institute the escape policy.

B. Face-to-Photo Counts

Face-to-photo counts shall be conducted as necessary. Facilities shall conduct at least one face-to-photo count daily.

Face-to-photo counting procedures are the same as the formal count procedures, except each detainee shall be matched with the photo on his/her I-385 card or facility equivalent photo-identification card.

C. Informal/Census Counts

Each officer shall make checks to verify the presence of all detainees in his/her charge.

These counts or checks occur between formal counts. For work crews, a count is made when the crew

informal count is reported only if a detainee appears to be missing. In that case, an emergency (formal) count shall be taken.

D. Master Count

The facility control center shall maintain a master count.

The facility control officer maintains the master count record. He/she must be provided with up-to-the-minute information regarding detainee admissions, releases, housing changes, hospital admissions, outside work details and any other changes that may affect detainee accountability. An up-to-the-minute count record shall be maintained
at all times in the control center. The master count shall take into account the current out-count.

E. Out-Counts

The control officer shall maintain an out-count record of the number and destination of all detainees who temporarily leave the facility.

This record must contain an accurate and up-to-the-minute listing of every temporary departure and return of a detainee. It must be updated regularly and used in any formal count.

F. Emergency Count

An emergency count shall be conducted when there is reason to believe a detainee is missing, or after a major disturbance has occurred.

An emergency count is a formal count taken in addition to, and at a different time, from the regularly scheduled formal counts. When a detainee is unaccounted for, or after a major disturbance has ended, a count shall be taken to determine that no one has escaped or is in hiding. The facility control officer must always be prepared to produce an up-to-the-minute count for such use.

All detainees shall be returned to their housing units during emergency counts. An emergency count shall be conducted in the same manner as a formal count.
2.9 Post Orders

I. Purpose and Scope

This detention standard protects detainees and staff and enhances facility security and good order by ensuring that each officer assigned to a security post knows the procedures, duties and responsibilities of that post.

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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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 officer shall have current written post orders that specifically apply to the assigned post, with step-by-step procedures written in sufficient detail to guide an officer assigned to that post for the first time.
2. Signed and dated records shall be maintained to show that assigned officers acknowledge that they have read and understood the post orders.
3. Post orders shall be formally reviewed annually, and updated as needed.

III. Standards Affected

This detention standard replaces “Post Orders” dated 12/2/2008.

IV. References


ICE Interim Firearms Policy (2004).

ICE/ERO *Performance-based National Detention Standards 2011: “2.15 Use of Force and Restraints.”*

V. Expected Practices

A. Post Orders Required

The facility administrator shall ensure that:

1. there are written post orders for each security post;
2. copies are available to all employees;
3. written facility policy and procedures exist, which:
   a. provide official on-duty time for officers to read the applicable post orders when assigned to a post, and
   b. ensure that officers read those applicable post orders prior to assuming their posts; and
4. as needed, post orders for non-permanent
assignments (e.g., details, temporary housing units, emergencies) are developed in advance, or as soon as possible after the need arises.

B. Reading and Understanding of Post Orders

Officers and supervisors shall use the post orders to familiarize themselves with the duties for which they are responsible and to remain situationally aware of changes that occur in the operation and duties of that post. Even in the event that an officer has worked a post in the past, he/she shall assume the post orders have changed, and shall be required to read and comprehend all Post Order documents upon assuming their posts.

Supervisors shall ensure that officers understand the post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency.

C. Preparation of Post Orders

The chief security officer shall supervise the preparation of all post orders, which shall:

1. be based on ICE/ERO detention standards, ICE/ERO policies and facility practices and policies; and
2. specifically state the duty hours for each post.

The facility administrator (or designee) shall:

1. approve, sign and date each Post Order on the last page of each section;
2. initial and date all other pages and
3. initial and date any subsequent changes to the Post Order.

D. Format of Post Orders

The post orders for each post shall be issued in a six-part classification folder and shall be organized as follows:

Section 1: Specific post orders, listing activities chronologically, with responsibilities clearly defined;

Section 2: Special instructions, if any, relating to the specific post;

Section 3: General post orders applicable to all posts;

Section 4: Memoranda changing or updating the post orders;

Section 5: ICE/ERO detention standards and policies and facility practices relevant to the post; and

Section 6: Review and signature form, dated and with the officer’s name printed and signed.

E. Housing Unit Post Orders

In addition to the above requirements for all post orders, housing unit post orders shall follow the event schedule format (e.g., “0515—Lights on”) and shall direct the assigned officer to maintain a unit log of pertinent information regarding detainee activity.

The shift supervisor shall visit each housing area and initial the log on each shift.

F. and Post

Assignments

In addition to the above requirements for all post orders, post orders for and post assignments shall describe and explain:

1.

2.

Any officer assigned to an post must be qualified to use the assigned to that post. With the exception of emergencies,
Post Orders for [redacted] and for posts that shall clearly state that:

1. [redacted]
2. [redacted]

[redacted] shall be included in the post orders for [redacted].

The post orders shall be based on and consistent with standard “2.15 Use of Force and Restraints” and the ICE/ERO Interim Use of Force Policy.

G. Maintenance of Post Orders

Post Orders shall be kept current at all times. Post orders shall be formally reviewed annually, at a minimum, and updated as needed. Should staff members become aware that any part of a folder containing post orders is out of date, or in need of repair or replacement, they shall immediately notify the shift supervisor.

1. Post Orders and logbooks are confidential and must be kept secure (under lock and key) at all times, and shall never be left in an area accessible to detainees.

2. The Chief of Security shall determine whether post orders require updates during any period between annual reviews. Any time the Chief of Security determines a page is too difficult to read, it shall be removed and replaced by a clean copy.

3. Two weeks before the annual review, supervisory staff shall solicit written suggestions for changes or additions to post orders from ICE/ERO staff, contract staff and other affected staff.

The security supervisor or equivalent shall review and comment on all suggested changes prior to submitting them to the Chief of Security for review and possible inclusion in post orders. All submissions shall be retained in a historical file for two years.

The Chief of Security shall forward the updated post orders to the facility administrator for approval.

4. Emergency changes may be made by memorandum, and immediately placed in the post orders with an immediate notification made to the union, when required. During each review, post orders must be revised to incorporate or delete emergency changes, at which time any emergency memoranda are to be removed.

5. A post orders master file shall be maintained in the office of the [redacted] and shall be made available to all staff. Copies of the applicable post orders may be retained at the post, only if secure from detainee access.

6. The Chief of Security shall ensure that all post orders are transcribed on a computer and that all back-up disks are properly accounted for and maintained in a secure location.
2.10 Searches of Detainees

I. Purpose and Scope

This detention standard protects detainees and staff and enhances facility security and good order by detecting, controlling and properly disposing of contraband.

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. Detainees shall live and work in a safe and orderly environment.

2. Contraband shall be controlled.

3. 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 other exigent circumstances. Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances. Staff of the same gender as the detainee should perform the strip search of the detainee. Searches of the detainee’s property, housing unit or other areas can be made by staff of either gender.

4. Searches of detainees, housing and work areas shall be conducted without unnecessary force and in ways that preserve the dignity of detainees.

5. When body searches are conducted, the least intrusive practicable search method shall be employed, as indicated by the type of contraband and the method of suspected introduction or concealment.

6. [Redacted] of detainees and [Redacted] screening shall be conducted routinely to control contraband.

7. A strip search shall be conducted only when properly authorized by a supervisor and only in the event that there is reasonable suspicion that contraband may be concealed on the person, or when an officer has reasonable suspicion that a good opportunity for concealment has occurred or as may be outlined in facility procedures for post contact visits as indicated in standard “5.7 Visitation.”

8. A body cavity search shall be conducted by designated health personnel only when authorized by the facility administrator on the basis of reasonable suspicion that contraband may be concealed in or on the detainee’s person.

9. [Redacted] shall be used for contraband detection, with proper authorization and in accordance with required procedures, only when there is reasonable
10. Contraband that may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored so as to maintain and document the chain of custody.

11. [Redacted] (in facilities that have them) may be used for contraband detection when detainees are not present, but [Redacted] for force, intimidation, control, or searches of detainees is prohibited.

12. As needed and on an individualized basis, the facility shall provide reasonable accommodations, and modify its policies, practices, or procedures relating to [Redacted] of detainees with disabilities.

13. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. The facility will 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 handsets, amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TTYs), interpreters, and notetakers, 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 “Searches of Detainees” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-2C-01, 2C-02, 2C-03, 2C-04, 2C-05, 2C-06, 2A-20, 6C-19.


This detention standard incorporates the restrictions on the use of [Redacted] originally communicated via a memorandum on ICE use of [Redacted] in support of ICE detention operations dated 11/18/2004 from the Acting Director of Enforcement and Removal Operations.

ICE/ERO Performance-based National Detention Standards 2011:

- “2.1 Admission and Release”;
- “2.3 Contraband”;
- “2.6 Hold Rooms in Detention Facilities”;
- “2.12 Special Management Units”; and
- “5.7 Visitation.”

V. Expected Practices

A. Written Policy and Procedures Required

All facilities shall have written policy and procedures consistent with this standard for the following:

1. searches of detainee housing and work areas;

2. body searches, including

3. [redacted]

4. employing the least intrusive method of search practicable, as indicated by the type of suspected contraband and the method of suspected introduction or concealment;

5. avoiding unnecessary force during searches and preserving the dignity of the detainee being searched;

6. leaving a searched housing or work area and detainee’s property in its original order, to the extent practicable;

7. handling of contraband;

8. use of [redacted] (in facilities that have them);

9. preservation of evidence; and

10. administration of medical treatment during “lock-downs.”

B. Staff Training

All staff who conduct searches of housing, work areas or of a detainee’s body shall receive initial training regarding search procedures prior to entering on duty, and shall receive annual training in authorized and effective techniques thereafter.

C. Search of Detainee Housing and Work Areas

Staff may search a detainee’s housing and work area, and personal items contained within those areas, without notice to, or approval from, the detainee and in the detainee’s absence.

Each facility shall establish procedures to ensure all housing units and work areas are searched routinely, but irregularly, as such inspections are primarily intended to:

1. detect and deter the introduction of contraband;

2. prevent escapes;

3. maintain sanitary standards; and

4. eliminate fire and safety hazards.

Staff shall maintain written documentation of each housing-unit search within the individual housing unit. Work areas shall be searched [redacted] by shop supervisors, and these inspections shall be supplemented with periodic searches by designated search teams. When property is taken during a housing search, a receipt shall be given to the detainee. The Chief of Security shall maintain documentation of search-team inspections.

Facilities shall have written procedures to provide for basic detention services (e.g., delivery of food services, toilet access, medication delivery) during lockdowns.

D. Body Searches of Detainees

1. Pat Search

   a. Description

   a.
Staff shall conduct a pat search of a detainee on a need basis to control contraband without a threshold level of suspicion.

All pat searches shall be conducted in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs, including consideration of officer safety.

Security staff shall be trained in proper procedures for conducting pat searches, including cross-gender pat searches and searches of transgender and intersex detainees.

b. Gender of Officer

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 other exigent circumstances. Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.

All cross-gender pat-down searches shall be documented.

2. Strip search

a. Description

To the extent reasonably possible, the inspector shall refrain from touching the skin surface of the detainee; however, the inspector may request that the detainee move parts of the body to permit visual inspection. A strip search is considered more intrusive than a pat search, and shall be conducted in a manner designed to ensure as much privacy to the detainee as practicable.

A strip search requires the removal or rearrangement of some or all of the detainee’s clothing to examine the clothing and/or to permit the inspection of exterior skin surfaces of the body, including breasts and exterior anal and genital areas, as well as inside of the nose, ears and mouth. If items are discovered that protrude from a body cavity, the removal of those items is governed by the procedures applicable to body-cavity searches, addressed below.

The facility shall not search or physically examine a detainee for the sole purpose 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.

All strip searches shall be documented.

Except in cases where strip searches are performed in accordance with a facility’s post contact visitation procedure, whenever a strip search is conducted, the articulable facts
supporting the conclusion that reasonable suspicion exists shall be documented on Form G-1025 (Record of Search) or the equivalent.

Unless there is specific and articulable suspicion that contraband has been transferred to a detainee, detainees shall not be subjected to a strip search after a visit by a consular representative, an attorney, a legal assistant working under the supervision of an attorney, or an accredited representative. Policy regarding post contact visitation searches can be found in “V. Expected Practices” of standard “5.7 Visitation.”

b. Reasonable Suspicion

Officers must obtain supervisory approval before conducting strip searches. Staff may conduct a strip search where 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 officer to believe that a specific detainee is in possession of contraband. It is a more permissive (lower) standard than probable cause, but it is 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 G-1025 or equivalent.

Reasonable suspicion is determined under the totality of the circumstances. There is no simple, exact, or mathematical formula for reasonable suspicion. It may be based on one, or a combination, of the following factors:

1)
2)
3)

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

The officer shall document the results of those other, less intrusive, search methods on Form G-1025 or equivalent.

In accordance with standard “5.7 Visitation,” facilities may not adopt policies permitting strip searches after contact visits in the absence of reasonable suspicion unless detainees are
provided the right to choose non-contact visitation instead of contact visitation and are fully informed of such right. Consistent with standard “5.7 Visitation,” any such policies must be communicated to detainees in a language or manner that they understand.

c. Gender of Officer

An officer of the same gender as the detainee shall perform the search. Special care should be taken to ensure that transgender detainees are searched in private.

In the case of an emergency, a staff member of the same gender as the detainee shall be present to observe a strip search performed by an officer of the opposite gender.

When an officer of the opposite gender conducts a strip search which is observed by a staff member of the same gender as the detainee, staff shall document the reasons for the opposite-gender search in any logs used to record searches and in the detainee’s detention file.

3. Body-cavity Searches

A body-cavity search is an inspection for contraband or any other foreign item, in a body cavity of a detainee, by use of a body cavity search instrument. A body-cavity search is considered the most intrusive type of search. A body cavity search must be performed by a medical professional and take place in an area that affords privacy from other detainees and from facility staff who are not involved in the search.

Before proceeding in cases of drawing blood for toxicology studies and DNA testing, written, informed consent must be granted by the detainee and recorded in the detainee’s medical records before the blood sample is drawn (see also standard “4.3 Medical Care”). Requests for forensic studies shall be referred to the medical facility health services administrator (HSA) who is authorized to facilitate arrangement for these services off-site.

a. A body-cavity search may only be conducted by authorized medical personnel, upon approval of the facility administrator or acting facility administrator, and only if that person has reasonable suspicion that contraband may be concealed in or on the detainee’s person.

b. The articulable facts supporting the conclusion that reasonable suspicion exists shall be documented.

c. A body-cavity search may be advisable to protect the health and safety of a detainee.

d. Only designated qualified health personnel (for example, physicians, physician assistants and nurses) may conduct a digital or simple instrument search in a licensed medical setting.

e. The detainee’s health and welfare shall be considered prior to performance of any digital or simple instrument search.

f. Although a detainee’s written consent should be obtained prior to conducting a digital or simple instrument search, such written consent is not required.

g. Whenever possible, transgender detainees shall be permitted to choose the gender of the staff member conducting a body-cavity search.

h. Staff, other than the designated qualified health personnel, of the opposite gender from the detainee may not observe the body cavity search.

i. If located, the contraband or foreign item may be removed immediately by medical staff, if such removal can easily be effected by use of

j. IHSC staff is not authorized to collect or

2.10 | Searches of Detainees

(Revised December 2016) (As Modified by February 2013 Errata)
participate in the collection of specimens or other information that shall be used for forensic purposes, except for toxicology studies, rape kits and DNA testing.

Staff shall document all body cavity... the authorizations and the reasons for the searches in any logs used to record searches and in the detainee’s detention file.

E. Close Observation in a “Dry Cell”

1. Description and Authorization

When an officer has reasonable suspicion to believe that a detainee may have ingested contraband or concealed contraband in a body cavity, and the methods of search specified above are inappropriate or likely to result in physical injury to the detainee, the facility administrator or designee may authorize that the detainee be placed in a room or cell to be closely observed by staff until the detainee has voided or passed the contraband or until sufficient time has elapsed to preclude the possibility that the detainee is concealing contraband.

Such placement is commonly referred to as “dry cell” status, which may be approved:

a. during regular duty hours by the facility administrator or designee, or

b. at other times by the shift supervisor.

2. Requirements for “Dry Cells”

It is recommended that one or more rooms or cells be identified as dry cells; such rooms must meet the following requirements:

a. The room shall be free of hiding places and be equipped with only a bed.

b. Doors shall have proper observation panels to protect staff and to allow unobstructed observation.

c. Windows in the dry cell shall have a security screen to prevent loss of contraband.

d. If the designated area is equipped with a toilet and/or sink, the water to the cell shall be shut off for the duration of the dry cell process and the toilet and sink removed prior to the detainee being allowed into the room.

e. Prior to a detainee’s placement in dry cell status, the room to be used shall be completely searched and determined to be free of contraband. Potential hiding places, if any, for contraband shall be noted.

3. Advising the Detainee

The supervisor responsible for initiating the close observation watch shall advise the detainee of the conditions and what is expected, and shall document the notification on an Administrative Segregation Order. The detainee shall be advised of the reasons he/she is being placed in a dry cell, the purpose of this placement, the conditions he/she can expect and the means by which he/she can request items and services including, but not limited to, food and water, medical care, hygiene products and bedpans.

4. Conditions of “Dry Cell” Status

a. For the detainee’s safety, he/she shall be required to provide a urine sample within two hours of placement under close observation. A second urine sample shall be required prior to releasing the detainee from close observation.

b. The light shall be kept on at all times.

c. The detainee shall have regular access to potable water.

d. The detainee shall be provided telephone access.

e. The detainee may not be allowed to come in contact with another detainee.

f. Ordinarily, the detainee may not be allowed...
personal property, except legal and personal mail and a reasonable amount of legal materials.

g. Personal hygiene items shall be controlled by staff. When the detainee requests to shave, brush teeth, or perform other toiletry tasks, a wash pan and container of water shall be provided for use in the cell.

h. When the detainee is lying on a bed, the detainee shall be required to lie on top of the mattress in full view, weather and room temperature permitting. When necessary for the detainee to use cover, hands must remain visible at all times so that staff can observe any attempt to move contraband.

i. Because a detainee might attempt to remove and/or insert contraband from or into a body cavity, staff must observe the detainee’s hands at all times.

j. The detainee shall not be permitted to leave the cell or room, except in case of extreme emergency.

k. The detainee shall be served the same meals as the general population, unless medically advised. All meals are to be inspected for contraband prior to delivery to the detainee, and any food remaining after the meal, as well as the utensils and tray, are to be thoroughly inspected before their return to food service.

l. Only medications prescribed and administered directly to the detainee by medical personnel may be given to the detainee. No laxatives may be given, except natural ones (e.g., coffee, prune juice).

m. When the detainee needs to urinate and/or defecate, he/she shall be furnished an empty hospital bedpan, which shall afterward be closely inspected to ascertain whether any contraband is present.

n. Since the detainee is in administrative segregation status even if not actually housed in the Special Management Unit (SMU), the requirements for medical and supervisory and staff visits in standard “2.12 Special Management Units” apply.

o. Dry cells must be cleaned in accordance with standard “1.2 Environmental Health and Safety.”

5. Post Orders

The Chief of Security shall have post orders for closely observing a detainee in dry cell status. A video camera shall be used whenever possible and as appropriate.

6. Requirements for Close Observation

The detainee shall be constantly observed and supervised by a staff member of the same gender.

It is the observer’s responsibility to ensure the detainee does not dispose of any concealed item, and to prevent activity which would allow the detainee access to it, thereby jeopardizing the security and good order of the facility, staff and detainees. Any questions, emergency, or other situation that arises shall immediately be brought to the attention of the shift supervisor.

Under no circumstances shall the detainee be allowed freedom to move around unsupervised, or be given an opportunity to dispose of any objects he/she may be concealing.

a. The observing staff member shall be issued a

b. The observing staff member shall be issued a


so that

he/she does not have to interrupt constant observation to communicate with other staff (such as for watch calls).

b. Detainees shall be monitored by medical staff for changes in medical and mental health status.

c. A daily log and SMU record shall be maintained on each detainee in dry cell status.
d. The shift supervisor shall ensure observers have reviewed the post orders.

e. The shift supervisor shall provide periodic staff relief to the observer and at any other time the observer must leave the area. The detainee must not be left unattended.

f. Trash may not be allowed to accumulate, and each item shall be thoroughly searched before final disposal.

g.  
1)  
2)  
3)  

h. Staff shall notify the shift supervisor when contraband is found, secure the contraband in a properly documented evidence bag, and maintain the chain of evidence.

7. Length of Observation

The length of close-observation status must be determined on an individual basis. Ordinarily, the Chief of Security during regular work hours or the shift supervisor, at other times, in consultation with qualified health personnel, shall determine when termination is appropriate.

a. Three Days

The status of a detainee under close observation for as long as three days must be reviewed by medical staff and the administrative segregation review official in accordance with standard “2.12 Special Management Units” (irrespective of whether the observation actually occurs in the SMU).

b. Seven Days

Since it is unlikely that the objective of dry cell status will not be achieved within seven days, maintaining a detainee under close observation beyond seven days requires prior approval of the facility administrator and medical staff.

F. X-Ray

1. Medical

The facility physician may authorize use of an x-ray for medical reasons and only with the consent of the detainee.

2. Security

Only the facility administrator, upon approval by the respective Field Office Director (or persons officially acting in that capacity) may authorize the facility physician to order a non-repetitive x-ray examination for the purpose of determining whether contraband is concealed in or on the detainee (for example: in a cast or body cavity).

Such approval and authorization shall be based on the facility administrator and physician’s determination that:

a. An x-ray examination is necessary for the security, safety, good order, or discipline of the facility;

b. No reasonable alternative exists; and

c. The examination is not likely to result in serious or lasting medical injury or harm to the detainee, based on the determination of qualified medical
staff.

Staff shall place documentation of the examination, the authorizations and the reasons for the examination in the detainee’s detention file and medical file.

An x-ray examination may not be performed on a detainee without the detainee’s consent. Staff shall solicit the detainee’s consent and cooperation prior to the x-ray examination. Force may not be used to gain consent and cooperation. If the detainee does not provide consent and fails to cooperate, x-ray examination should not be performed.

3. Objects

The facility administrator may direct x-rays of inanimate objects where the detainee is not exposed.

G. Major Instrument or Surgical Intrusion

Only a physician may authorize use of a major instrument (including [redacted] or [redacted]), or surgical intrusion for medical reasons only and only with the detainee’s consent.

H. Preservation of Evidence

Contraband that may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored so as to maintain and document the chain of custody, and shall be reported to the appropriate law enforcement authority for action and possible seizure and prosecution.
2.11 Sexual Abuse and Assault Prevention and Intervention

I. Purpose and Scope

This detention standard requires that facilities that house ICE/ERO detainees act affirmatively to prevent sexual abuse and assault on detainees; provide prompt and effective intervention and treatment for victims of sexual abuse and assault; and control, discipline and prosecute the perpetrators of sexual abuse and assault.

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

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs);
- 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

Specific requirements are defined in “V. Expected Practices.” The expected outcomes of this detention standard are as follows:

1. The facility shall articulate and adhere to a written zero tolerance policy for sexual abuse or assault, outlining the facility’s approach to preventing, detecting, and responding to such conduct.

2. A designated Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) will assist in ensuring facility compliance with sexual abuse and assault prevention and intervention policies and procedures.

3. Staff shall receive training on their responsibilities under the facility’s Sexual Abuse and Assault Prevention and Intervention Program.

4. Detainees shall be informed about the facility’s Sexual Abuse and Assault Prevention and Intervention Program.

5. The facility will take appropriate steps to ensure that detainees with disabilities or limited English proficiency have an equal opportunity to participate in or benefit from all aspects of the facility’s Sexual Abuse and Assault Prevention and Intervention Program.

6. The facility will utilize available community resources to provide victim services and other appropriate support to the fullest extent possible following incidents of sexual abuse or assault.

7. Staff shall be alert to potential risks or signs of sexual abuse or assault, and take appropriate action to mitigate any identified risks or protect a detainee as necessary.

8. Detainees shall be screened upon intake for risk of sexual victimization or abusiveness, and housed accordingly.

9. The facility will use a coordinated, multidisciplinary team approach to effectively respond to all incidents of sexual abuse or assault.
assault and address any safety, medical, or mental health needs.

10. Staff shall immediately report any knowledge, suspicion, or information regarding an incident of sexual abuse or assault, retaliation against individuals who reported an incident, or any staff neglect or violation of responsibilities which may have contributed to an incident or retaliation.

11. All allegations of sexual abuse or assault shall be immediately reported to ICE/ERO, and any other required entities based on the nature of the allegation.

12. Alleged victims shall be promptly referred for medical or mental health services, as appropriate, and receive any necessary emergency or ongoing care related to the incident.

13. Staff suspected of perpetrating sexual abuse or assault shall be removed from all duties requiring detainee contact pending the outcome of the investigation.

14. The facility shall ensure that each allegation of sexual abuse or assault is investigated by an appropriate criminal or administrative investigative entity, and shall cooperate with all investigative efforts to ensure a thorough and objective investigation.

15. Staff or detainee perpetrators will be appropriately disciplined for any confirmed acts of sexual abuse or assault.

16. The facility shall conduct a review following every investigation of sexual abuse or assault, and on an annual basis, to assess whether changes to facility policy or practice could better prevent, detect, or respond to sexual abuse and assault.

17. The facility shall maintain all records associated with incidents of sexual abuse or assault in appropriately secure files and locations.

1. The facility shall articulate and adhere to a standard of zero tolerance for incidents of sexual abuse or assault that may occur in the facility. Sexual assault or abuse of detainees by other detainees, staff, volunteers, or contract personnel is prohibited and subject to administrative, disciplinary and criminal sanctions.

2. Detainees and staff shall be informed about the facility’s Sexual Abuse and Assault Prevention and Intervention Program and the zero-tolerance policy.

3. Staff shall receive training on working with vulnerable populations and addressing their potential vulnerability in the general population, and shall assign housing accordingly.

4. Detainees shall be screened by staff to identify those likely to be sexual aggressors or sexual victims and these detainees shall be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims shall be placed in the least restrictive housing that is available and appropriate.

5. Any allegation of sexual abuse or assault shall be immediately and effectively reported to ICE/ERO. In turn, ICE/ERO will report the allegation as a significant incident, and refer the allegation for investigation.

6. Staff receiving reports of sexual abuse shall limit the disclosure of information to individuals with a need to know in order to make decisions concerning the detainee-victim’s welfare, and for law-enforcement/investigative purposes.

7. Staff suspected of perpetrating sexual abuse or assault shall be removed from all duties.
requiring detainee contact pending the outcome of the investigation.

8. Detainees shall be encouraged to promptly report acts of harassment of a sexual nature, abuse or signs of abuse observed, and shall not be punished for reporting.

9. If sexual abuse or assault of any detainee occurs, the medical, psychological, safety and legal needs of the detainee shall be promptly and effectively addressed.

10. As appropriate to the event, the detainee victimized by an act of sexual abuse, assault or mistreatment while being detained in the facility shall be referred, under appropriate security provisions, to the health care unit for treatment. Gathering of clinical forensic evidence shall be conducted by external independent and qualified health care personnel.

11. Assaulters will be disciplined and may be subject to criminal prosecution.

12. Documentation of medical and mental health evaluations and treatment, crisis intervention counseling and recommendations for post-release follow-up treatment and/or counseling shall be retained in the detainee’s medical file in accordance with an established schedule.

13. For monitoring, evaluating and assessing the effectiveness of the sexual abuse or assault prevention and intervention program, incidents of sexual abuse or assault shall be specifically documented and tracked. ICE/ERO shall be notified promptly of any report of sexual abuse or assault.

14. The DHS Office of the Inspector General (OIG) hotline poster and all of “Appendix 2.11.C: Sexual Assault Awareness” shall be posted in every housing pod with information that assists detainees in reporting abuses.

15. Facility policies and procedures will include a requirement that staff of the opposite gender will announce their presence upon entering detainee living areas; and

16. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Sexual Abuse and Assault Prevention and Intervention” dated 12/2/2008 and incorporates the requirements for posting and distributing information to ICE/ERO detainees.
in a memorandum entitled “Sexual Assault Awareness Information” from the ICE/ERO Acting Director (10/26/2006). The information for poster formats is to be provided to detention facilities by ICE/ERO; the information for pamphlet formats is contained in “Appendix 2.11.C: Sexual Assault Awareness” of this standard.

IV. References


J-B-04, J-B-05, J-B-03.

ICE/ERO Performance-based National Detention Standards 2011:

“2.1 Admission and Release”;
“2.2 Custody Classification System”;
“2.4 Facility Security and Control”;
“2.6 Hold Rooms in Detention Facilities”;
“2.10 Searches of Detainees”;
“2.12 Special Management Units”;
“3.1 Disciplinary System”;
“4.3 Medical Care”;
“4.4 Medical Care (Women)”;
“4.5 Personal Hygiene”;
“6.2 Grievance System”; and
“7.1 Detention Files”.

“Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement

2.11 | Sexual Abuse and Assault Prevention and Intervention


V. Expected Practices

A. Written Policy and Procedures Required

Each facility’s policy and procedures shall reflect the unique characteristics of each facility, based on factors such as the availability of specialized community-based services, including rape crisis/trauma units in local medical centers, clinics and hospitals.

Each facility administrator shall have written policy and procedures for a Sexual Abuse or Assault Prevention and Intervention Program. This policy must mandate zero tolerance toward all forms of sexual abuse or assault, outline the facility’s approach to preventing, detecting, and responding to such conduct and includes, at a minimum:

1. a zero-tolerance policy for all forms of sexual abuse or assault;
2. measures taken to prevent sexual abuse and/or sexual assault;
3. procedures on preventing sexual abuse and assault, including:
   a) procedures for assessing all detainees for their risk of sexual abusiveness or victimization;
   b) procedures for housing detainees in accordance with their classification assessment;
   c) training of all employees, contractors, and volunteers on the agency’s and facility’s zero tolerance policies and their responsibilities under those policies; and
   d) notification to detainees of the facility’s Sexual Abuse and Assault Prevention and Intervention Program,

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(Revised December 2016) (As Modified by February 2013 Errata)
2. Procedures for immediate reporting of sexual abuse allegations, including the requirement that any allegation of sexual assault or attempted sexual assault be reported immediately to a supervisor and to ERO.

   a) Procedures for immediate reporting of sexual abuse allegations through the facility’s chain of command, from the reporting official to the highest facility official as well as the Field Office Director, as well as a method by which staff can report outside the chain of command;
   b) Responsibility of all staff to report allegations or suspicions of sexual assault;
   c) Referrals to law enforcement agencies;
   d) Written documentation requirements to ensure that each allegation or suspicion is properly reported and addressed;
   e) A method to receive third-party reports of sexual abuse in its facility, with information made available to the public regarding how to report sexual abuse on behalf of a detainee.

3. Measures taken for prompt and effective intervention to address the safety and treatment needs of detainee victims if an alleged assault occurs, including:
   a) Procedures for offering immediate protection, including prevention of retaliation and medical and mental health referrals;
   b) 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;
   c) Methods for addressing the alleged victim’s future safety, medical, and mental health needs;
   d) Procedures to include victim advocate services in sexual abuse or assault prevention and intervention programs, if such resources are available;

5. Procedures for investigation and discipline of assailants, including:
   a) Coordinating with ICE and other appropriate investigative agencies to ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse;
   b) Following a uniform evidence protocol, including access to a forensic medical exam, which maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions;
   c) Requirements for coordination with the ICE Office of Professional Responsibility (OPR) to investigate incidents or referral of the incident to another investigative agency;
   d) Procedures for coordination of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations, as well as coordination with the ICE Office of Professional Responsibility (OPR);
   e) Disciplinary sanctions for staff, up to and including termination when there is a substantiated allegation of sexual abuse, or when staff has violated agency sexual abuse policies.

6.

   a) The requirements for coordination with the ICE Office of Professional Responsibility (OPR) for investigation or referral of incidents of sexual assault to another investigative agency, and
discipline and prosecution of assailants (see—
“Appendix 2.11.C: Sexual Assault Awareness” in
this standard).

Each facility must have a policy and procedure for
required reporting through the facility’s chain-of-
command procedure, from the reporting official to
the highest facility official as well as the Field
Office Director—“Appendix 2.11.A: Sample Sexual
Abuse Prevention and Intervention Protocols” in
this standard offers sample protocols as guidelines
for the development of written policies and
procedures.

The facility’s written policy and procedures require
the review and approval of the Field Office Director.

The facility administrator shall ensure that, within
90 days of the effective date of adoption of this
detention standard, written policy and procedures
are in place and that the facility is in full compliance
with its requirements and guidelines. The facility
must meet all other requirements in this standard on
the effective date of the standard for the facility.

Each facility shall also post its protocols on its
website, if it has one, or otherwise make the protocol
available to the public.

The facility administrator shall review and approve
the local policy and procedures and shall ensure that
the facility:

1. Specifies procedures for offering immediate
   protection, including prevention of retaliation
   and medical and mental health referrals, to any
detainee who alleges that he/she has been
   sexually assaulted;

2. Specifies procedures for detainees to report
   allegations that allow for any staff to take a report;
   specifies procedures for reporting an allegation or
   suspicious of sexual assault through the facility’s
   chain of command, including written documentation
   requirements to ensure that each allegation or
   suspicion is properly reported and addressed;

3. Specifies medical staff’s responsibility to report
   allegations or suspicions of sexual assault to
   appropriate facility staff;

4. Specifies local response procedures (including
   referral procedures to appropriate law enforcement
   agencies) when a sexual assault is alleged or
   suspected;

5. Specifies procedures for coordination of internal
   administrative investigations with the assigned
   criminal investigative entity to ensure non-
   interference with criminal investigations;

6. Establishes procedures to include outside agencies
   in sexual abuse or assault prevention and
   intervention programs, if such resources are
   available;

7. Designates specific staff (e.g., psychologist, deputy
   facility administrator, appropriate medical staff) to
   be responsible for staff training activities;

8. Designates the senior manager responsible for
   ensuring that staff are appropriately trained and
   respond in a coordinated and appropriate fashion,
   when a detainee reports an incident of sexual abuse
   or assault;

9. Specifies how a confirmed or alleged victim’s future
   safety, medical, mental health and legal needs shall
   be addressed;

10. Specifies how medical staff shall be trained or
    certified in procedures for examining and treating
    victims of sexual assault, in facilities where medical
    staff shall be assigned these activities;

11. Designates a specific staff member to be responsible
    for detainee education regarding issues pertaining to
    sexual assault;

12. Provides instructions on how to contact DHS/OIG
    or ICE/OPR to confidentially report sexual abuse or
    assault.

CB. Acts of Sexual Abuse and/or Assault

For the purposes of this standard, the following
definitions apply:

1. Detainee-on-detainee Sexual Abuse and/or Assault

2.11 | Sexual Abuse and Assault Prevention
and Intervention

(Revised December 2016) (As Modified by February 2013 Errata)
One or more detainees, by force, coercion, or intimidation, engaging in or attempting to engage in sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees 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 vagina or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;

b. contact between the mouth and the penis, vagina 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;

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.

Specifically, detainees may be charged with prohibited acts detailed in standard 3.1 Disciplinary System:

a. Code 101 Sexual Assault;

b. Code 206 Engaging in a Sex Act;

c. Code 207 Making a Sexual Proposal;

d. Code 300 Indecent Exposure; or

e. Code 404 Using Abusive or Obscene Language.

2. Staff-on-detainee Sexual Abuse and/or

Assault

One or more staff member(s), volunteer(s), or contract personnel engaging in or attempting to engage in 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 vagina or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;

b. contact between the mouth and the penis, vagina 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. except in the context of proper searches and medical examinations 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 (including unnecessary visual surveillance) or communications aimed at coercing or pressuring a detainee to engage in a sexual act; or

f. repeated verbal statements or comments of a sexual nature to a detainee, including demeaning references to gender, derogatory comments about body or clothing, or profane or obscene language or gestures;
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.

BC Program Coordinator Compliance Manager

The facility administrator shall designate a Prevention of Sexual Abuse and Assault Prevention and Intervention Program coordinator (Compliance Manager) who shall serve as the facility point of contact for the ICE. The 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. The coordinator Compliance Manager shall:

1. assist with the development of written policies and procedures for the Sexual Abuse and Assault Prevention and Intervention Program, as specified above in this standard, and with (the program coordinator shall also be responsible for keeping them current);
2. assist with the development of initial and ongoing training protocols;
3. serve as a liaison with other agencies;
4. coordinate the gathering of statistics and reports on incidents of sexual abuse or assault, as detailed in "L. Tracking Incidents of Sexual Abuse and/or Assault Data Collection" in this standard;

5. review the results of every investigation of sexual abuse and assist in conducting an annual review of all investigations in compliance with the Privacy Act to assess and improve prevention and response efforts; and

6. review facility practices to ensure required levels of confidentiality are maintained.

D. Sexual Conduct between Detainees Prohibited

In addition to the forms of sexual abuse and/or assault defined above, all other sexual conduct – including consensual sexual conduct – between detainees is prohibited and subject to administrative and disciplinary sanctions. However, staff should be sensitive to the possibility that seemingly consensual behavior may have involved coercion by either person involved.

(It should be noted that consensual sexual conduct between detainees and staff, volunteers, or contract personnel is included within the definition of staff-on-detainee sexual abuse and/or assault above.)

E. Staff Training

Training on the facility’s Sexual Abuse or Assault Prevention and Intervention Program shall be included in training for all employees, volunteers, and contract personnel and shall also be included in annual refresher training thereafter. The level and type of training for volunteers and contractors will be based on the services they provide and their level of contact with detainees; however, all volunteers and contractors who have any contact with detainees must be notified of the facility’s zero-tolerance policy. The facility must maintain written...
documentation verifying employee, volunteer and contractor training.

4.5. Employee training shall ensure facility staff are able to fulfill their responsibilities under this standard, and shall include:

1. The facility’s zero-tolerance policies for all forms of sexual abuse;
2. definitions and examples of prohibited and illegal sexual behavior;
3. agency prohibitions on retaliation against detainees and staff who report sexual abuse;
4. the right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
5. instruction that sexual abuse and/or assault is never an acceptable consequence of detention;
6. recognition of situations where sexual abuse and/or assault may occur;
7. how to avoid inappropriate relationships with detainees;
8. working with vulnerable populations and addressing their potential vulnerability in the general population;
9. recognition of the physical, behavioral and emotional signs of sexual abuse and/or assault and ways to prevent and respond to such occurrences;
10. the requirement to limit reporting of sexual abuse and assault to personnel with a need-to-know in order to make decisions concerning the detainee-victim’s welfare, and for law enforcement/investigative purposes;
11. the investigation process and how to ensure that evidence is not destroyed;
12. prevention, recognition and appropriate response to allegations or suspicions of sexual assault involving detainees with mental or physical disabilities;
13. how to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
14. instruction on reporting knowledge or suspicion of sexual abuse and/or assault and making intervention referrals to the facility’s program; and
15. instruction on documentation and referral procedures of all allegations or suspicion of sexual abuse and/or assault.

The facility shall ensure that all volunteers and other contractors who have contact with detainees have been trained on their responsibilities under the facility’s sexual abuse prevention, detection, intervention and response policies and procedures. The level and type of training for volunteers and contractors will be based on the services they provide and their level of contact with detainees; however, all volunteers and contractors who have any contact with detainees must be notified of the facility’s zero-tolerance policy and informed how to report such incidents. In this paragraph “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.

The facility must maintain written documentation verifying employee, volunteer and contractor training. In addition to the general training provided to all facility employees, the facility shall provide specialized training on sexual abuse and effective cross-agency coordination to facility investigators who conduct investigations into allegations of sexual abuse at immigration detention facilities. This training must cover, at a minimum, interviewing sexual abuse and assault victims, sexual abuse and assault evidence collection in
confinement settings, the criteria and evidence required for administrative action or prosecutorial referral, and information about effective cross-agency coordination in the investigation process. The facility must maintain written documentation verifying specialized training provided to investigators pursuant to this paragraph.

Facility medical staff shall be trained in procedures for examining and treating victims of sexual abuse in facilities where medical staff may be assigned these activities. This training shall be subject to the review and approval of the Field Office Director or other designated ICE official.

F. Detainee Notification, Orientation and Instruction

The facility administrator shall ensure that the orientation program, required by standard “2.1 Admission and Release,” and the detainee handbook required by standard “6.1 Detainee Handbook,” notify and inform detainees about the agency’s and the facility’s zero tolerance policy for all forms of sexual abuse and assault.

Following the intake process, the facility shall provide instruction to detainees on the facility’s Sexual Abuse and Assault Prevention and Intervention Program and ensure that such instruction includes (at a minimum):

1. the facility’s zero-tolerance policy for all forms of sexual abuse or assault;
2. prevention and intervention strategies;
3. definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
4. explanation of methods for reporting sexual abuse or assault, including one or more staff members other than an immediate point-of-contact line officer, the Detention and Reporting Information Line (DRIL), the DHS/OIG and the ICE/OPR investigation processes;
5. information about self-protection and indicators of sexual abuse;
6. prohibition against retaliation, including an explanation that reporting an assault shall not negatively impact the detainee’s immigration proceedings; and
7. right of a detainee who has been subjected to sexual abuse or assault to receive treatment and counseling.

Detainee notification, orientation and instruction must be in a language or manner that the detainee understands, including for those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills. The facility shall maintain documentation of detainee participation in the instruction session.

The 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:

1. Each facility’s sexual abuse or assault prevention and intervention program shall provide detainees who are victims of sexual abuse or assault the option to report the incident or situation to a designated staff member other than an immediate point-of-contact line officer (e.g., the program coordinator or a mental health specialist). The facility shall provide detainees with the name of the program coordinator or designated staff member and information on how to contact him or her. Detainees will also be informed that they can report any incident or situation regarding sexual abuse, assault or intimidation to any staff
2. The facility shall provide instructions on how detainees may contact their consular official, the DHS Office of Inspector General, or as appropriate, another designated office, to confidentially and, if desired, anonymously report these incidents.

3. 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.

As cited earlier under “III. Standards Affected,” ICE/ERO has provided a sexual assault awareness notice to be posted on all housing-unit bulletin boards, as well as a “Sexual Assault Awareness Information” pamphlet to be distributed (see “Appendix 2.11.B-C: Sexual Abuse and Assault Awareness Brochure” in this standard). The facility shall post with this notice the name of the program coordinator PSA Compliance Manager and information about local organizations that can assist detainees who have been victims of sexual assault, 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. This information will be provided in English and Spanish, and to other segments of the detainee population with limited English proficiency, through translations or oral interpretation.

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.

G. Accommodating Detainees with Disabilities or Limited English Proficiency

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 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, or detainees who have intellectual, psychiatric, or speech disabilities, limited reading skills, or who are blind or have low vision,

a) 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,

b) providing access to written materials related to sexual abuse in formats or through methods that ensure effective communication.

Each facility shall take steps to ensure meaningful access to all aspects of the 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.

In matters relating to allegations of sexual abuse,
each facility shall employ effective expressive and receptive verbal communication techniques while communicating with detainees with disabilities in accordance with professionally accepted standards of care. Each facility shall provide detainees with disabilities and detainees with Limited English Proficiency with in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary. Interpretation services shall be provided 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.

Where practicable, provisions for written translation of materials related to sexual abuse or assault 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.

H. Victim Advocate Services

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. Each facility administrator shall consider utilizing established procedures to make available, to the full extent possible, community resources and services outside victim services.

following incidents of sexual abuse to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation, and the prosecution of sexual abuse and/or assault perpetrators to most appropriately address victims’ needs. The facility shall also attempt to make available such victim services for any individuals identified as having experienced sexual victimization prior to entering DHS custody.

The facility administrator shall maintain or attempt to enter into memoranda of understanding (MOU) 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. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible. The facility shall also 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.

GI. Prevention

All staff and detainees are responsible for being alert to signs of potential situations in which sexual assaults might occur, and for making reports and intervention referrals as appropriate. If a 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.

1. Classification and Screening

Classification is an ongoing, dynamic process. A detainee who is subjected to sexual abuse or assault shall not be returned to general population until
...any increased vulnerability of the detainee as a result of the sexual abuse or assault, is completed.

In accordance with standards “2.1 Admission and Release” and “2.2 Custody Classification System”, 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. The facility shall also use the information to inform assignment of detainees to recreation and other activities, and voluntary work.

Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.

The facility shall 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.

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.

Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to items (a), (g), (h), or (i) above.

The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this screening in order to ensure that sensitive information is not exploited to the detainee’s detriment by staff or other detainees or inmates.

Detainees with a history of sexual assault shall be identified, monitored and counseled while they are in ICE custody. Detainees identified as “high risk” for committing sexual assault shall be assessed by a mental health or other qualified health care professional and treated, as appropriate.

Detainees at risk for sexual victimization shall be identified, monitored and counseled. Detainees identified as “high risk” for sexual victimization shall be assessed by a mental health or other qualified health care professional. Detainees who are considered at risk shall be placed in the least restrictive housing that is available and appropriate. Such detainees should be assigned to administrative segregation for protective custody only 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.

2. Transportation

Detainees identified as being “at risk” for sexual victimization shall be transported in accordance...
with that special safety concern. The section on “Count, Identification and Seating,” found in standard “1.3 Transportation (by Land),” requires that transportation staff seat each detainee in accordance with written procedures from the facility administrator, with particular attention to detainees who may need to be afforded closer observation for their own safety.

3. Upgrades to Facilities and Technologies

When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility shall consider the effect of the design, acquisition, expansion, or modification upon its ability to protect detainees from sexual abuse.

When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in a facility, the facility shall consider how such technology may enhance its ability to protect detainees from sexual abuse.

H. Prompt and Effective Intervention

Staff sensitivity toward detainees who are victims of sexual abuse and/or assault is critical.

Staff shall take seriously all statements from detainees claiming to be victims of sexual assaults, and shall respond supportively and non-judgmentally. Any detainee who alleges that he/she has been sexually assaulted shall be offered immediate protection and separation from the assailant and shall be referred for a medical examination and/or clinical assessment for potential negative symptoms. Staff members who become aware of an alleged assault shall immediately follow the reporting requirements set forth in the written policies and procedures.

If a victim is transferred between 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 (unless, in the case of transfer to a non-ICE facility, the victim requests otherwise). If the receiving facility is unknown to the sending facility, the sending facility shall notify the Field Office Director, so that he or she can notify the receiving facility.

Facilities should use a coordinated, multidisciplinary team approach to responding to sexual abuse, such as a sexual assault response team (SART), which in accordance with community practices, includes a medical practitioner, a mental health practitioner, a security staff member and an investigator from the assigned investigative entity, as well as representatives from outside entities that provide relevant services and expertise. 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, ICE will 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.

Care shall be taken to place the detainee in a supportive environment that represents the least restrictive housing option possible (e.g. in a different housing unit, transfer to another facility, medical housing, or protective custody), and that takes into account any ongoing medical and mental health needs of the alleged victim.

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. 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. Where an alleged victim of sexual abuse or assault that occurred elsewhere in ICE custody is subsequently transferred to the facility, the facility shall comply with all applicable response and intervention requirements in this standard, as appropriate based on the nature and status of the case.

K. Protection Against Retaliation

Care must be taken not to punish a confirmed or alleged sexual assault victim. Staff, contractors, volunteers, and 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 abuse as a result of force, coercion, threats, or fear of force. Victimized detainees should not be subject to disciplinary action either for reporting sexual abuse or for participating in sexual activity as a result of force, coercion, threats, or fear of force.

The facility shall employ multiple protection measures, such as housing changes, removal of alleged staff or detainee abusers from contact with victims, and emotional support services for detainees or staff who fear retaliation for reporting sexual abuse or for cooperating with investigations.

Care shall be taken to place the detainee in a supportive environment that represents the least restrictive housing option possible (e.g. protective custody). However, 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. For at least 90 days following a report of sexual abuse, the 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. Items the facility should monitor include any detainee disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The facility shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.

II. Reporting, Notifications and Confidentiality

Each facility shall require all staff to report immediately any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported such an incident, and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.

Staff members who become aware of alleged sexual abuse shall immediately follow the reporting requirements set forth in the facility’s written policies and procedures.

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, make medical treatment, investigation, law enforcement, or other security and management decisions.

If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the facility shall report that information to the Field Office Director so that the agency can report the allegation to the
designated State or local services agency under applicable mandatory reporting laws.

Information concerning the identity of a detainee-victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have a need to know in order to make decisions concerning the detainee-victim’s welfare, and for law enforcement/investigative purposes.

Staff shall accept reports made verbally, in writing, anonymously, and from third parties, and promptly document any verbal reports.

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

1. Alleged Detainee Perpetrator

When a detainee(s) is alleged to be the perpetrator, it is the facility administrator’s responsibility to ensure that the incident is promptly referred to the appropriate law enforcement agency having jurisdiction for investigation (if the incident is potentially criminal) and reported to the Field Office Director, who shall report it to the OPR Joint Intake Center.

2. Alleged Staff Perpetrator

When an employee, contractor or volunteer is alleged to be the perpetrator of detainee sexual abuse and/or assault, it is the facility administrator’s responsibility to ensure that the incident is promptly referred to the appropriate law enforcement agency having jurisdiction for investigation (if the incident is potentially criminal) and reported to the Field Office Director, who shall report it to the OPR Joint Intake Center. The local government entity or contractor that owns or operates the facility shall also be notified.

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

Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the facility whose staff received the allegation shall notify the Field Office Director and the appropriate administrator of the facility where the alleged abuse occurred. The notification provided in this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation. The facility shall document that it has provided such notification. The facility where the alleged abuse occurred shall then ensure the allegation is referred for investigation and reported to the appropriate Field Office Director in accordance with this standard.

J]\textbf{JM. Investigation, Discipline and Incident Reviews and Prosecution}

If a detainee alleges sexual assault, a sensitive and coordinated response is necessary. The facility shall coordinate with ICE and other appropriate investigative agencies to ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse.

All investigations into alleged sexual assault must be prompt, thorough, objective, fair and conducted by specially trained, qualified investigators. The program coordinator shall be responsible for reviewing the results of every investigation of sexual abuse.

Where an alleged victim of sexual abuse or assault that occurred elsewhere is subsequently transferred to the detention facility, the facility shall cooperate with any administrative or criminal investigative efforts arising from the incident.

1. Preservation of Evidence
The first security staff member to respond to a report of sexual abuse, or his or her supervisor, shall preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence. When possible and feasible, appropriate staff shall preserve the crime scene, and safeguard information and evidence in coordination with the referral agency and consistent with established evidence-gathering and evidence-processing procedures. If the abuse occurred within a time period that still allows for the collection of physical evidence, the responder shall request the alleged victim not to take any actions, and shall 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. 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.

2. Forensic Examinations

Where evidentiary or medically appropriate, the facility administrator shall arrange for the alleged victim 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.

During the forensic exam, the victim may request that an outside advocate be present for support. 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.

The results of the physical examination and all collected physical evidence are to be provided to the investigative entity. Appropriate infectious disease testing, as determined by the health services provider, may be necessary. Part of the investigative process may also include an examination and collection of physical evidence from the suspected assailant(s).

In the event the investigation is being conducted by a non-federal investigating agency, the facility shall request that the investigating agency follow the applicable requirements of this standard, including subsections 1 and 2 of this section.

3. Procedures for Administrative Investigations

Each facility shall develop written procedures to establish the process for an internal administrative investigation that shall be conducted in all cases only after consultation with the assigned criminal investigative entity or after a criminal investigation has concluded. Such procedures shall establish the coordination and sequencing of the two types of investigations to ensure that the criminal investigation is not compromised by an internal administrative investigation. Upon conclusion of a criminal investigation where the allegation was substantiated, or in instances where no criminal investigation has been completed, 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.

Substantiated allegation means an allegation that was investigated and determined to have occurred. Unsubstantiated allegation means an allegation that was investigated and the investigation produced...
insufficient evidence to make a final determination as to whether or not the event occurred.

Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity. The ICE Office of Professional Responsibility will typically be the appropriate investigative office within DHS, as well as the DHS OIG in cases where the DHS OIG is conducting an investigation. All incidents and allegations of sexual abuse or assault shall be reported immediately.

The facility shall develop written procedures for administrative investigations, including provisions requiring:

(a) Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;

(b) Interviewing alleged victims, suspected perpetrators, and witnesses;

(c) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;

(d) 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;

(e) An effort to determine whether actions or failures to act at the facility contributed to the abuse;

(f) 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

(g) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.

Such procedures shall govern the coordination and sequencing of administrative and criminal investigations, in accordance with the first paragraph of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.

The departure of the alleged abuser or victim from the employment or control of the facility shall not provide a basis for terminating an investigation.

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.

Following an investigation conducted by the facility into a detainee’s allegation of sexual abuse, the facility shall notify the Field Office Director of the results of the investigation and any responsive actions taken so that the information can be reported to ICE headquarters and to the detainee.

4. Discipline

(a) Disciplinary sanctions for staff

Staff shall be subject to disciplinary or adverse action up to and including removal from their position for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse rules, policies or standards. Removal from their position is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in those acts of sexual abuse, as defined in paragraphs (a)-(d) and (g)-(h) of “Staff on Detainee Sexual Abuse and/or Assault” in “B. Acts of Sexual Abuse and/or Assault” in this standard, under the definition of staff-on-detainee abuse in Section V.B., paragraphs (a)-(d) and (g)-(h).
The facility shall report all incidents of substantiated sexual abuse by staff, and all removals of staff, 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.

The facility shall also report all such incidents of substantiated abuse, removals or resignations in lieu of removal to the Field Office Director, regardless of whether the activity was criminal, and shall make reasonable efforts to report such information to any relevant licensing bodies, to the extent known.

(b) Corrective action for contractors and volunteers

Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. 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.

Incidents of substantiated sexual abuse by a contractor or volunteer shall be reported to law enforcement agencies, unless the activity was clearly not criminal. The facility shall also report such incidents to the Field Office Director regardless of whether the activity was criminal, and shall make reasonable efforts to report such incidents to any relevant licensing bodies, to the extent known.

(c) Disciplinary sanctions for detainees

Detainees shall be subjected to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse, consistent with the requirements of Standard 3.1 “Disciplinary System.” 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. 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.

5. Sexual Abuse Incident Reviews

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. Unfounded allegation means an allegation that was investigated and determined not to have occurred. 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 or his or her designee, for transmission to the ICE PSA Coordinator. The facility shall also provide any further information regarding such incident reviews as requested by the ICE PSA Coordinator.

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.

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, Field Office Director or his or her designee, for transmission to the ICE PSA Coordinator.

KN. Medical and Mental Health Care
Services and Transfer of Detainees to Hospitals or Other Facilities

Victim of sexual abuse shall be provided emergency medical and mental health services and ongoing care. All treatment services, both emergency and ongoing, 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.

1. Access to emergency medical and mental health services

(a) Detainee victims of sexual abuse and assault 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.

(b) Where evidentiary or medically appropriate, the facility administrator shall arrange for an alleged victim to undergo a forensic medical examination, in accordance with the requirements of “M. Investigation, Discipline and Incident Reviews” of this standard.

(c) Transportation of an alleged victim for emergency care or other services provided off-site shall be arranged in a manner that takes into account the special needs of victimized detainees.

2. Ongoing medical and mental health care for sexual abuse victims and abusers

(a) 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.

(b) 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.

(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.

(d) 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.

(e) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.

(f) The facility shall attempt to conduct a mental health evaluation of all known detainees-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

When possible and feasible, victims of sexual assault shall be referred, under appropriate security provisions, to a community facility for treatment and for collection of evidence.
If available and offered by a community facility, prophylactic treatment, emergency contraception, and follow-up examinations for sexually transmitted diseases shall be offered to all victims, as appropriate.

If these procedures are performed in-house, the following guidelines apply:

1. Health care professionals shall conduct an examination to document the extent of physical injury and to determine whether referral to another medical facility is indicated. With the victim’s consent, the examination shall include collection of evidence from the victim, using a kit approved by the appropriate authority.

2. All collected forensic evidence must be secured and processed according to the facility’s established plan for maintaining the chain of custody for criminal evidence.

3. Health care professionals shall test for sexually transmitted diseases and infections (e.g., HIV, gonorrhea, hepatitis, chlamydia and other diseases/infections) and refer victim for counseling, as appropriate.

4. Prophylactic treatment, emergency contraception, and follow-up examinations for sexually transmitted diseases shall be offered to all victims, as appropriate.

Following a physical examination, a mental health professional shall evaluate the need for crisis intervention counseling and long-term follow-up.

Once the transfer has taken place, a report shall be made to the facility administrator or designee to confirm that the victim has been separated from his/her assailant. Transfers shall take into account safety and security concerns and the special needs of victimized detainees.

LQ. Tracking Incidents of Sexual Abuse and/or Assault Data Collection

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 shall be maintained in appropriate files in accordance with these detention standards and applicable policies, and retained in accordance with established schedules.

Particularly applicable to the storage, confidentiality and release of case records are the requirements of the “Confidentiality and Release of Medical Records” section of standard “4.3 Medical Care” and the requirements of standard “7.1 Detention Files,” especially in regard to the Privacy Act of 1974. Because of the very sensitive nature of information about victims and their medical condition, including infectious disease testing, staff must be particularly vigilant about maintaining confidentiality and releasing information only for legitimate need-to-know reasons.

Monitoring and evaluation are essential for assessing both the rate of occurrence of sexual assault and agency effectiveness in reducing sexually abusive behavior. Accordingly, the facility administrator must maintain two types of files of sexual abuse and assault incidents which include the following minimum information:

1. General files include:
   a. the victim(s) and assailant(s) of a sexual assault;
   b. crime characteristics the date, time, location, and nature of the incident;
c. the demographic background of the victim and perpetrator (including citizenship, age, gender, and whether either has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming);

d. detailed reporting timeline, including the names of the individuals who reported the incident and staff member receiving the report of sexual assault, date and time the report was received, and steps taken to communicate the report up the chain of command; and

e. any injuries sustained by the victim;

f. all formal and/or informal action taken, including all post-report follow up response taken by the facility (e.g. housing placement/custody classification, medical examination, mental health counseling, etc.);

g. all reports;

h. medical forms or other relevant medical information;

i. supporting memos and videotapes, if any;

j. any sanctions imposed on the perpetrator;

k. any other evidentiary materials pertaining to the allegation.

The facility administrator shall maintain these files chronologically in a secure location.

In addition, the facility administrator shall maintain a listing of the names of sexual assault victims and assailants, along with the dates and locations of all sexual assault incidents occurring within the facility, on his/her computerized incident reporting system. Such information shall be maintained on a need-to-know basis in accordance with the standards “4.3 Medical Care” and “7.1 Detention Files,” which includes protection of electronic files from unauthorized access. At no time may law enforcement sensitive documents or evidence be stored at the facility. Access to this designation shall be limited to those staff involved in the treatment of the victim or the investigation of the incident. The authorized designation shall allow appropriate staff to track the detainee victim or assailant of sexual assault across the system. Based on the designated reporting data, the ICE/ERO program office shall report annually the number of sexual assaults occurring within secure detention facilities utilized by ICE/ERO.

Data shall be provided through the SEN system.

On an ongoing basis, the facility PSA Compliance Manager and facility administrator must work with the Field Office and ICE PSA Coordinator to share data regarding sexual abuse incidents and response.

P. Facility Audits

Facilities shall cooperate with all DHS audits of the facility’s compliance with this standard, including by making available relevant documents, records, and other information as requested (including available videotapes and other electronically available data). Upon request, facilities shall also provide to DHS the results of any audits conducted of the facility against the DOJ “National Standards to Prevent, Detect, and Respond to Prison Rape.”

Facilities shall permit auditors access to all areas of the facility, and shall make available space suitable for interviews of detainees and staff. Detainees shall be permitted to have private interviews with auditors, and to send confidential information or correspondence to the auditor.
Appendix 2.11.A: Sample Sexual Abuse and Assault Prevention and Intervention Program Policy

I. Zero Tolerance Policy

[FACILITY] maintains a zero-tolerance policy for all forms of sexual abuse or assault. It is the policy of [FACILITY] to provide a safe and secure environment for all detainees, employees, contractors, and volunteers, free from the threat of sexual abuse or assault, by maintaining a Sexual Abuse and Assault Prevention and Intervention (SAAPI) Program that ensures effective procedures for preventing, reporting, responding to, investigating, and tracking incidents or allegations of sexual abuse or assault.

Sexual abuse or assault of detainees by other detainees or by employees, contractors, or volunteers is prohibited and subject to administrative, disciplinary, and criminal sanctions.

II. Definitions

For the purposes of this policy, the following definitions apply:

1 This document represents a template Sexual Abuse and Assault Prevention and Intervention Program policy, as required by Standard 2.11 “Sexual Abuse and Assault Prevention and Intervention” of the ICE 2011 Performance-Based National Detention Standards (PBNDS 2011). Facilities may choose to use this format as a manner of fulfilling the requirements for a written policy detailed in “A. Written Policies and Procedures” of Standard 2.11.

COLOR KEY:
Provisions indicated in black font comprehensively incorporate the requirements in Standard 2.11 and DHS PREA standards.
Text indicated in red bold font identifies sections where facility-specific information must be included to satisfy the requirements.

Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees 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, vagina, 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.

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, vagina, 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 a detainee; 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 a 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.

Staff and detainee perpetrators of sexual abuse, as well as detainees who engage in consensual sexual conduct, are subject to administrative and disciplinary sanctions. 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.

Contractor: A person who or entity that provides services on a recurring basis pursuant to a contractual agreement with the facility.

Volunteer: An individual who donates time and effort on a recurring basis to enhance the activities and programs of the facility.

III. Compliance Manager

The facility shall designate a Prevention of Sexual Assault (PSA) Compliance Manager who shall serve as the facility point of contact for the local field office and ICE PSA Coordinator. The PSA Compliance Manager must have sufficient time and authority to oversee facility efforts to comply with facility sexual abuse and assault prevention and intervention policies and procedures. The Compliance Manager shall:

1. Assist with the development of written policies and procedures for the SAAPI Program, and with keeping them current;

2. Assist with the development of initial and ongoing training protocols;

3. Serve as a liaison with other agencies;

4. Coordinate the gathering of statistics and reports on allegations of sexual abuse or assault;

5. Review the results of every investigation of sexual abuse and assist in conducting an annual review of all investigations to assess and improve prevention and response efforts; and

6. Review facility practices to ensure required levels of confidentiality are maintained.

[INSERT ANY ADDITIONAL DUTIES OF THE COMPLIANCE MANAGER AT THIS FACILITY RELATED TO SEXUAL ABUSE PREVENTION OR INTERVENTION]
IV. Prevention

All staff (employees, volunteers, and contractors) are responsible for being alert to signs of potential sexual abuse or assault, and to situations in which sexual abuses or assaults might occur. If a 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.

A. Screening and Classification

1. Screening and Classification Requirements

a. All detainees shall be screened upon arrival at the facility for potential risk of sexual victimization or sexually abusive behavior, and shall be housed to prevent sexual abuse or assault, taking necessary steps to mitigate any such danger.

b. Each new detainee shall be kept separate from the general population until he/she has been classified and may be housed accordingly.

c. The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.

d. The facility shall consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:

1) Whether the detainee has a mental, physical, or developmental disability;

2) The age of the detainee;

3) The physical build and appearance of the detainee;

4) Whether the detainee has previously been incarcerated or detained;

5) The nature of the detainee’s criminal history;

6) Whether the detainee has any convictions for sex offenses against an adult or child;

7) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;

8) Whether the detainee has self-identified as having previously experienced sexual victimization; and

9) The detainee’s own concerns about his or her physical safety.

Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to items (1), (7), (8), or (9) above.

e. The initial screening shall consider prior acts of sexual abuse or assault, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse or assault, as known to the facility, in assessing detainees for risk of being sexually abusive.

f. The facility shall implement appropriate protections on responses to questions asked pursuant to this screening, limiting dissemination, and ensuring that sensitive information is not exploited to the detainee’s detriment by staff or other detainees or inmates.

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(Revised December 2016) (As Modified by February 2013 Errata)
follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment. 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.

h. Detainees considered at risk for sexual victimization shall be placed in the least restrictive housing that is available and appropriate. If appropriate custodial options are not available at the facility, the facility will consult with the ICE Field Office Director to determine if ICE can provide additional assistance. Such detainees may be assigned to administrative segregation for protective custody only until an alternative means of separation from likely abuser can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.

i. The facility shall reassess each detainee’s risk of victimization or abusiveness between 60 and 90 days from the date of the 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.

j. 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.

k. When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

2. Screening and Classification Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING, E.G.:

- REFERENCES TO SPECIFIC SCREENING FORMS OR DOCUMENTS USED BY THE FACILITY
- REFERENCES TO SPECIFIC SOURCES OF INFORMATION AT THE FACILITY RELATED TO SCREENING CRITERIA
- PROCEDURES TO PROTECT SCREENING INFORMATION
- RELEVANT PROCEDURES FOR REFERRAL FOR MEDICAL OR MENTAL HEALTH FOLLOW-UP
- RELEVANT STANDARDS AND REQUIREMENTS ON THE MANAGEMENT OF ADMINISTRATIVE SEGREGATION]
• SPECIFIC HOUSING OPTIONS TO BE CONSIDERED FOR DIFFERENT DETAINES OF VARYING RISK LEVELS INCLUDING VULNERABLE DETAINES
• PROCEDURES FOR CLASSIFICATION REVIEW
• PROCESS FOR CLASSIFICATION AND HOUSING OF TRANSGENDER AND INTERSEX DETAINES

B. Staff Training

1. Staff Training Requirements

   a. Training on the facility’s SAAPI Program shall be included in initial and annual refresher training for all employees.

   b. Training shall include:
      1) The facility’s zero-tolerance policies for all forms of sexual abuse;
      2) Definitions and examples of prohibited and illegal sexual behavior;
      3) The right of detainees and staff to be free from sexual abuse, and from retaliation from reporting sexual abuse;
      4) Instruction that sexual abuse and/or assault is never an acceptable consequence of detention;
      5) Recognition of situations where sexual abuse and/or assault may occur;
      6) How to avoid inappropriate relationships with detainees;
      7) Working with vulnerable populations and addressing their potential vulnerability in the general population;
      8) Recognition of the physical, behavioral, and emotional signs of sexual abuse and/or assault and ways to prevent and respond to such occurrences;
      9) The requirement to limit reporting of sexual abuse and assault to personnel with a need-to-know in order to make decisions concerning the detainee-victim’s welfare, and for law enforcement/investigative purposes;
      10) The investigation process and how to ensure that evidence is not destroyed;
      11) Prevention, recognition and appropriate response to allegations or suspicions of sexual assault involving detainees with mental or physical disabilities;
      12) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
      13) Instruction on reporting knowledge or suspicion of sexual abuse and/or assault; and
      14) Instruction on documentation and referral procedures of all allegations or suspicion of sexual abuse and/or assault.

   c. All volunteers and other contractors\(^2\) who have contact with detainees shall be trained on their responsibilities under the facility’s sexual abuse prevention, detection, intervention and response policies and procedures. The level and type of training for volunteers and contractors will be based on the services they provide and their level of contact with detainees.

\(^2\) 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 facility.
of contact with detainees; however, all volunteers and contractors who have any contact with detainees must be notified of ICE and the facility’s zero-tolerance policy and informed how to report such incidents.

d. In addition to the general training, all facility staff responsible for conducting sexual abuse or assault investigations shall receive specialized training that covers, at a minimum, interviewing sexual abuse and assault victims, sexual abuse and assault evidence collection in confinement settings, the criteria and evidence required for administrative action or prosecutorial referral, and information about effective cross-agency coordination in the investigation process. The facility must maintain written documentation verifying specialized training provided to investigators pursuant to this requirement.

e. Facility medical staff shall be trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities. Such specialized training shall include detecting and assessing signs of sexual abuse and assault, preserving physical evidence of sexual abuse, responding effectively to victims of sexual abuse and assault, and how and to whom to report allegations or suspicions of sexual abuse or assault.

f. The facility shall maintain documentation verifying employee, volunteer and contractor training.

2. Staff Training Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING, E.G.:

- MORE SPECIFIC DESCRIPTION OF GENERAL AND/OR SPECIALIZED TRAINING CONTENT MEETING MINIMUM ELEMENTS ABOVE
- DESCRIPTION OF HOW TRAINING RECORDS ARE DOCUMENTED AT THE FACILITY
- PROCEDURES FOR TRAINING OTHER CONTRACTORS AND VOLUNTEERS]

C. Detainee Education

1. Detainee Education Requirements

a. Upon admission to [FACILITY], all detainees shall be notified of the facility’s zero-tolerance policy for all forms of sexual abuse and assault through the orientation program and detainee handbook, and provided with information about the facility’s SAAPi Program. Such information shall include, at a minimum:

1) the facility’s zero-tolerance policy for all forms of sexual abuse or assault;

2) the name of the facility PSA Compliance Manager, and information about how to contact him/her;

3) prevention and intervention strategies;

4) definitions and examples of detainee-on-detainee sexual abuse and assault, staff-on-detainee sexual abuse and assault and coercive sexual activity;

5) explanation of methods for reporting sexual abuse or assault, including one or more staff members other than an immediate point-of-contact line officer, the DHS/OIG and the ICE/OPR investigation processes;
6) information about self-protection and indicators of sexual abuse and assault;

7) prohibition against retaliation, including an explanation that reporting an assault shall not negatively impact the detainee’s immigration proceedings; and

8) the right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.

b. The facility shall provide the detainee notification, orientation, or 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.

c. The facility shall maintain documentation of detainee participation in the instruction session.

d. The facility shall post on all housing unit bulletin boards the following notices:

   1) The DHS-prescribed sexual abuse and assault awareness notice;

   2) The name of the PSA Compliance Manager; and

   3) Information about local organization(s) that can assist detainees who have been victims of sexual abuse or assault, including mailing addresses and telephone numbers (incl. toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations.

   a. The facility shall make available and distribute the DHS-prescribed “Sexual Assault Awareness Information” pamphlet.

2. Detainee Education Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING, E.G.:

   • SPECIFIC METHOD OF ORIENTATION AT THE FACILITY (E.G. IN-PERSON SESSION, VIDEO)

   • SPECIFIC CONTENT OF DETAINEE ORIENTATION PROGRAMS AS RELATED TO SEXUAL ABUSE

   • SPECIFIC PROCEDURES FOR LEP DETAINEES, DETAINEES WITH DISABILITIES, AND DETAINEES WHO HAVE LIMITED LITERACY

   • LOCAL ORGANIZATION INFORMATION TO BE PROVIDED

   • MORE SPECIFIC DESCRIPTION OF HOW DETAINEE PARTICIPATION IS TO BE DOCUMENTED AT THE FACILITY]"
b. Pat-down searches of female detainees by male staff shall not be conducted unless in exigent circumstances.

c. All pat-down searches by staff of the opposite gender shall be documented.

d. Strip searches or visual body cavity searches by staff of the opposite gender shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. 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.

e. All strip searches and visual body cavity searches shall be documented.

f. Detainees shall be able 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. Staff of the opposite gender shall announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.

g. The facility shall not search or physically examine a detainee for the sole purpose of determine 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 medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

h. All pat-down searches shall be conducted in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs and policy, including officer safety.

2. Viewing and Searches Procedures for Detainees of the Opposite Gender

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- PROTOCOLS FOR CONDUCTING PROFESSIONAL AND RESPECTFUL BODY SEARCHES
- PROCEDURES FOR ASCERTAINING WHETHER STAFF OF THE SAME GENDER IS AVAILABLE TO CONDUCT A PAT SEARCH
- SPECIFIC METHOD OR LOCATION FOR SEARCH DOCUMENTATION AT THE FACILITY]

E. Detainee Supervision

1. Detainee Supervision Requirements

a. The 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.

b. The facility administrator shall determine security needs based on a comprehensive staffing analysis and a documented comprehensive supervision guideline that is reviewed and updated at least annually.
c. 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 as well as other incidents reflecting on facility security and detainee safety, the findings and recommendations of sexual abuse incident review reports or other findings reflecting on facility security and detainee safety, the length of time detainees spend in agency custody, and any other relevant factors.

d. Frequent unannounced security inspections shall be conducted to identify and deter sexual abuse of detainees. Inspections will occur on night as well as day shifts. Staff are prohibited from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

2. Detainee Supervision Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- ELEMENTS OF THE COMPREHENSIVE SUPERVISION GUIDELINE
- PROCEDURE FOR ANNUAL REVIEWS
- PROCEDURES FOR CONDUCTING FREQUENT UNANNOUNCED SECURITY INSPECTIONS]

F. Transportation

1. Transportation Requirements

a. Detainees identified as being “at risk” for sexual victimization shall be transported in accordance with that special safety concern.

b. Transportation staff shall seat each detainee in accordance with written procedures from the facility administrator, with particular attention to detainees who may need to be afforded closer observation for their own safety.

2. Transportation Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- SPECIFIC INSTRUCTIONS FOR SEATING DETAINES WHO MAY NEED CLOSER OBSERVATION]

G. Upgrades to Facilities and Technologies

1. Requirements for Upgrades to Facilities and Technologies

a. When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility shall consider the effect of the design, acquisition, expansion, or modification upon its ability to protect detainees from sexual abuse.

b. When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in a facility, the facility shall consider how such technology may enhance its ability to protect detainees from sexual abuse.

2. Upgrades to Facilities and Technology Procedures
2. The facility shall take steps to ensure meaningful access to all aspects of the 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 facility shall employ effective expressive and receptive verbal communication techniques while communicating with detainees with disabilities in accordance with professionally accepted standards of care. The facility shall provide detainees with disabilities and detainees with limited English proficiency with in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary. Interpretation services shall be provided by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation and ICE 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.

4. Where practicable, provisions for written translation of materials related to sexual abuse or assault shall be made for any 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.

B. Accommodation Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- SPECIFIC METHODS AT THE FACILITY FOR ARRANGING IN-PERSON, TELEPHONIC, AND/OR VIDEO INTERPRETIVE SERVICES (DESIGNATED STAFF AND PROFESSIONAL INTERPRETATION SERVICES AVAILABLE AT THE FACILITY)
- INSTRUCTIONS FOR USING FACILITY TELEPHONIC INTERPRETER LINE OR REQUESTING WRITTEN TRANSLATIONS
- INSTRUCTIONS FOR WORKING WITH DETAINEEs WITH DISABILITIES AND PROCURING ANY NECESSARY ACCOMMODATIONS
- PROCEDURES FOR OBTAINING APPROVAL BY AN ICE OFFICIAL FOR THE USE OF ANOTHER DETAINEE TO PROVIDE INTERPRETATION
- ANY APPLICABLE CROSS-REFERENCES TO THE FACILITY’S LEP PLAN OR PROCEDURES]

VI. Detainee Reporting Procedures

A. Detainee Reporting Requirements

1. Detainees shall have multiple ways to privately, and if desired, anonymously, report signs or incidents of sexual abuse and assault, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents, and will not be punished for reporting.

2. Staff shall take seriously all statements from detainees claiming to be victims of sexual abuse or assault, and shall respond supportively and non-judgmentally.

3. Any detainee may report acts of sexual abuse or assault to any employee, contractor, or volunteer.

4. If a detainee is not comfortable with making the report to immediate point-of-contact line staff, he/she shall be allowed to make the report to a staff person with whom he/she is comfortable in speaking about the allegations.

5. The facility shall provide instruction on how detainees may contact their consular official or the DHS Office of the Inspector General, to confidentially and if desired, anonymously, report these incidents.

6. Reporting Through Grievance System

a. Formal grievances related to sexual abuse and assault may be filed at any time during, after, or in lieu of lodging an informal grievance or complaint and with no time limit imposed on when a grievance may be submitted.

b. Written procedures must be implemented for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse or assault. Decisions on grievances shall be issued within five days of receipt and appeals shall be responded to within 30 days.

c. Detainees 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.

d. All grievances related to sexual abuse and the facility’s decision on any such grievance must be forwarded to the Field Office Director.

B. Detainee Reporting Procedures

Detainee reports of sexual abuse or assault, retaliation for reporting sexual abuse or assault, and/or staff neglect or violations of responsibilities that may have contributed to such incidents may be made using any available methods of communication, including but not limited to:

Reports to the Facility:

a. Verbal reports to any staff member (including the PSA Compliance Manager or medical staff)

b. Written informal or formal requests or grievances to the facility

c. Sick call requests

Reports to Family Members, Friends, or Other Outside Entities:

d. Reports to an individual or organization outside the facility who can contact facility staff

Reports to DHS/ICE:

e. Written informal or formal requests or grievances (including emergency grievances) to the ICE Field Office

f. Telephone calls or written reports to the DHS/OIG, ICE/OPR, or ICE/DRIL

Reports to Consulates:

g. Telephone calls or written reports to consular officials

[INSERT SPECIFIC METHODS FOR WRITTEN COMMUNICATION WITH FACILITY STAFF, INCLUDING:

• PROCESS FOR HANDLING DETAINEE GRIEVANCES RELATED TO SEXUAL ASSAULT

• PROCESS FOR FORWARDING GRIEVANCES RELATED TO SEXUAL ABUSE TO THE ICE FOD

• ANY ADDITIONAL METHODS AT THE FACILITY FOR DETAINEES TO MAKE PRIVATE REPORTS]

VII. Staff Notification and Reporting

A. Staff Notification and Reporting Requirements

1. All staff must immediately report:

   a. Any knowledge, suspicion, or information regarding an incident or allegation of sexual abuse occurring at the facility;

   b. Any retaliation against detainees or staff who reported or participated in an investigation about sexual abuse or assault; and

   c. Any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.

2. Staff must also be able to report the above outside of the chain of command.

3. Staff shall accept reports made verbally, in writing, anonymously, and from third parties, and promptly document any verbal reports.

4. The facility shall establish a method to receive third-party reports of sexual abuse in its facility,
and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

5. The facility administrator shall promptly report the incident to the ICE Field Office Director, and refer all cases that appear potentially to support criminal prosecution to the appropriate law enforcement agency having jurisdiction for investigation.

6. If an employee, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse or assault, the facility administrator shall also notify the local government entity or contractor that operates the facility.

7. If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the facility shall report that information to the Field Office Director so that ICE can report the allegation to the designated State or local services agency under applicable mandatory reporting laws.

8. Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have a need-to-know in order to make decisions concerning the victim’s welfare, and for law enforcement/investigative purposes. Apart from such reporting, staff shall not reveal any information related to a sexual abuse and assault 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.

9. Upon receiving an allegation that a detainee was sexually abused or assaulted while confined at another facility, the facility administrator shall notify the Field Office Director and the appropriate administrator of the facility where the alleged abuse occurred as soon as possible, but no later than 72 hours after receiving the allegation. The facility administrator shall notify the detainee in advance of such reporting. The facility shall document that it has provided such notification. A facility receiving such notification shall ensure the allegation is referred for investigation and reported to the Field Office Director.

B. Staff Notification and Reporting Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:]

- FACILITY CHAIN-OF-COMMAND REPORTING STRUCTURE AND PROCEDURES/FORMS FOR DOCUMENTING IN WRITING ALL REPORTED ALLEGATIONS OR SUSPICIONS
- METHOD(S) FOR STAFF TO REPORT OUTSIDE THE CHAIN-OF-COMMAND
- METHOD FOR FACILITY TO RECEIVE THIRD-PARTY REPORTS OF SEXUAL ABUSE
- METHOD BY WHICH FACILITY MAKES AVAILABLE TO THE PUBLIC INFORMATION ON HOW TO REPORT SEXUAL ABUSE ON BEHALF OF A DETAINEE
- FACILITY PROCEDURES FOR REFERRAL TO APPROPRIATE LAW ENFORCEMENT AGENCIES
- METHOD OF FACILITY REPORTING TO ICE
VIII. Response
A. First Response
   1. First Response Requirements
      a. Staff shall take immediate action to separate any detainee who alleges that he/she has been sexually abused or assaulted from the alleged assailant, and shall refer the detainee for a medical examination and/or clinical assessment for potential negative symptoms.
      b. Staff suspected of perpetrating sexual abuse or assault shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
      c. The first security staff member to respond to a report of sexual abuse, or his or her supervisor, shall preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence.
      d. If the abuse occurred within a time period that still allows for the collection of physical evidence, the first responder shall:
         1) 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
         2) 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.
      e. If the first staff responder is not a security staff member, the responder shall request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.
   2. First Response Procedures
      [INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:]
      - INSTITUTIONAL PLAN TO COORDINATE STAFF FIRST RESPONDERS, MEDICAL AND MENTAL HEALTH PRACTITIONERS, INVESTIGATORS, AND FACILITY LEADERSHIP RESPONSE
      - REMOVING STAFF SUSPECTED OF PERPETRATING SEXUAL ABUSE FROM DETAINEE CONTACT
      - WHERE APPLICABLE, FACILITY UNIFORM EVIDENCE PROTOCOL, WHICH MAXIMIZES THE POTENTIAL FOR OBTAINING USABLE PHYSICAL EVIDENCE FOR ADMINISTRATIVE PROCEEDINGS AND CRIMINAL PROSECUTIONS]

B. Specialized Response and Victim Services
   1. Specialized Response and Victim Services Requirements
      a. The facility must use a coordinated, multidisciplinary team approach to responding to sexual abuse, such as a sexual assault response team (SART), which includes a medical practitioner, a mental health practitioner, a security staff member, and an investigator from the assigned investigative entity, as well as
representatives from outside entities that provide relevant services and expertise.

b. Staff shall utilize available community resources and services to provide valuable expertise and support in areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse and assault perpetrators to most appropriately address victims’ needs.

c. The facility shall attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.

d. The facility administrator shall establish procedures to 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.

e. Following an allegation of sexual abuse, the facility administrator shall also establish procedures to make available, to the full extent possible, additional outside victim services.

f. 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, the facility shall work with ICE to provide these services from a qualified staff member from a community-based organization, or a qualified ICE staff member. The victim advocate shall be able to provide emotional support, crisis intervention, information, and referrals.

g. The facility shall enable reasonable communication between detainees and these organizations or agencies, in as confidential a manner as possible.

h. Staff 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.

i. If a victim is transferred between 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 (unless the victim requests otherwise in the case of transfer to a non-ICE facility). If the receiving facility is unknown to the sending facility, the sending facility shall notify the Field Office Director, so that he or she can notify the receiving facility.

j. Where an alleged victim of sexual abuse or assault that occurred elsewhere in ICE custody is subsequently transferred to the detention facility, the facility shall comply with all response and intervention requirements outlined by this policy, as appropriate based on the nature and status of the case.

k. If any of these requirements cannot be met, the facility will consult with the ICE Field Office Director to determine if ICE can provide additional assistance.

2 A qualified ICE staff member or a qualified community-based staff member is an individual with training on sexual assault and forensic examination issues in general.
2. Specialized Response and Victim Services
   Procedures

   [INSERT FACILITY PROCEDURES THAT
   MEET REQUIREMENTS, INCLUDING:

   • FACILITY PLAN TO COORDINATE
     ACTIONS TAKEN BY STAFF FIRST
     RESPONDERS, MEDICAL AND
     MENTAL HEALTH PRACTITIONERS,
     INVESTIGATORS, AND FACILITY
     LEADERSHIP
   
   • REFERENCES TO ANY
     MEMORANDA OF UNDERSTANDING
     (MOU) OR OTHER FACILITY
     AGREEMENTS WITH COMMUNITY
     SERVICE PROVIDERS TO PROVIDE
     SUPPORT SERVICES FOR VICTIMS
   
   • CONTACTS FOR AVAILABLE
     COMMUNITY SERVICE PROVIDERS
     IN THE AREA (INCLUDING ANY
     RAPE CRISIS CENTERS), AND
     PROCEDURES FOR CONTACTING
     THEM
   
   • FACILITY PROCESSES TO INVOLVE
     AVAILABLE OUTSIDE COMMUNITY
     RESOURCES AND SERVICES,
     INCLUDING NATIONAL
     ORGANIZATIONS IF LOCAL
     ORGANIZATIONS ARE NOT
     AVAILABLE]

C. Housing and Protection for Victims

1. Housing and Protection Requirements

   a. Victims and vulnerable detainees shall be
      housed in a supportive environment that
      represents the least restrictive housing
      option possible (e.g. in a different housing
      unit, transfer to another facility, medical
      housing, or protective custody), and that
      will, to the extent possible, permit the victim
      the same level of privileges he/she was
      permitted immediately prior to the sexual
      assault. This placement should take into
      account any ongoing medical or mental
      health needs of the victim.

   b. Victims may not be held for longer than five
      days in any type of administrative
      segregation for protective purposes, except
      in highly unusual circumstances or at the
      request of the victim. The facility shall
      notify the appropriate ICE Field Office
      Director whenever a detainee victim, or
      detainee placed due to vulnerability to
      sexual abuse or assault, has been held in
      administrative segregation for 72 hours.

   c. 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
      or assault.

   d. Staff, contractors, and volunteers 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 abuse as a result of
      force, coercion, threats, or fear of force.

   e. The facility shall employ multiple protection
      measures, such as housing changes, removal
      of alleged staff or detainee abusers from
      contact with victims, and emotional support
      services for detainees or staff who fear
      retaliation for reporting sexual abuse or for
      cooperating with investigations.
f. For at least 90 days following a report of sexual abuse or assault, the facility, in concert with ICE, shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, 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. Items the facility should monitor include any detainee disciplinary reports, housing, or program changes, or negative performance reviews or reassignments by staff. The facility shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.

g. If any of these requirements cannot be met, the facility will consult with the ICE Field Office Director to determine if ICE can provide additional assistance.

2. Housing and Protection Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- SPECIFIC FACILITY HOUSING OPTIONS TO BE CONSIDERED FOR VICTIMS AND ASSAILANTS OF VARIOUS SECURITY CLASSIFICATION LEVELS
- SPECIFIC PROTECTION MEASURES THE FACILITY MAY TAKE FOR DETAINES OR STAFF FEARING RETALIATION
- ANY ADDITIONAL ITEMS TO BE MONITORED FOR SIGN OF POSSIBLE RETALIATION AGAINST VICTIMS OR INDIVIDUALS WHO REPORT SEXUAL ABUSE]

IX. Health Care Services

A. Health Care Services Requirements

1. Detainee victims of sexual abuse and assault 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. Transportation of an alleged victim for emergency care or other services provided off-site shall be arranged in a manner that takes into account the special needs of victimized detainees.

3. The 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.

4. 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.

5. 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.

6. Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
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.

8. All treatment services, both emergency and ongoing, 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. The facility shall provide such victims with medical and mental health services consistent with the community level of care.

B. Health Care Services Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:
- PROCEDURES FOR COORDINATING WITH AVAILABLE OFF-SITE SERVICE PROVIDERS, AS NECESSARY]

X. Investigation

A. Investigation Requirements

1. The facility to establish a protocol, to ensure that each allegation of sexual abuse is investigated by facility, or referred to an appropriate investigative authority. This protocol shall be posted on the facility website, or otherwise made available to the public.

2. The facility shall coordinate with ICE and other appropriate investigative entities to ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse. All investigations must be prompt, thorough, objective, fair, and conducted by specially trained, qualified investigators.

3. Where eviderntiarily or medically appropriate, at no cost to the detainee, and only with the detainee’s consent, the facility administrator shall arrange for an alleged victim to undergo a forensic medical examination by 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. The results of the physical examination and all collected physical evidence are to be provided to the investigative entity.

6. In the event the investigation is being conducted by a non-federal investigating agency, the facility shall request that the investigating agency follow the applicable requirements of this policy, including requirements related to evidence preservation and forensic examinations.

7. 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.

8. Administrative investigations procedures include:

a. Preservation of direct and circumstantial evidence, including any available physical DNA evidence and any available electronic monitoring data;

b. Interviewing alleged victims, suspected perpetrators, and witnesses;

c. Reviewing prior complaints and reports of sexual abuse or assault involving the suspected perpetrator;

d. 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 alleged sexual abuse or assault to submit to a polygraph;

e. An effort to determine whether actions or failures to act at the facility contributed to the abuse;

f. 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;

g. Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years; and

h. Coordination and sequencing of administrative and criminal investigations to ensure that a criminal investigation is not compromised by an internal administrative investigation.

9. The facility uses no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse are substantiated.

10. The departure of the alleged abuser or victim from the employment or control of the facility shall not provide a basis for terminating an investigation.

11. When outside agencies investigate sexual abuse and assault, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation. Where an alleged victim of sexual abuse or assault that occurred elsewhere in ICE custody is subsequently transferred to the facility, the facility shall also cooperate with any administrative or criminal investigative efforts arising from the incident.

12. Following an investigation conducted by the facility into a detainee’s allegation of sexual abuse, the facility shall notify the Field Office Director of the results of the investigation and any responsive actions taken so that the information can be reported to ICE headquarters and to the detainee.

B. Investigation Procedures

| INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- ADDITIONAL OR MORE SPECIFIC FACILITY PROCESSES FOR CONDUCTING INTERNAL ADMINISTRATIVE INVESTIGATIONS |

2.11 | Sexual Abuse and Assault Prevention and Intervention

(Revised December 2016) (As Modified by February 2013 Errata)
FACILITY PROCEDURES FOR ARRANGING FORENSIC EXAMS, AND FOR ATTEMPTING TO PROCURE A SAFE OR SANE

SPECIFIC FACILITY PROCEDURES FOR COORDINATION AND SEQUENCING OF INTERNAL ADMINISTRATIVE INVESTIGATIONS AND CRIMINAL INVESTIGATIONS

GUIDELINES FOR DETERMINING WHEN AN ADMINISTRATIVE INVESTIGATION WILL BE NECESSARY OR APPROPRIATE FOLLOWING A CRIMINAL INVESTIGATION'S FINDING OF UNSUBSTANTIATION

MEANS BY WHICH THE FACILITY POLICY IS MADE PUBLICLY AVAILABLE]

XI. Disciplinary Sanctions

A. Staff Discipline

1. Staff Discipline Requirements

   a. Staff shall be subject to disciplinary or adverse action, up to and including removal from their position, for substantiated allegations of sexual abuse or for violating ICE or facility sexual abuse rules, policies, or standards.

   b. Removal from their position is the presumptive disciplinary sanction for staff who have engaged in, attempted, or threatened to engage in sexual abuse, as defined under the definition of staff-on-detainee abuse in Section II, paragraphs (a)-(d) and (g)-(h).

   c. The facility shall report all incidents of substantiated sexual abuse by staff, and all removals of staff, or resignations in lieu of removal for violations of sexual abuse policies, to appropriate law enforcement agencies unless the activity was clearly not criminal. The facility shall also report all such incidents of substantiated abuse, removals, or resignations in lieu of removal to the Field Office Director, regardless of whether the activity was criminal, and shall make reasonable efforts to report such information to any relevant licensing bodies, to the extent known.

   d. Contractors suspected of perpetrating sexual abuse or assault shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

   e. Any contractor or volunteer who has engaged in sexual abuse or assault shall be prohibited from contact with detainees. 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 or assault, but have violated other sexual abuse policies.

   f. Incidents of substantiated sexual abuse by a contractor or volunteer shall be reported to law enforcement agencies, unless the activity was clearly not criminal. The facility shall also report such incidents to the Field Office Director regardless of whether the activity was criminal, and shall make
reasonable efforts to report such incidents to any relevant licensing bodies, to the extent known.

2. Staff Discipline Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- FACILITY DISCIPLINARY PROCESSES AND SANCTIONS FOR STAFF, CONTRACTOR OR VOLUNTEER OFFENSES RELATING TO SEXUAL ABUSE
- PROCEDURES FOR IDENTIFYING AND REPORTING TO RELEVANT LICENSING BODIES]

B. Detainee Discipline

1. Detainee Discipline Requirements

a. Detainees shall be subjected to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse or assault.

b. 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.

c. For the purpose of disciplinary action, a report of sexual abuse or assault 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.

d. If a detainee is mentally disabled or mentally ill but competent, the disciplinary process shall consider whether the detainee’s mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

2. Detainee Discipline Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- FACILITY DISCIPLINARY PROCESSES AND SANCTIONS FOR DETAINEE OFFENSES RELATING TO SEXUAL ABUSE (OR CROSS-REFERENCES TO FACILITY DETAINEE DISCIPLINARY POLICY)]

XII. Sexual Abuse Incident and Annual Reviews

A. Review Requirements

1. The facility shall conduct a sexual abuse and assault incident review at the conclusion of every investigation of sexual abuse or assault.

2. For any substantiated or unsubstantiated allegation, the facility shall 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 and assault.

3. 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, or his or her designee, for transmission to the ICE PSA Coordinator. The facility shall also provide any further...
information regarding such incident reviews as requested by the ICE PSA Coordinator.

4. 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.

5. The 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, for transmission to the ICE PSA Coordinator.

B. Review Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- SPECIFIC PROCEDURES FOR CONDUCTING INCIDENT REVIEWS, INCLUDING DETAILED FACTORS OR CRITERIA TO BE TAKEN INTO CONSIDERATION

- SPECIFIC PROCEDURES FOR CONDUCTING ANNUAL REVIEWS, INCLUDING DETAILED FACTORS OR CRITERIA TO BE TAKEN INTO CONSIDERATION]

XIII. Data Collection

A. Data Collection Requirements

1. The facility shall maintain in a secure area all case records associated with claims of sexual abuse or assault, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary.

2. The facility administrator shall maintain two types of files regarding incidents of sexual abuse and assault, which include the following minimum information:

   a. General files include:
      - the victim(s) and assailant(s) of a sexual assault
      - the date, time, location, and nature of the incident
      - the demographic background of the victim and the perpetrator (including citizenship, age, gender, and whether either has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming)
      - detailed reporting timeline, including the names of the individual who reported the incident and received the report of sexual assault, date and time the report was received, and steps taken to communicate the report up the chain of command
      - any injuries sustained by the victim
      - all formal and/or informal action taken, including all post-report follow up response taken by the facility (e.g., housing placement/custody classification,
medical examination, mental health counseling, etc.)

- all reports
- medical forms or other relevant medical information
- supporting memos and videotapes, if any
- any sanctions imposed on the perpetrator
- any other evidentiary materials pertaining to the allegation

3. The facility administrator shall maintain these files chronologically in a secure location.

4. The facility administrator shall maintain a listing of the names of sexual assault victims and assailants, along with the dates and locations of all sexual assault incidents occurring within the facility, on his/her computerized incident reporting system. Such information shall be maintained on a need-to-know basis; access shall be limited to those staff involved in the treatment of the victim or the investigation of the incident. At no time may law enforcement sensitive documents or evidence be stored at the facility.

5. On an ongoing basis, the PSA Compliance Manager and facility administrator must work with the Field Office and ICE PSA Coordinator to share data regarding sexual abuse incidents and response.

B. Data Collection Procedures

[INSERT FACILITY PROCEDURES THAT MEET REQUIREMENTS, INCLUDING:

- NAMES/TYPES OF FILES TO BE MAINTAINED REGARDING INCIDENTS OF SEXUAL ABUSE, TO BE MAINTAINED IN A SECURE AREA]

XIV. Facility Audits

The facility shall cooperate with all DHS audits of the facility’s compliance with sexual abuse and assault policies and standards, including by:

1. In advance of and during the on-site audit, making available relevant documents, records, and other information as requested (including available videotapes and other electronically available data);

2. Permitting auditors access to all areas of the facility;

3. Permitting detainees to have private interviews with auditors, and to send confidential correspondence to the auditor; and

4. Making available space suitable for interviews of detainees and staff.

XV. ICE Approval of Facility Policy

The following policies and procedures require approval by the local ICE Field Office.

1. Facility Zero Tolerance Policy outlining the facility’s approach to preventing, detecting, and responding to all forms of sexual abuse.

2. Facility policy and procedures to ensure medical staff is trained in procedures for examining and treating victims of sexual abuse (where medical staff may be assigned these duties).

3. Facility policy and procedures specifying appropriate procedures for staff to report any knowledge, suspicion, or information
regarding an incident of 1) sexual abuse that occurred in a facility; 2) 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.

4. Facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference.

5. Facility policy and procedures regarding disciplinary or adverse actions for staff, up to and including removal, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards.

[INSERT FACILITY PROCEDURES TO REQUEST AND MAINTAIN RECORDS OF ICE FIELD OFFICE REVIEW AND APPROVAL]
- Appendix 2.11.B1: Sexual Abuse and Assault Awareness Brochure (English)
- Appendix 2.11.B2: Sexual Abuse and Assault Awareness Brochure (Spanish)
How to Report Sexual Abuse and Assault
If you feel at risk of being victimized, or if you become a victim of sexual abuse or assault, report the incident immediately. There are many options for reporting. Your ICE Detainee Handbook has more information about each of these.

Report to the Facility
1. Tell any trusted staff member at the facility.
2. File an informal or formal grievance (including an emergency grievance) with the facility.

Report to the ICE Field Office
3. Tell any ICE/ERO staff member who visits the facility.
4. File a written informal or formal request or grievance to ICE/ERO.

Report to DHS or ICE Headquarters
5. Contact the ICE Detention Reporting and Information Line: 1-888-351-4024 or 9116#. Language assistance is available.
6. Contact the DHS Office of Inspector General (OIG):
   Write a letter to:
   Office of Inspector General/MAIL STOP 0305
   Department of Homeland Security
   245 Murray Lane, SW Washington, DC 20528-0305
   (202) 254-4100 / FAX: (202) 254-4285
   Call the toll-free hotline at:
   1-800-323-8603 / 1-844-889-4357 – TTY

Report to Your Consular Official
7. Call or write to your consular official.

Anonymous Reporting
You do not have to give your name to report a sexual abuse or assault. You can choose to report anonymously to the Detention Reporting and Information Line (DRIL) or the DHS OIG. You can also have somebody else report on your behalf to the facility, ICE Headquarters, or the OIG.

Will this Impact my Immigration Case or Detention?
Any report of sexual abuse, or fear of being abused or assaulted, will not negatively affect your immigration case. No one can retaliate against you in any way for reporting sexual abuse or assault.

Confidentiality
Information concerning your identity and the facts of your report will be limited to only those who need to know.

**For more information on this content, please read the ICE Detainee Handbook or ask a trusted facility staff person.**
What is Sexual Abuse and Assault

Staff-on-detainee sexual abuse and assault:

All forms of sexual acts between a detainee and a staff member (including contract guards, medical professionals, and volunteers) are prohibited against the law, regardless of whether they are consensual. If a staff member tries to or actually does have sex with you, intentionally touches you in a sexual manner, makes sexual advances or repeated sexual comments, displays his or her genitals, or engages in voyeurism, it is sexual abuse.

If You Are a Victim of Sexual Abuse or Assault

Whatever your reactions or fears, it is important to understand that you are not to blame. Sexual abuse can violate your sense of safety and trust. You may feel shocked, angry, anxious, depressed, or guilty. You may also experience a variety of physical reactions, from changes in eating and sleeping patterns to nightmares or flashbacks.

These reactions are normal, and help is available. The facility and ICE will help you get support and offer resources specific to your needs.

What Support Can You Expect from ICE and the Facility

You will be offered immediate protection from the perpetrator and you will be referred for a medical examination, when appropriate. You will also be offered mental health services and outside victim services. Some victim may also be encouraged to receive a sexual assault forensic medical exam, which can help in criminally prosecuting the perpetrator.

How Will Reports be Investigated?

When you report a sexual abuse or assault incident the facility and/or an appropriate law enforcement agency will conduct an investigation. You may be asked to participate in an interview to gather information. ICE will inform you of the result of any investigation once it is completed.

There is a difference between reporting the incident and choosing to press charges. You may choose not to immediately press charges, but you can always decide to do so later. If criminal charges are filed, it will be presented for possible prosecution. It is important for you to discuss any concerns you have with the prosecutor (or your attorney) or a victim advocate.

How Can I Protect Myself from Sexual Abuse or Assault?

Sexual abuse and assault is never the victim’s fault. Knowing the warning signs and red flags can help you stay alert and aware:

1. Report concerns.
2. Carry yourself in a confident manner. Many abusers choose victims who look like they would not fight back or who they think are emotionally weak.
3. Do not accept gifts or favors from others. Gifts or favors can come with demands or terms that the giver expects you to accept.
4. Do not accept an offer from another detainee to be your protector.
5. Find a staff member with whom you feel comfortable discussing your fears and concerns.
6. Do not use drugs or alcohol; these can weaken your ability to stay alert and make good judgments.
7. Be clear, direct and firm. Do not be afraid to say “no” or “stop it now.”
8. Choose your associates wisely. Look for people who are involved in positive activities like educational programs, work opportunities or counseling groups. Get yourself involved in these activities, if they are available at your facility.
9. If you suspect another detainee is being sexually abused or assaulted, report it using one of the methods listed in this pamphlet.
10. Trust your instincts. Be aware of situations that make you feel uncomfortable. If it does not feel right or safe, leave the situation or seek assistance. If you fear for your safety, report your concerns to staff.
Como Reportar un Abuso o una Agresión Sexual

Si usted se siente a riesgo de ser victimizado o si usted se convierte en una víctima de abuso o agresión sexual, reporte el incidente inmediatamente. Hay muchas opciones para reportar. Su Manual para los Detenidos de ICE contiene más información acerca de éstas.

Repórtelo al Centro
1. Dígaselo a cualquier empleado de confianza del centro.
2. Entregue una queja formal o informal (incluyendo una queja de emergencia) en el centro.

Repórtelo a la Oficina Regional de ICE
3. Dígaselo a cualquier empleado de ICE/ERO que visite el centro.
4. Entregue una petición o queja informal o formal a ICE/ERO.

Repórtelo a las Oficinas Centrales de DHS o ICE
6. Contacte la Oficina del Inspector General de DHS (OIG por sus siglas en inglés):
   Envíe una carta a:
   **DHS Office of Inspector General
   Attention: Office of Investigations
   Hotline 245 Murray Lane, SW
   Building 410/Mall Stop 0305
   Washington, DC 20528
   Llame gratuitamente a la línea de asistencia:
   1-800-323-8603 / 1-844-889-4357 – TTY
   **Para más información sobre este tema, por favor lea el Manual para los detenidos de ICE o pregúntele a un empleado de confianza del centro.**

Reportar Anónimamente
Usted no tiene que dar su nombre para reportar un abuso o asalto sexual. Usted puede elegir reportar anónimamente a la Línea de Información y denuncias del Centro de Detenciones del ICE (DRIL) o al DHS OIG. Usted también puede hacer que otra persona lo reporte por usted a las Oficinas Centrales de ICE o al OIG por usted.

¿Esto impactará mi caso de inmigración o detención?
Cualquier reporte de abuso sexual o temor de ser abusado o agredido no afectará negativamente su caso de inmigración. Nadie podrá tomar ninguna represalia en contra de usted por haber reportado un abuso o una agresión sexual.

Confidencialidad
La información concerniente a su identidad y los hechos de su reporte serán limitados a quienes necesitan saberlo.
¿Qué es el abuso y la agresión sexual?
Abuso y agresión sexual por parte de un detenido hacia otro detenido:
Todos los tipos de abuso y agresión sexual por parte de un detenido hacia otro detenido son prohibidos. Si un detenido lo fuerza o intenta forzarlo a participar en cualquier acto sexual, le toca las partes sexuales del cuerpo, lo fuerza a tocarle las partes sexuales de su cuerpo o usa amenazas o intimidación para presionarlo a participar en relaciones sexuales, eso es un abuso sexual.

Abuso o agresión sexual por parte de un empleado hacia un detenido:
Todos los tipos de actos sexuales entre un detenido y un empleado (incluyendo los guardias contratistas, profesionales médicos y voluntarios) son prohibidos y contrarios a la ley, aún si son con consentimiento. Si un empleado intenta o logra tener relaciones con un detenido, intencional o no, en una manera sexual, le hace proposiciones sexuales o comentarios sexuales repetidos, le muestra su área genital o participa en voyeurismo, es un abuso sexual.

Si usted es una víctima de abuso o agresión sexual
Cualquiera que sean sus reacciones o temores, es importante que entienda que no es culpable. El abuso sexual puede violar su sentido de seguridad y confianza. Puede ser que usted se sienta ofendido, valorado, amenazado o culpable. Puede ser que usted también experimente una variedad de reacciones físicas, desde cambios en sus hábitos de comer y dormir hasta pesadillas y flashbacks. Estas reacciones son normales y hay ayuda disponible. El centro y ICE le ayudarán a conseguir apoyo y ofrecen recursos específicos para sus necesidades.

¿Cómo puedo protegerme del abuso o la agresión sexual?
El abuso y la agresión sexual nunca son culpa de la víctima. El conocer las señales de alarma y actitudes sospechosas pueden ayudarle a mantenerse al tanto de lo que está sucediendo.

1. Reporte sus preocupaciones.
2. Comóntese con firmeza. Muchos abusadores eligen víctimas que no se defenderían o que ellos perciben como débiles.
3. No acepte regalos o favores de otros. Los regalos o los favores pueden venir con demandas o términos con los cuales el donante espera que usted cumpla.
4. No acepte una oferta por parte de otro detenido para ser su protector.
5. Busque un empleado con el cual usted se siente cómodo discutiendo sus temas y preocupaciones.
7. Sea claro, directo y firme. No tema decir “no” o “pare ya”.
8. Elija cuidadosamente sus asociados. Busque personas que estén involucradas en actividades positivas como los programas educacionales, oportunidades de trabajo o grupos de asesoramiento. Involúcrate en estas actividades, si están disponibles en su centro.
9. Si usted sospecha que otro detenido está siendo abusado o agredido sexualmente, repórtele usando uno de los métodos listados en este folleto.
10. Confíe en sus instintos. Esté consciente de situaciones que lo hacen sentirse incómodo. Si no se siente bien o seguro, apártase de la situación o busque asistencia. Si teme por su seguridad, repórte sus preocupaciones a un empleado.

Ya Basta
2.12 Special Management Units

I. Purpose and Scope

This detention standard protects detainees, staff, contractors, volunteers and the community from harm by segregating certain detainees from the general population in Special Management Units with an Administrative Segregation section for detainees segregated for administrative reasons and a Disciplinary Segregation section for detainees segregated for disciplinary reasons.

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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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 facility shall have a Special Management Unit (SMU) with provisions for separating the administrative segregation section, for detainees segregated from the general population for administrative reasons, from the disciplinary segregation section, for detainees segregated from the general population for disciplinary reasons.

2. Detainees housed in the general population, staff, contractors, volunteers and the local community shall be protected from harm by the segregation of certain detainees in an SMU.

3. Any detainee who represents an immediate, significant threat to safety, security or good order shall be immediately controlled by staff and, if cause exists and supervisory approval granted, placed in administrative segregation. ICE and the detainee shall be immediately provided a copy of the administrative segregation order describing the reasons for the detainee’s placement in the SMU.

4. Administrative segregation may also be available to detainees for the purpose of providing “protective custody.” A detainee shall be placed in “protective custody” status in administrative segregation only when there is documentation and supervisory approval that it is necessary to protect a detainee from harm and that no reasonable alternatives are available.

5. A detainee shall be placed in disciplinary segregation only after a finding by a disciplinary hearing panel that the detainee is guilty of a prohibited act or rule violation classified at a “greatest,” “high” or “high-moderate” level, as defined in “Appendix 3.1 A: Offense Categories: Prohibited Acts and Sanctions,” found in “3.1 Disciplinary System.”

5.6. Disciplinary segregation shall only be ordered when alternative dispositions may
6.7. Health care personnel shall be immediately informed when a detainee is admitted to an SMU and shall conduct an assessment and review of the detainee's medical and mental health status and care needs. Health care personnel shall at a minimum conduct a daily assessment of detainees in an SMU. Where reason for concern exists, a qualified medical, or mental health professional shall conduct a complete evaluation.

7.8. Detainees with serious mental illness may not be automatically placed in an SMU on the basis of such mental illness. Every effort shall be made to place detainees with serious mental illness in a setting in or outside of the facility in which appropriate treatment can be provided, rather than an SMU, if separation from the general population is necessary.

8.9. The status of detainees in SMUs shall be reviewed by supervisory staff in accordance with required time schedules, and the results of those reviews shall be documented.

9.10. A detainee shall remain in disciplinary segregation for no more than [redacted] per violation/incident, except in extraordinary circumstances, such as incidents involving violations of offenses 100 through 109 listed in the “Greatest” offense category in Appendix 3.1.A, and his/her status shall be reviewed by the facility administrator and the Field Office Director after the first 30 days and each 30 days thereafter, to determine whether continued detention in disciplinary segregation is warranted.

10.11. Detainees in SMU shall be afforded basic living conditions that approximate those provided to the general population, consistent with the safety and security considerations that are inherent in more controlled housing, and in consideration of the purpose for which each detainee is segregated.

11.12. In general, when a detainee in an SMU is deprived of any usually authorized items or activity, a report of the action shall be forwarded to the facility administrator for notice and review.

12.13. Detainees in SMU shall have regular access to supervisory, management, program and health care staff.

13.14. Each detainee in an SMU shall be offered individual recreation or appropriate group recreation time, unless documented security, safety, or medical considerations dictate otherwise.

14.15. Detainees in SMU shall be able to write, send and receive mail and correspondence as they would otherwise be able to do while detained within the general population.

15.16. Detainees in SMU shall be provided opportunities for general visitation, including legal visitation, unless there are substantial, documented reasons for withholding those privileges.

16.17. Detainees in SMU shall have access to personal legal materials, law library materials and legal visits, in accordance with provisions in the PBNDs.

17.18. Detainees in SMU shall have access to telephones, in accordance with provisions in the PBNDs.

18.19. Detainees in SMU shall have access to programs and services such as commissary, library, religious guidance and recreation, in accordance with provisions in the PBNDs.

19.20. Detailed records shall be maintained on the circumstances related to a detainee’s confinement to the SMU, through required
permanent SMU logs and individual detainee records.

20.21. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Special Management Unit (Administrative Segregation)” and “Special Management Unit (Disciplinary Segregation),” both dated 12/2/2008.

IV. References


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

- “2.4 Facility Security and Control”;
- “2.6 Hold Rooms in Detention Facilities”;
- “2.10 Searches of Detainees”;
- “2.13 Staff-Detainee Communication”;
- “3.1 Disciplinary System”;
- “4.5 Personal Hygiene”;
- “4.6 Significant Self-harm and Suicide Prevention and Intervention”;
- “5.1 Correspondence and Other Mail”;
- “5.4 Recreation”;
- “5.6 Telephone Access”;
- “5.7 Visitation”;
- “6.3 Law Libraries and Legal Material.”


V. Expected Practices

A. Placement in Administrative Segregation

Administrative Segregation status is a nonpunitive status in which restricted conditions of confinement are required only to ensure the safety of detainees or others, the protection of property, or the security or good order of the facility. For matters of safety and security, staff may have to take immediate action to control a detainee, including placement in administrative segregation.
Detainees in administrative segregation shall not be commingled with detainees in disciplinary segregation.

Each facility shall develop and follow written procedures, consistent with this standard, governing the management of its administrative segregation unit. These procedures should be developed in consultation with the Field Office Director having jurisdiction for the facility. These procedures must document detailed reasons for placement of an individual in administrative segregation. Detainees and the Field Office Director (or his designee) must be provided a copy of the administrative segregation order.

Prior to the detainee’s placement in administrative segregation, the facility administrator or designee shall review the case to determine whether administrative segregation is in fact warranted. The facility administrator may delegate to a supervisor the authority to place a detainee in administrative segregation.

1. Reasons for Placement in Administrative Segregation

A detainee may be placed in administrative segregation when the detainee’s continued presence in the general population poses a threat to life, property, self, staff, or other detainees; for the secure and orderly operation of the facility; for medical reasons; or under other circumstances as set forth below. Some examples of incidents warranting a detainee’s assignment to administrative segregation include, but are not limited to, the following.

a. A detainee is awaiting an investigation or a hearing for a violation of facility rules. Pre-disciplinary hearing detention shall be ordered only as necessary to prevent further violation of those rules or to protect the security and orderly operation of the facility.

1) Pre-disciplinary hearing detention is not to be used as a punitive measure.

2) A detainee who demonstrates good behavior during pre-disciplinary hearing detention should be considered for release to the general population while awaiting his or her disciplinary hearing.

2) Time served in pre-disciplinary hearing detention may be deducted from any time ordered by the Institution Disciplinary Panel (IDP).

3) Absent compelling circumstances, such as a pending criminal investigation, a detainee should not remain in pre-disciplinary hearing detention for a longer period of time than the maximum term of disciplinary segregation permitted for the most serious offense charged.

b. A detainee is a threat to the security of the facility. The facility administrator may determine that a detainee’s criminal record, past behavior at other institutions, behavior while in ICE/ERO detention, or other evidence is sufficient to warrant placement of the detainee in administrative segregation. Copies of records supporting this action shall be attached to the administrative segregation order.

1) As a general matter, a detainee should not be placed directly in administrative segregation as a security threat on the basis of the detainee’s misconduct at that detention facility, in the absence of any disciplinary proceedings. Instead, the facility should address the misconduct through the facility’s disciplinary processes, and may place the detainee in pre-disciplinary hearing detention pending the outcome of the disciplinary proceedings.
2) Continued placement in segregation based on prior behavior should be reviewed at the required intervals, taking into account the detainee’s behavior while in segregation. The facility shall continue to consider, in coordination with the Field Office Director where necessary, whether there are more appropriate alternatives to segregation, such as medium- to maximum-security general population housing units either within the facility or elsewhere.

4) Copies of records supporting this action shall be attached to the administrative segregation order.

b-c. A detainee requires protection. Protective custody may be initiated at the detainee’s request or by staff as needed to protect the detainee from harm. Each facility shall develop procedures to consider continued placement in protective custody as well as provisions for release from protective custody when appropriate. Frequently, the types of detainees who require this type of treatment include, but are not limited to:

1) victims of detainee assaults;
2) detainee informants or witnesses (e.g., detainees who provide information to institutional staff or any law enforcement agency concerning improper or criminal activities by others);
3) sexual predators or other detainees charged with a heinous or notorious crime;
4) detainees who have been pressured by other detainees to participate in sexual activity;
5) detainees who refuse to enter the general population because of alleged intimidation from other detainees;
6) detainees who refuse to return to the general population, but who do not provide the reason for refusal;
7) detainees who appear to be in danger of bodily harm;
8) detainees who seek protection, claiming to be former law enforcement officers or to have held sensitive law enforcement positions, whether or not there is official information to verify the claim; or
9) detainees who request protective custody.

A detainee’s age, disability, sex, sexual orientation, gender identity, race, color, national origin, or religion may not provide the sole basis for a decision to place the detainee in involuntary segregation. An individualized assessment must be made in each case.

Use of administrative segregation to protect detainees with special vulnerabilities vulnerable populations, including 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, and as a last resort.

Detainees who have been placed in administrative segregation for protective custody shall have access to programs, services, visitation, counsel and other services available to the general population to the maximum extent possible.

e-d. A detainee is scheduled for release, removal, or transfer within 24 hours. Such segregation may be ordered for security reasons or for the orderly operation of the facility.
The IDP may order recommend a detainee into be placed in administrative segregation following disciplinary segregation if it determines that releasing the detainee into the general population would pose a threat to the detainee or security and orderly operation of the facility. However, a subsequent placement in administrative segregation requires an administrative segregation order justifying the placement after the completion of the term served in disciplinary segregation, with the detainee’s behavior while in disciplinary segregation being taken into account.

A detainee transferred from disciplinary segregation to administrative segregation shall enjoy the same privileges as all other detainees in administrative segregation, provided receipt of such privileges poses no threat to the safety, security, or orderly operation of the facility.

A medical professional who ordered a detainee removed from the general population shall complete and sign an administrative segregation order (see below), unless the detainee is to stay in the medical department’s isolation ward.

2. Administrative Segregation Order

A written order shall be completed and approved by the facility administrator or designee before a detainee is placed in administrative segregation, except when exigent circumstances make such documentation impracticable. In such cases, an order shall be prepared as soon as possible.

Prior to a detainee’s actual placement in administrative segregation, the facility administrator or designee shall complete the administrative segregation order (Form I-885 or equivalent), detailing the reasons for placing a detainee in administrative segregation.

In an emergency, the detainee’s placement in administrative segregation may precede the paperwork, which the facility administrator or designee shall prepare as soon as possible after the detainee’s placement.

All memoranda, medical reports and other relevant documents shall be attached to the administrative segregation order.

If the segregation is ordered for protective custody purposes, the order shall state whether the detainee requested the segregation, and whether the detainee requests a hearing concerning the segregation.

The administrative segregation order shall be immediately provided to the detainee in a language or manner the detainee can understand, unless delivery would jeopardize the safe, secure, or orderly operation of the facility.

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.

A copy of the administrative segregation order shall also be immediately provided to the Field Office Director or his designee.

The order shall remain on file with the SMU until the detainee is returned to the general population.

When the detainee is released from the SMU, the releasing officer shall indicate the date and time of release on the administrative segregation order. The completed order shall then be
forwarded to the Chief of Security for inclusion in the detainee’s detention file.

3. Review of Detainee Status in Administrative Segregation

All facilities shall implement written procedures for the regular review of all detainees held in administrative segregation, consistent with the procedures specified below.

a. A supervisor shall conduct a review within 72 hours of the detainee’s placement in administrative segregation to determine whether segregation is still warranted.

1) The review shall include an interview with the detainee.

2) A written record shall be made of the decision and the justification. The administrative segregation review (Form I-885) shall be used for the review.

3) If the detainee has been segregated for his/her own protection, but not at the detainee’s request, the signature of the facility administrator or assistant facility administrator is required on the Form I-885 to authorize the alien’s continued detention.

b. A supervisor shall conduct 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, at a minimum.

c. The review shall include an interview with the detainee, and a written record shall be made of the decision and its justification.

d. When the reviewing authority concludes that the detainee should be removed from administrative segregation, he/she shall submit that recommendation to the facility administrator (or designee) for approval.

e. A copy of the decision and justification for each review shall be given to the detainee unless, in exceptional circumstances, this provision would jeopardize the facility’s safety, security, or orderly operations. The detainee shall also be given an opportunity to appeal a review decision to the facility administrator.

f. After seven consecutive days in administrative segregation, the detainee may exercise the right to appeal the conclusions and recommendations of any review conducted to the facility administrator. The detainee may use any standard form of written communication, for example, a detainee request, to file the appeal.

g. If a detainee has been in administrative segregation for more than 30 days and objects to that status, the facility administrator shall review the case to determine whether that status should continue. This review shall take into account the detainee’s views and shall result in a written record of the decision and its justification. A similar review shall take place each 30 days thereafter.

A multi-disciplinary committee of facility staff, including facility leadership, medical and mental health professionals, and security staff, shall meet weekly to review all detainees currently housed in the facility’s SMU. During the meeting, the committee shall review each detainee individually to ensure all staff are aware of the detainee’s status, current behavior, and physical and mental health, and to consider whether any change in status is appropriate.

Upon the request of the Field Office Director, the facility administrator shall permit ICE/ERO personnel to participate in the weekly meetings, either in person or by teleconference.

h. When a detainee has been held in administrative segregation for more than 30 days, the facility
B. Placement in Disciplinary Segregation

To provide detainees in the general population a safe and orderly living environment, facility authorities may discipline anyone whose behavior does not comply with facility rules and regulations. Such discipline may involve temporary confinement in the SMU, apart from the general population. A detainee may be placed in disciplinary segregation only by order of the IDP, or its equivalent, after a hearing in which the detainee has been found to have committed a prohibited act and only when alternative dispositions may inadequately regulate the detainee’s behavior.

1. Duration

The maximum sanction is in disciplinary segregation per violation/incident, except in extraordinary circumstances, such as incidents involving violations of offense 104-108 through 109 listed in the “Greatest” offense category in Appendix 3.1.A. After the first 30 days, and each 30 days thereafter, the facility administrator shall send a written justification for the continued segregation to the Field Office Director.

2. Disciplinary Segregation Order

A written order shall be completed and signed by the chair of the IDP (or disciplinary hearing officer) before a detainee is placed into disciplinary segregation.

a. Prior to a detainee’s actual placement in disciplinary segregation, the IDP chairman shall complete the disciplinary segregation order (Form I-883 or equivalent), detailing the reasons for placing a detainee in disciplinary segregation. All relevant documentation must be attached to the order.

b. The completed disciplinary segregation order shall be immediately provided to the detainee in a language or manner the detainee can understand, unless delivery would jeopardize the safe, secure, or orderly operation of the facility.

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.

The order shall remain on file with the SMU until the detainee is returned to the general population.

c. When the detainee is released from the SMU, the releasing officer shall indicate the date and time of release on the disciplinary segregation order. The completed order shall then be forwarded to the Chief of Security for inclusion in the detainee’s detention file.

3. Review of Detainee Status in Disciplinary Segregation

All facilities shall implement written procedures for the regular review of all disciplinary segregation cases, consistent with the following procedures:

a. A security supervisor, or the equivalent, shall interview the detainee and review his/her status in disciplinary segregation every seven days to determine whether the detainee:

1) Abides by all rules and regulations; and,

2) Is provided showers, meals, recreation and other basic living standards, as required by this detention standard.

2.12 | Special Management Units

(Revised December 2016)(As Modified by February 2013 Errata)
b. The supervisor shall document his/her findings after every review, by completing a disciplinary segregation review (Form I-887).

1) The supervisor may recommend the detainee’s early release from the SMU upon finding that time in disciplinary segregation is no longer necessary to regulate the detainee’s behavior.

2) An early-release recommendation must have the facility administrator’s approval before the detainee may be returned to the general population. In conducting this review, the facility administrator will consider any request by the detainee to present written evidence or available witnesses. The review shall take into account the detainee’s views.

3) The supervisor may shorten, but not extend, the original sanction.

4) All review documents shall be placed in the detainee’s detention file.

5) After each formal review, the detainee shall be given a written copy of the reviewing officer’s decision and the basis for his/her finding, unless such a copy may result in a compromise of institutional security. If a written copy cannot be delivered, the detainee shall be advised of the decision orally, and the detention file shall so note, identifying the reasons why the notice was not provided in writing.

c. The facility administrator and the Field Office Director shall review the status of a detainee in disciplinary segregation after the first 30 days of segregation, and each 30 days thereafter, to determine whether continued detention in disciplinary segregation is warranted. A multi-disciplinary committee of facility staff, including facility leadership, medical and mental health professionals, and security staff, shall meet weekly to review all detainees currently housed in the facility’s SMU. During the meeting, the committee shall review each detainee individually to ensure all staff are aware of the detainee’s status, current behavior, and physical and mental health, and to consider whether any change in status is appropriate. Upon the request of the Field Office Director, the facility administrator shall permit ICE/FRO personnel to participate in the weekly meetings, either in person or by teleconference.

C. Notifying ICE of Segregation
Placements and Facilitating ICE Review

1. Extended Segregation Placements.

The facility administrator must notify the appropriate Field Office Director in writing whenever an ICE detainee has been held continuously in segregation for:

a. 14 days, or 14 days out of any 21 day period;

b. 30 days; and

c. At every 30-day interval thereafter.

2. Immediate Notifications.

The facility administrator must notify the appropriate Field Office Director in writing as soon as possible, but no later than 72 hours after the initial placement of an ICE detainee in segregation if:

a. The detainee has been placed in administrative segregation on the basis of a disability, medical or mental illness, or other special vulnerability, or because the detainee is an alleged victim of a sexual assault, is an identified suicide risk, or is on a hunger strike; or

b. A detainee placed in segregation for any reason has a mental illness, a serious medical
illness, a serious physical disability, or is pregnant or recently had a miscarriage.

For the purposes of this standard, detainees with special vulnerabilities include those:

a. Who are known to be suffering from mental illness or serious medical illness;
b. Who have a disability or are elderly, pregnant, or nursing;
c. Who would be susceptible to sexual abuse or assault in the general population;
d. Who would be susceptible to harm in the general population due in part to their sexual orientation or gender identity; or
e. Who have been victims – in or out of ICE custody – of sexual assault, torture, trafficking, or abuse.

3. Updates to Segregation Status

The facility administrator must also notify the appropriate Field Office Director in writing whenever a detainee who has been the subject of a prior notification pursuant to this section is subsequently released from segregation.

4. Coordination with Field Offices in Reviewing Segregation Placements

The facility administrator shall provide all information and supporting documentation regarding segregation placements as requested by the Field Office Director. The facility administrator shall also coordinate with the Field Office Director in:

a. considering whether a less restrictive housing or custodial option is appropriate and available, including return to the general population or options to limit isolation while housed in the SMU, such as additional out of cell time and the ability to participate in group activities; and
b. recommending whether transfer may be appropriate to a hospital or to another facility where the detainee can be housed in the general population or in an environment better suited to the needs of the detainee, such as a facility that has dedicated medical beds in its clinic, a medical observation unit, a facility that has a dedicated protective custody unit, or a facility that has a Special Management Unit with enhanced privileges.

6D. Logs and Records

1. Permanent SMU Log

A permanent log shall be maintained in the SMU to record all activities concerning SMU detainees (e.g., meals served, recreational time, visitors, etc.).

The SMU log shall record the detainee’s name, A-number, housing location, date admitted, reasons for admission, status review dates, tentative release date (for detainees in disciplinary segregation), the authorizing official, and date released. These logs shall also be used by supervisory staff and other officials to record their visits to the unit.

2. Visitors’ Log

A separate log shall be maintained in the SMU of all persons visiting the unit. This separate record shall include notation of:

a. the time and date of the visit, and
b. any unusual activity or behavior of an individual detainee, with a follow-up memorandum sent through the facility administrator to the detainee’s file.

3. Special Management Housing Unit Record

The Special Management Housing Unit Record or
comparable form shall be prepared immediately upon the detainee’s placement in the SMU.

a. The special housing unit officer shall immediately record:

1) whether the detainee ate, showered, recrested, and took any medication; and

2) any additional information, such as whether the detainee has a medical condition, or has exhibited suicidal/assaultive behavior.

3) the officer who conducts the activity shall print his/her name and sign the record.

b. The facility medical officer shall sign each individual’s record when he/she visits a detainee in the SMU. The housing officer shall initial the record after the medical visits are completed, but no later than the end of the shift.

c. A new form must be created for each week the detainee is in the SMU. The completed weekly forms shall be retained at the SMU until the detainee is released from the SMU.

d. Upon a detainee’s release from the SMU, the releasing officer shall attach that detainee’s entire housing unit record to either the administrative segregation order or disciplinary segregation order and forward it to the Chief of Security or equivalent for inclusion into the detainee’s detention file.

**DE. Basic Requirements for All Special Management Units**

Conditions of confinement are based on the amount of supervision required to control a detainee and to safeguard the detainee, other detainees and facility staff.

DETAINEEs must be evaluated by a medical professional prior to placement in an SMU.

In every instance, any exceptions to these requirements shall be:

1. made only for the purpose of ensuring detainee and facility staff safety and security (i.e., not for purposes of punishment);

2. approved by a supervisor (or higher official);

3. on a temporary and situational basis, continued only for as long as it is justified by threat to the safety or security of the facility, its staff, or detainee population; and

4. documented in the Permanent SMU Unit Log and, under circumstances specified later in this detention standard, documented in a memo which shall be placed in the individual detainee’s detention file.

When a detainee in an SMU is deprived of any usual authorized items or activity, a report of the action shall be forwarded to the facility administrator for review. This report shall be made part of the detainee’s detention file.

Placement in an SMU does not constitute a valid basis for the use of restraints while in the SMU or during movement around the facility. Consistent with Standard 2.15, restraints should only be used if necessary as a precaution against escape during transfer, for medical reasons (when directed by the medical officer), or to prevent self-injury, injury to others, or serious property damage.

**EF. Translation/Interpretation Services**

Detainees shall be provided translation or interpretation services while in the SMU, to assist with their understanding of the reason and conditions of confinement as well as their rights and responsibilities while in confinement.

**FG. Special Needs**

Detainees in the SMU shall be provided appropriate accommodations and professional assistance for
disabilities and/or other special conditions as needed (e.g., medical, therapeutic, or mental health treatment), on an equal basis as those in the general population.

**GH. Control of Contraband and Tools**

In accordance with procedures detailed in standard “2.4 Facility Security and Control,” each facility administrator is required to establish written policy and procedures to control and secure SMU entrances, contraband, tools and food carts.

**HI. Cell Occupancy**

Ordinarily, the number of detainees confined to each cell or room may not exceed the capacity for which it was designed. Under exigent circumstances, before approving any additional cell occupancy on a temporary basis, the facility administrator shall consult with ICE/ERO Detention Management Division, who shall consult with DHS/ICE legal counsel. If a decision is made to approve such additional cell occupancy, a report of the action shall be filed with the facility and with the Field Office Director.

**IJ. Cell Condition**

Cells and rooms used for purposes of segregation must be well ventilated, adequately lit, appropriately heated/cooled and maintained in a sanitary condition at all times in accordance with the standards for general population, consistent with safety and security.

1. All SMU cells must be equipped with beds that are securely fastened to the cell floor or wall. SMU cells must also be conducive to maintaining a safe and secure environment for all detainees, with particular emphasis on allowing for full visibility and appropriate observation by staff and wherever possible on eliminating potential safety hazards such as sharp edges and anchoring devices.

2. Conditions for close observation in a “dry cell” without water are detailed in standard “2.10 Searches of Detainees.”

**JK. Personal Property**

Each facility shall issue guidelines in accordance with this standard concerning the property detainees may retain in each type of segregation. Generally, detainees in disciplinary segregation shall be subject to more stringent personal property restrictions and control than those in administrative segregation, given the non-punitive nature of administrative segregation.

**KL. Privileges**

Each facility shall issue guidelines in accordance with this standard concerning the privileges detainees may have in each type of segregation.

1. Administrative Segregation

Generally, these detainees shall receive the same privileges available to detainees in the general population, consistent with any safety and security considerations for detainees, facility staff and security.

When space and resources are available, detainees in administrative segregation may be provided opportunities to spend time outside their cells (in addition to the required recreation periods), for such activities as socializing, watching TV and playing board games, and may be assigned to work details (e.g., as orderlies in the SMU).

2. Disciplinary Segregation

Generally, these detainees shall have fewer privileges than other detainees in either the general population or in administrative segregation. More specifically, they are subject to more stringent personal property control including, but not limited
to, limitations on their reading material and television viewing (which may be completely terminated), and restricted commissary or vending machine purchases.

**LM. Close Supervision**

Detainees in SMU shall be personally observed and logged at least every schedule. For cases that warrant increased observation, the SMU personnel shall personally observe detainees accordingly. (See also standard “4.6 Significant Self-harm and Suicide Prevention and Intervention” and the “Dry Cells” section in the SMU Daily Schedule.)

**MN. Supervisory and Staff Visits**

In addition to the direct supervision performed by unit staff:

1. The shift supervisor shall see each segregated detainee daily, including on weekends and holidays.
2. The facility administrator (or designee) shall visit each SMU daily.
3. Program staff may visit a detainee upon his/her request.

The facility administrator may require other staff to visit each detainee daily.

**NO. Specialized Training**

Assignments of dedicated and specially trained security staff to SMUs permit staff to have both an improved understanding of the nature of the population and a greater familiarity with particular detainees. Interactions with security staff may be the primary human contact regularly afforded to detainees, and positive communications with security staff can reduce violence and are also important to the well-being of segregated detainees. Adequate training and supervision can ensure that all staff assigned to SMUs live up to this principle.

Security staff assigned to SMU shall receive specialized training in relevant topics, such as:

1. Identifying signs of mental health decompensation;
2. Techniques for more appropriate interactions with mentally ill detainees;
3. The impact of isolation; and
4. De-escalation techniques.

**PO. Health Care**

Detainees must be evaluated by a medical professional prior to placement in an SMU (or when that is infeasible, as soon as possible and no later than within 24 hours of placement). The assessment should include a review of whether the detainee has been previously diagnosed as having a mental illness. Health care personnel shall conduct face-to-face medical assessments at least once daily for detainees in an SMU. Where reason for concern exists, assessments shall be followed up with a complete evaluation by a qualified medical or mental health professional, and indicated treatment.

Detainees with serious mental illness may not be automatically placed in an SMU on the basis of such mental illness. Every effort shall be made to place detainees with serious mental illness in a setting in or outside of the facility in which appropriate treatment can be provided, rather than an SMU, if separation from the general population is necessary.

Medical visits shall be recorded on the SMU housing record or comparable form, and any action taken shall be documented in a separate logbook. The facility shall provide out-of-cell, confidential psychological assessments and visits for detainees whenever possible, to ensure patient privacy and to eliminate barriers to treatment.
Mental health staff shall conduct a face-to-face psychological review of all detainees in an SMU. A detainee’s mental health status shall be reviewed and documented at least once every 30 days.

Detainees with a medical or mental illness, or identified as being a suicide risk or on a hunger strike shall be removed from segregation if IHSC or facility medical staff determine that the segregation placement has resulted in deterioration of the detainee’s medical or mental health, and an appropriate alternative is available.

1. Detainees with Serious Mental Illnesses

Detainees with a serious mental illness, disorder or condition (SMI), as defined in Standard 4.3 “Medical Care”, may not be automatically placed in an SMU on the basis of such mental illness. Every effort shall be made to place detainees with an SMI in a setting in or outside of the facility in which appropriate treatment can be provided, rather than an SMU, if separation from the general population is necessary.

The facility shall coordinate with the Field Office Director in seeking alternatives to SMU housing for detainees with an SMI, potentially including transfer to a hospital or to another facility.

For any detainee with an SMI placed in restrictive housing:

1. Mental health staff shall conduct a mental health consultation within 72 hours of the detainee’s placement in restrictive housing;

2. A multi-disciplinary committee of facility staff, including facility leadership, medical and mental health professionals, and security staff, shall meet weekly to review the detainee’s placement in restrictive housing;

3. At least weekly, a mental health provider shall conduct face-to-face clinical contact with the detainee, to monitor the detainee’s mental health status, identify signs of deterioration, and recommend additional treatment as appropriate.

The facility shall seek to develop enhanced opportunities for in-cell and out-of-cell therapeutic activities and additional unstructured out-of-cell time for detainees with an SMI, to the extent such activities can be conducted while ensuring the safety of the detainee, staff, and other detainees.

2. Pregnant Detainees

Women who are pregnant, who are post-partum, who recently had a miscarriage, or who recently had a terminated pregnancy should as a general matter not be placed in an SMU. In very rare situations, a woman who is pregnant, is postpartum, recently had a miscarriage, or recently had a terminated pregnancy may be placed in an SMU as a response to behavior that poses a serious and immediate risk of physical harm, or if the detainee has requested to be placed in protective custody administrative segregation and there are no more appropriate alternatives available. Even in such cases, this decision must be approved by a representative of the detention facility administration, in consultation with a medical professional, and must be reviewed every 48 hours.

QP. Meals

Detainees in SMU shall be provided three nutritionally adequate meals per day, according to the general population meal schedule and ordinarily from the same menu. Deviation from meals served to the general population must be documented, including an explanation as to why SMU did not receive the same meal.

RQ. Clothing and Personal Hygiene

In accordance with standard “4.5 Personal Hygiene,” detainees in SMU may share and shower
In accordance with standard “5.1 Correspondence and Other Mail,” detainees in an SMU may write, send, and receive letters and other correspondence, in a manner similar to those housed in the facility’s general population.

In accordance with standard “5.7 Visitation,” while in an SMU, a detainee ordinarily retains visiting privileges. Segregated detainees may ordinarily use the visiting room during normal visiting hours. However, the facility may restrict or disallow visits for a detainee who violates visitation rules or whose behavior otherwise indicates the detainee would be a threat to the security or the good order of the visiting room.

1. Visitation may be restricted or disallowed when a detainee participates in visitation while in restraints. If the detainee’s behavior warrants restraints, the visit may not be granted under general population visiting conditions.

2. Under no circumstances may detainees participate in visitation while in restraints. If the detainee’s behavior warrants restraints, the visit may not be granted under general population visiting conditions.

3. Where visits are restricted or disallowed, a report shall be filed with the facility administrator and ICE/ERO, and made part of the detainee’s file.

4. Detainees in protective custody, and violent and disruptive detainees, shall not use the visitation room during normal visitation hours. In cases in which a visit would present an unreasonable security risk, visits may be disallowed for a particular detainee.

In accordance with standard “5.7 Visitation,” detainees in SMU may not be denied legal visitation. However, the facility administrator or designee may implement whatever security precautions are necessary to protect the detainee and visitors and maintain good order. In such cases, staff shall advise legal service providers and
assistants of any security concerns as soon as possible.

**VU. Religious Guidance**

In accordance with standard “5.5 Religious Practices,” detainees in an SMU shall be permitted to participate in religious practices, consistent with the safety, security, and orderly operation of the facility.

Detainees in an SMU shall be allowed visits by members of the clergy or other religious service providers, upon request, unless the supervisor determines that such a visit presents a safety or security risk or would interfere with the orderly operation of the facility. Violent or uncooperative detainees may be temporarily denied access to religious guidance. Staff shall advise the religious service provider of the detainee’s present state of behavior before he/she agrees to visit the detainee.

Each facility shall develop procedures to allow detainees to retain religious items within their possession (e.g., religious wearing apparel, religious headwear, prayer rugs, beads, prayer rocks, medallions) consistent with good security practices. (See also standard “5.5 Religious Practices”).

**VV. Reading Materials (Non-Legal)**

Detainees in SMU shall have access to reading materials, including religious materials, in English, Spanish, and other languages frequently encountered in the facility population. The Recreation Specialist shall offer each detainee soft-bound, reading materials of this type on a rotating basis.

**VW. Legal Materials**

Detainees in SMU shall have access to legal materials in accordance with standard “6.3 Law Libraries and Legal Material.”

Detainees may retain all personal legal material upon admittance to an SMU, provided such material does not create a safety, security, or sanitation hazard.

Detainees with a large amount of personal legal material may be required to place a portion with their stored personal property, with access permitted during scheduled hours. Requests for access to such legal material shall be accommodated as soon as possible, but in no case more than 24 hours after receipt of the initial detainee request to retrieve documents, except in the event of documented security reasons.

**XX. Law Library and Legal Rights Group Presentations Access**

In accordance with standard “6.3 Law Libraries and Legal Material,” detainees housed in administrative segregation or disciplinary segregation units shall have the same law library access as the general population, unless compelling security concerns require limitations.

1. Facilities may supervise the library use of a detainee housed in an SMU as warranted by the individual’s behavior. Violent or uncooperative detainees may be temporarily denied access to the law library if necessary to maintain security, until such time as their behavior warrants resumed access. In some circumstances, legal material may be brought to individuals in disciplinary segregation.

2. Detainees segregated for protection must be provided access to legal materials. Such detainees may be required to use the law library separately or, if that is not feasible, legal materials must be brought to them, upon request.

3. Denial of access to the law library must be:
   a. supported by compelling security concerns;
   b. for the shortest period required for security;
c. fully documented in the SMU housing logbook.

The facility administrator shall notify ICE/ERO every time access is denied, with documentation placed in the detention file.

In accordance with standard “6.4 Legal Rights Group Presentations,” facility staff and/or ICE/ERO shall notify detainees in segregation in advance of legal rights group presentations and provide these detainees an opportunity to attend. Group legal rights presentations shall be open to all detainees, including detainees in SMUs, except when a particular detainee’s attendance may pose a security risk. If a detainee in segregation cannot attend for this reason, designated facility staff shall make alternative arrangements to offer a separate presentation and individual consultation to the detainee, if the detainee or the presenter so requests.

ZY. Recreation

Recreation for detainees housed in the SMU shall be separate from the general population.

Facilities are encouraged to maximize opportunities for group participation during recreation and other activities, consistent with safety and security considerations. Recreation As necessary or advisable to prevent assaults and to reduce management problems, recreation for some certain individuals shall be solitary and shall occur separate from all other detainees when necessary or advisable to prevent assaults and to reduce management problems. In accordance with standard “5.4 Recreation”:

1. Each detainee in the SMU shall receive (or be offered) access to exercise opportunities and equipment outside the living area and outdoors, unless documented security, safety or medical considerations dictate otherwise.

2. Detainees in the SMU for administrative reasons shall be offered at least one hour of recreation per day, outside their cells and scheduled at a reasonable time, at least seven days per week. Detainees in the SMU for disciplinary reasons shall be offered at least one hour of recreation per day, outside their cells and scheduled at a reasonable time, at least five days per week.

**Detainees in the SMU for administrative reasons shall be offered at least two hours of exercise per day, seven days a week, unless documented security, safety or medical considerations dictate otherwise.

**Detainees in the SMU for disciplinary reasons shall be offered at least one hour of exercise per day, seven days a week, unless documented security, safety or medical considerations dictate otherwise.

3. Where cover is not provided to mitigate inclement weather, detainees shall be provided weather-appropriate equipment and attire.

4. The recreation privilege shall be denied or suspended only if the detainee’s recreational activity may unreasonably endanger safety or security:
   a. A detainee may be denied recreation privileges only with the facility administrator’s written authorization, documenting why the detainee poses an unreasonable risk even when recreating alone. However, when necessary to control an immediate situation for reasons of safety and security, SMU staff may deny an instance of recreation, upon verbal approval from the shift supervisor, and shall document the reasons in the unit logbook(s). The supervisor may also require additional written documentation from the SMU staff for the

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(Revised December 2016)(As Modified by February 2013 Errata)
facility administrator. When a detainee in an SMU is deprived of recreation (or any usual authorized items or activity), a written report of the action shall be forwarded to the facility administrator. Denial of recreation must be evaluated daily by a shift supervisor.

b. A detainee in disciplinary segregation may temporarily lose recreation privileges upon a disciplinary panel’s written determination that he/she poses an unreasonable risk to the facility, himself/herself, or others.

c. When recreation privileges are suspended, the disciplinary panel or facility administrator shall provide the detainee written notification, including the reason(s) for the suspension, any conditions that must be met before restoration of privileges, and the duration of the suspension provided the requisite conditions are met for its restoration.

d. The denial of recreation privileges shall be included as part of the regular reviews required for all detainees in SMU status. In accordance with SMU procedures, and using the forms required by this standard, the reviewer(s) shall state, in writing, whether the detainee continues to pose a threat to self, others, or facility security and, if so, why.

e. Denial of recreation privileges for more than seven days requires the concurrence of the facility administrator and a health care professional. It is expected that such denials shall rarely occur, and only in extreme circumstances.

f. The facility shall notify the Field Office Director in writing when a detainee is denied recreation privileges in excess of seven days.

AAZ. Other Programs and Activities

The facility should seek ways to increase the minimum amount of time that detainees in the SMU spend outside their cells, and to offer enhanced in-cell opportunities. In addition to recreation, out-of-cell time might include opportunities for education, clinically appropriate treatment therapies, skill-building, and social interaction with staff and other detainees.

BBAA Telephone Access

As detailed in standard “5.6 Telephone Access,” detainees in SMU shall have access to telephones in a manner that is consistent with the special safety and security requirements of such units. Detainees shall be permitted to place calls to attorneys, other legal representatives, courts, government offices (including the DHS Office of the Inspector General, DHS Office for Civil Rights and Civil Liberties, ICE/OPR Joint Intake Center, and embassies or consulates, according to the facility schedule. Any denial of telephone access shall be documented.

In general, any detainee in an SMU may be reasonably restricted from using or having access to a phone if that access is used for criminal purposes or would endanger any person, or if the detainee damages the equipment provided. In such instances, staff must clearly document why such restrictions are necessary to preserve the safety, security and good order of the facility. Detainees in disciplinary segregation may be restricted, as part of the disciplinary process, from using telephones to make general calls. However, even in disciplinary segregation, detainees shall have telephone access for special purposes.

CCBB. Review of policies

The facility administrator shall establish a standing committee, consisting of security, medical, and other staff, to regularly evaluate SMU policies and practices, and seek to develop safe and effective alternatives to restrictive housing, as well as...
enhanced SMU conditions and programs.
2.13 Staff-Detainee Communication

I. Purpose and Scope

This detention standard enhances security, safety and orderly facility operations by encouraging and requiring informal direct and written contact among staff and detainees, as well as informal supervisory observation of living and working conditions.

This standard also requires the posting of hotline informational posters from the Department of Homeland Security (DHS) Office of the Inspector General (OIG).

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. Detainees shall have frequent opportunities for informal contact with facility managerial and supervisory staff and with ICE/ERO Field Office staff.

2. Facility managerial and supervisory staff and ICE/ERO Field Office staff shall directly observe facility operations and conditions of confinement.

3. Detainees shall be able to submit written questions, requests, grievances and concerns to ICE/ERO staff and receive timely responses.

4. Detainees shall be informed how to directly contact DHS/OIG.

5. Detainee telephone serviceability shall be monitored and documented by ICE staff, and any problems shall be reported immediately.

6. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 the standard on “Staff-Detainee Communication” dated 12/2/2008.

IV. References


V. Expected Practices

A. Staff and Detainee Contact

ICE/ERO detainees shall not be restricted from having frequent informal access to and interaction with key facility staff members, as well as key ICE/ERO staff, in a language they can understand. ICE/ERO staff members shall announce their presence when entering a housing unit.

The local supplement to the detainee handbook shall include contact information for the ICE/ERO Field Office and the scheduled hours and days that ICE/ERO staff is available to be contacted by detainees at the facility. The same information shall be posted in the living areas (or “pods”) of the facilities. Posted contact information shall be updated quarterly or more frequently as necessary to reflect changes in ICE/ERO personnel.

B. Written Detainee Requests to Staff

Detainees may submit written questions, requests, grievances or concerns to ICE/ERO staff, using the detainee request form, a local IGSA form, or a sheet of paper.

Facilities must also allow any ICE/ERO detainee dissatisfied with the facility’s response to file a grievance appeal and communicate directly with ICE/ERO.

Such informal written requests are not intended as a substitute for the more formal process specified in standard “6.2 Grievance System.” However, informal written requests may be used to resolve informal grievances, as described in that standard.

To prepare a written request, a detainee may obtain assistance from another detainee, the housing officer, or other facility staff and may, if he/she chooses, seal the request in an envelope that is clearly addressed with name, title, and/or office to which the request is to be forwarded.

Each facility administrator shall:

- Ensure that adequate supplies of detainee requests forms, envelopes and writing implements are available.
- Have written procedures to promptly route and deliver detainee requests to the appropriate ICE/ERO officials by authorized personnel (not detainees) without reading, altering, or delaying such requests.
- Ensure that the standard operating procedures include provisions to translate detainee requests and staff responses and otherwise accommodate detainees with special assistance needs based on, for example, disability, illiteracy, or limited use of English proficiency. When language services are needed, the facility should use bilingual staff or qualified interpretation and translation services when an employee needs to communicate with limited English proficient persons/detainees. The facility will provide detainees with disabilities auxiliary aids and services, when such aids and services are
needed to ensure effective communication with a detainee with a disability.

- The facility shall provide a secure drop-box for ICE detainees to correspond directly with ICE management. Only ICE personnel shall have access to the drop-box.

1. Response Times

a. In Facilities with ICE/ERO Onsite Presence
   The ICE/ERO staff member receiving the request shall normally respond in person or in writing as soon as possible and practicable, but no later than within three (3) business days of receipt.

b. In Facilities without ICE/ERO Onsite Presence
   Each detainee request shall be forwarded to the ICE/ERO office of jurisdiction within two business days and answered as soon as practicable, in person or in writing, but no later than within three business days of receipt. All dates shall be documented.

2. Record Keeping and File Maintenance

All requests shall be recorded in a logbook (or electronic logbook) specifically designed for that purpose. At a minimum, the log shall record:

a. date of receipt;

b. detainee’s name;

c. detainee’s A-number;

d. detainee’s nationality;

e. name of the staff member who logged the request;

f. date that the request, with staff response and action, was returned to the detainee;

g. any other pertinent site-specific information, including detention condition complaints;

h. specific reasons why the detainee’s request is urgent and requires a faster response; and

   i. the date the request was forwarded to ICE/ERO and the date it was returned shall also be recorded.

A copy of each completed detainee request shall be filed in the detainee’s detention file and be retained there for three years at minimum. Copies of confidential requests shall be maintained in the A-file.

3. Detainee Handbook

As required by standard “6.1 Detainee Handbook,” each facility’s handbook (or supplement) shall advise detainees in a language or manner that they understand of the procedures to submit written questions, requests, or concerns to ICE/ERO staff, as well as the availability of assistance to prepare such requests.

C. Monitoring Detainee Telephone Services

Field Office Directors shall ensure that all phones for detainee use are tested at least weekly in accordance with standard “5.6 Telephone Access.”

Staff shall report any telephone serviceability problem within 24 hours to the appropriate ICE point of contact.

Staff shall document each serviceability test on a form that has been provided by ERO, and each Field Office shall maintain those forms, organized by month, for three years.

D. OIG Hotline Informational Posters

DHS/OIG periodically revises a “DHS OIG Hotline” poster which is to be posted in facilities that house ICE/ERO detainees.

1. The chief of the Detention Standards Compliance Unit in the ERO headquarters Detention Management Division is designated as
the contact point for coordination with OIG and is responsible for distribution of hotline posters to Field Office Directors.

2. Field Office Directors shall distribute sufficient numbers of the posters to all facilities that house ICE/ERO detainees. Each Field Office shall maintain a master copy from which additional copies may be duplicated as needed.

3. The facility administrator shall ensure that posters are mounted in every housing unit and in appropriate common areas (e.g., recreation areas, dining areas, processing areas).

4. During staff-detainee communication visits, ICE/ERO staff shall verify the presence of posters at designated locations and shall ensure that any missing or destroyed posters are replaced as soon as possible.
2.14 Tool Control

I. Purpose and Scope

This detention standard protects detainees, staff, contractors and volunteers from harm and contributes to orderly facility operations by maintaining control of tools, culinary utensils and medical and dental instruments, equipment and supplies.

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 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.

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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

II. Expected Outcome

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

1. Tools, maintenance implements, culinary utensils, medical and dental instruments, equipment and supplies (particularly syringes, needles and other sharps) shall be maintained on an inventory, and continually controlled and accounted for to ensure the safe and orderly operation of the facility.

III. Standards Affected

This detention standard replaces “Tool Control” dated 12/2/2008.

IV. References


V. Expected Practices

A. Control, Care and Accountability for Tools

1. Prevents their use in escape attempts, as weapons, and in other ways that can be hazardous to individual safety or the good order of the facility.

2. Improves the appearance of shop and construction areas.

3. Helps ensure that tools are in good repair when needed.

4. Reduces costs of tool maintenance and inventory.

5. Holds detainees accountable for tools that have been assigned to them.

B. Written Policy and Procedures Required

Each facility administrator shall develop and implement a written tool control system that establishes the following:

1. a staff position responsible for:
   a. developing and implementing tool control procedures, and
b. establishing an inspection system to ensure accountability;

The facility administrator shall delegate these responsibilities to the Chief of Security and shall also assign, in writing, the duties of tool control officer to a staff member of the Facility Maintenance Department;

2. a tool classification system;

3. procedures for marking tools so they are readily identifiable;

4. procedures for storing tools;

5. procedures and schedules for regular inventories of tools;

6. procedures for issuing tools to staff and detainee workers;

7. procedures governing lost tools;

8. procedures for surveying and destroying excess, broken, or worn-out tools; and

9. procedures for inspecting and controlling tools and equipment brought into the facility temporarily (e.g., repair and maintenance workers, sports teams.)

C. Tool Classification

The facility shall develop and implement a tool classification system.

Tools are assigned one of two categories:

1. restricted (class “R”)—dangerous/hazardous tools, and

2. non-restricted—non-hazardous tools.

Class “R” tools include:

1. tools too dangerous for detainees to handle without constant staff supervision;

2. tools to which detainee access is prohibited;

3. tools that could facilitate an escape or an escape attempt;

4. tools that are useful in making weapons, could double as weapons, or are capable of causing serious bodily harm;

5. power hand tools, with or without cords; and

6. other tools which are generally hazardous to facility security or personal safety.

Examples of restricted tools include:

1. 

2. 

3. 

4. 

5. 

6. 

7. 

8. 

9. 

The facility administrator shall establish a policy document on facility tool use and storage that includes separate, comprehensive, alphabetical lists of both restricted and non-restricted tools.

1. The lists shall indicate which of the listed tools are available on-site, describe them by type, and specify tool sizes.

2. The lists shall be kept current by formatting them as attachments to the policy document, and shall be maintained and updated electronically.

3. The lists shall be updated and distributed at least quarterly.

Tools included in tool sets and tools sized sequentially in standard increments may appear as a single listing. For example:
D. Daily Removal and Storage of Class “R” Tools

Staff shall remove restricted tools from work areas at the end of each workday for safekeeping in a

E. Acetylene

Staff shall:

1. restrict the supply of acetylene entering the facility to the amount needed in a single day; and

2. at the end of each workday, store the used and

in accordance with applicable codes, standards and regulations (Occupational Safety and Health Administration’s industrial safety regulations, etc.).

F. Departmental Responsibilities

At a minimum, the following departments shall maintain tool inventories:

1. Facility Maintenance Department;
2. Medical Department;
3. Food Service Department;
4. Electronics Shop;
5. Recreation Department; and
6. Armory

Each department head is responsible for implementing tool control procedures in that department, and the following procedures are specifically required of the facility maintenance department head, health services administrator (HSA), food service manager, electronics technician, recreation specialist and senior firearms instructor:

1. prepare a computer-generated inventory of all class “R” tools in the maintenance restricted-tool room, the medical facility, the food service department, the electronics work area, recreation areas and the armory;

2. post a copy of the class “R” tool inventory with the equipment in a prominent position in the equipment area;

3. submit a second copy of the inventory to the Chief of Security;

4. retain a third copy in the department;

5. review and where necessary revise the class “R” tool inventory on a regular schedule:
   a. weekly—food service,
   b. monthly—facility maintenance, medical, and
   c. quarterly—electronics work area, recreation areas, armory;

6. forward a copy of the inventory report to the facility administrator;

7. report missing tools in accordance with procedures specified below; and

8. include on all inventory sheets the date of issuance/revision.

G. Tool Identification

The facility administrator shall establish written
procedures for marking tools and making them readily identifiable.

1. The tool control officer shall mark every tool in every work location with a symbol signifying its storage location (e.g., Some tools shall require AMIS bar-coding.

2. Tools too small, fragile, or otherwise susceptible to damage (e.g., surgical instruments, micrometers, small drill bits) shall be inventoried and kept in locked storage when not in use.

H. Storage in Work Areas

The facility administrator shall establish written procedures for a tool-storage system that ensures accountability. Commonly used, mounted tools shall be stored so that a tool’s disappearance shall not escape attention.

1. Work-detail supervisors shall account for all tools at the end of every work period.

2. Shadow boards shall provide storage for tools that can be mounted, as follows:
   a. one tool per shadow;
   b. tool and shadow identical in size and shape; and
   c. color-coded:
      1) white backgrounds for all shadow boards
      2) red shadows for restricted tools
      3) black shadows for non-restricted tools

3. When a tool is removed from the inventory, its shadow shall likewise be removed from the shadow board;

4. Shadow boards accessible to detainees shall have expanded-metal covers and shall be locked when not in use;

5. All restricted tools shall be secured in a central tool room, isolated from the housing units;

6. If maintenance workers are assigned personal shadow boards, the boards must have expanded-metal covers;

7. Infrequently used tools may be stored in individual tool cages with shadow boards, secured by hasp and padlock:
   a. they must be included in the regular inventory checks;
   b. a tag shall indicate the tool has been removed from its cage and a sign-in/out board shall indicate area, date, times and user;
   c. the staff member responsible shall maintain an inventory sheet in the tool cage and provide a copy to the tool control officer;
   d. Tools not adaptable to shadow boards shall be kept in a locked drawer or cabinet;
   e. Staff shall not open sterile packs for inventory or any other non-medical reason, except when tampering or theft is suspected, in which case staff shall contact the health services department before opening a pack from which instruments may have been removed. To prevent such incidents, sterile packs shall be stored under lock and key at all times; and
   f. Individual toolboxes containing tools used on a daily basis must be secured with

The individual responsible for the toolbox shall keep an inventory sheet in the toolbox, and the tool control officer shall maintain copies of all such inventory sheets.

I. Receipt of Tools

1. If the warehouse is located outside the secure perimeter, the warehouse shall receive all tool deliveries.
If the warehouse is located within the secure perimeter, the facility administrator shall develop site-specific procedures (e.g., storing the tools at the rear sally port until picked up and receipted by the tool control officer). The tool control officer shall immediately place certain tools (e.g., hand saw blades, files and all restricted tools) in secure storage.

2. New tools shall be issued only after the tool control officer has marked and inventoried them. Inventories that include any portable power tools shall provide brand name, model, size, description and inventory control/AMIS number.

J. Tool Inventories

The facility administrator shall schedule and establish procedures for the mandatory inventorying of all tools. Facilities shall use inventory control number/AMIS bar code labels as necessary.

1. Inventory maintenance at each work location is the responsibility of the detail supervisor and department head.

2. The work detail supervisor or staff member assigned a toolbox shall be accountable for the control of his/her assigned tools on a daily basis.

3. Any tool permanently removed from service shall be turned in to the tool control officer for record keeping and safe disposal.

4. Tool inventories shall be numbered and posted conspicuously on all corresponding shadow boards, toolboxes and tool kits. While all posted inventories must be accurate, only the master tool inventory sheet in the office of the Chief of Security requires the certifiers’ signatures.

5. Tools in current use shall be inventoried in accordance with the following schedule:
   a. Annual
      Once each year at a minimum, the tool control officer and employees responsible for tools shall together inventory all tools/equipment on-site.

   1) Each inventory-taker shall certify with name, title and identification number the accuracy of that inventory. Certification must be approved by the facility maintenance supervisor and Chief of Security.

   2) The tool control officer shall provide the Chief of Security a complete set of the separate inventories (e.g., restricted tools, non-restricted tools) referred to as the Master Tool Inventory Sheet.

b. Quarterly
To ensure the accuracy and completeness of current inventory listings and check the condition of shadows and markings, every three months the employees responsible for tools shall conduct verification inventories and initial the appropriate column on the master tool inventory sheet in the Office of the Chief of Security.

The Chief of Security shall assign an officer to monitor the quarterly inventories. This officer shall clearly initial the bottom of each form certifying that the records have been checked and all inventories completed.

6. Inventory Files
The facility administrator’s designee shall maintain a separate file folder for each shop or area in which tools are stored.

   a. The left side of the folder shall contain the master tool inventory sheet(s).

   When an addition or deletion is made to the master inventory, the page on which the change is made shall be completely retyped or reprinted and inserted into the master
inventory. Staff shall not destroy any of the original pages, but shall move them to the right side of the folder for future reference.

b. The right side of the folder shall also contain documentation including, but not limited to:

1) lost or missing tool reports;
2) requests for inventory additions or deletions;
3) survey requests and reports;
4) store room requisition forms; and
5) any other document directly related to site-specific tool control procedures.

c. When the annual inventory is completed, staff shall place the form on the left side of the folder and move the previous year’s to the right side. Each folder shall contain the materials for the current year plus the preceding two years, with a divider to separate the annual records.

7. Tools Used by Contractors
Staff shall conduct an inventory of all contractor tools upon their arrival and departure. The Chief of Security shall establish control procedures, particularly for restricted tools. The Chief of Security, facility maintenance supervisor, and construction foreman shall maintain copies of all such inventories and control procedures.

8. Tools Purchased from Surplus Property
Tools purchased or acquired from surplus property shall be stored in the designated secure storage area. The responsible employee shall maintain a continual inventory of unmarked or excess tools returned to secure storage for issue or reissue. The tool control officer has sole authority to draw tools from this source. Any such tools kept in the tool control officer’s storage area shall be registered in a continual inventory.

9. Control and Inventory of Certain Items Not Classified as Tools
Other items that require strict property management controls, like weapons (other than firearms), chemical agents, restraints, other use-of-force and disturbance control equipment, binoculars, communication equipment and similar items shall be inventoried (with serial numbers), maintained, issued and disposed of in accordance with the procedures for tools established herein.

Control, inventory, maintenance and destruction of ICE firearms are governed by the ICE Interim Firearms Policy (7/7/2004).

10. Tool and Equipment Accountability
All tools and equipment shall be accounted for and documented on a regular basis.

K. Issuing Tools

Each facility shall have procedures in place for the issuance of tools to staff and detainees; security issues of restricted and unrestricted tools; and control of ladders, extension cords and ropes.

1. The Chief of Security shall issue a restricted tool only to the individual who shall be using it.

2. Detainees may use non-restricted tools under intermittent supervision; however, the detail supervisor shall account for all tools at the end of every work period.

3. A metal or plastic chit receipt shall be taken for all tools issued, and when a tool is issued from a shadow board, the receipt chit shall be visible on the shadow board.

4. The facility administrator shall establish site-specific procedures for the control of [REDACTED] according to the following procedures:
a. \underline{shall be stored in the designated location when not in use;}

b. 

c. \underline{shall be inventoried and stored by size to facilitate inspection and handling;}

d. \underline{must be inventoried and have a metal or plastic tag attached, indicating issue number (by location) and length of cord;}

e. \underline{shall be classified and handled as Class “R” tools; and}

f. in high-rise facilities, \underline{used for in-processing shall be securely tethered to the fixture at which they are used.}

6. Issuance of tools from a storage location for a specified project for extended periods requires approval of the Chief of Security. The work detail supervisor shall conduct daily on-site checks of extended-use tools issued from the central tool room, and the facility maintenance supervisor shall conduct such checks monthly at a minimum.

L. Lost Tools

The facility administrator shall develop and implement procedures governing lost tools, including, verbal and written notification to supervisory officials, addressing detainees with prior access to the tool(s) in question, and documentation and review.

1. When a restricted or non-restricted tool is missing or lost, staff shall notify a supervisor immediately and the Chief of Security in writing as soon as possible.

2. When the tool is a restricted (class “R”) tool, staff shall inform the shift supervisor orally immediately upon discovering the loss. Any detainee(s) who may have had access to the tool shall be held at the work location pending completion of a thorough search.

3. When a medical department tool or equipment item is missing or lost, staff shall immediately inform the ISA, who shall make the immediate verbal notification to the Chief of Security or shift supervisor and written notification to the facility administrator.

4. The shift supervisor’s office shall maintain a lost-tool file, monitor the individual reports for accuracy, ascertain any unusual patterns or occurrences of loss in one or more shops, document search efforts, and send written notification to the Chief of Security.

5. On the day a tool is recovered, staff shall complete the lost or missing tool report and send copies to the Chief of Security and shift supervisor.

6. The facility administrator shall implement quarterly evaluations of lost/missing tool files, reviewing the thoroughness of investigations and efforts to recover tools. Documentation of the quarterly evaluations shall be maintained on the right side of the tool inventory folder for the shop or area concerned.

M. Disposition of Excess Tools

All broken or worn-out tools shall be surveyed and destroyed in accordance with the written procedures established by the facility administrator.
1. The tool control officer or security officer shall implement procedures for storing broken and/or worn-out tools in a secure area, pending survey and disposition.

2. Excess tools not being surveyed shall remain in a designated secure storage area until included in a subsequent survey or returned to use.

3. To maintain tool inventories at the most efficient operating level, staff in every shop and department shall identify and move to a secure storage area all rarely used tools. Bin cards shall account for the tools moved from shop to storage areas.

4. Either the tool control officer or security key control officer shall be responsible for destroying all surveyed tools.

5. The office of the Chief of Security shall maintain records of all tool surveys.

N. Private/Contract Repair and Maintenance Workers

Before entering or leaving the facility, all visitors, including repair and maintenance workers who are not ICE/ERO or facility employees, shall submit to an inspection and inventory of all tools, tool boxes and equipment that could be used as weapons.

Contractors shall retain a copy of the tool inventory while inside the facility.

An officer shall accompany non-employee workers in the facility to ensure that security and safety precautions and procedures are followed at all times, including removing tools at the end of each shift.

Before a detainee, employee, or contractor may enter a housing unit, the housing officer shall inventory tools and similar items to be carried into that unit and then, before departure from the unit, verify their removal in a second inventory. The housing officer shall immediately report discrepancies to the shift supervisor.
2.15 Use of Force and Restraints

I. Purpose and Scope

This detention standard authorizes staff to use necessary and reasonable force after all reasonable efforts to otherwise resolve a situation have failed, for protection of all persons; to minimize injury to self, detainees, staff and others; to prevent escape or serious property damage; or to maintain the security and orderly operation of the facility.

Staff shall use only the degree of force necessary to gain control of detainees and, under specified conditions, may use physical restraints to gain control of a dangerous detainee.

This detention standard does not specifically address the use of restraints for medical or mental health purposes, which is addressed by standard “4.3 Medical Care.”

Where available, may be used for contraband detection, but their use for force, control, or intimidation of detainees is prohibited.

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. Physical force shall only be used, when both necessary and reasonable,

2. Facilities shall endorse confrontation avoidance as the preferred method for resolving situations, always to be attempted prior to any calculated use of force.

3. Physical force shall only be used to the minimum extent necessary to restore order, protect safety and provide security.

4. Physical force or restraint devices shall not be used as punishment.

5. Restraints shall not be applied without approval in those circumstances for which prior supervisory approval is required.

6. _____ shall be applied only in extreme circumstances and only when other types of restraints have proven ineffective. Advance approval is required, as is prompt notification of and examination by the medical staff. Use of these restraints shall be continued only in accordance with required procedures and documentation.

7. _____ shall be used only in circumstances prescribed herein.

8. In each facility, all weapons and related equipment shall be stored securely in designated areas to which only authorized persons have access.

9. In each facility, _____ shall be inventoried at least
once per month to determine their condition and expiration dates.

10. In each facility, a written record of routine and emergency distribution of security equipment shall be maintained.

11. An employee shall submit a written report no later than the end of his/her shift when force was used on any detainee for any reason, or if any detainee remains in any type of restraints at the end of that shift. This documentation includes written report of discharge of a firearm and use of less lethal devices to control detainees.

12. Telephonic notification to the Field Office Director shall occur as soon as practicable. Documentation shall be submitted to the Field Office Director within two business days via an ICE-approved form or equivalent, of any use-of-force incident involving an ICE detainee. Appropriate documentation shall be maintained when physical force is used.

13. ___ shall not be used for force, control, or intimidation of detainees.

14. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 “Use of Force” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-2B-01, 2B-02, 2B-03, 2B-04, 2B-05, 2B-06, 2B-07, 2B-08, 2C-01, 2C-02, 2C-06, 7B-15, 7B-16.

ICE Interim “Use of Force Policy” (7/7/2004), as amended or updated.


V. Expected Practices

A. Overview

1. Use of force in detention facilities is never used as punishment, is minimized by staff attempts to first gain detainee cooperation, is executed only through approved techniques and devices, and involves only the degree necessary and
reasonable to gain control of a detainee or provide for self-defense or defense of a third person.

2. Various levels of force may be necessary and reasonable, depending on the totality of the circumstances.

3. Generally, use of force is either immediate or calculated; calculated force is preferable in most cases as it is most likely to minimize harm to detainees or staff.

4. Use of force may involve physical control and placement of a detainee in secure housing, and/or the application of various types and degrees of restraint devices.

5. Follow-up (e.g., medical attention), documentation (e.g., audiovisual recording for calculated use of force), reporting and an after-action review are required for each incident involving use of force.

B. Principles Governing the Use of Force and Application of Restraints

1. Instruments of restraint shall be used only as a precaution against escape during transfer, for medical reasons, when directed by the medical officer; or to prevent self-injury, injury to others, or property damage. Restraints shall be applied for the least amount of time necessary to achieve the desired behavioral objectives.

2. Under no circumstances shall staff use force or apply restraints to punish a detainee.

3. Staff shall attempt to gain a detainee’s willing cooperation before using force.

4. Staff shall use only that amount of force necessary and reasonable to gain control of a detainee.

5. Staff may immediately use restraints, if warranted, to prevent a detainee from harming self or others or from causing serious property damage.

6. Absent one or more of the factors listed above, placement in an SMU does not constitute a valid basis for the use of restraints while in the SMU or during movement around the facility.

7. Detainees subjected to use of force shall be seen by medical staff as soon as possible. If the use of force results in an injury or claim of injury, medical evaluation shall be obtained and appropriate care provided.

8. Facility Administrator approval is required for continued use of restraints, if they are considered necessary, once a detainee is under control.

9. Staff may apply additional restraints to a detainee who continues to resist after staff achieve physical control. If a restrained detainee refuses to move or cannot move because of the restraints, staff may lift and carry the detainee to the appropriate destination. Staff may not use the restraints to lift or carry the detainee. If feasible, an assistive device (e.g., [device name]) shall be used to help move the restrained detainee.

10. Staff may not remove restraints until the detainee is no longer a danger to himself or others.

11. Staff may not use restraint equipment or devices (e.g., [device name])

   a. on a detainee’s neck or face, or in any manner that restricts blood circulation or obstructs the detainee’s airways (e.g., mouth, nose, neck, esophagus). See “V. Expected Practices.”E below for more information; or

   b. to cause physical pain or extreme discomfort. While some discomfort may be unavoidable
even when restraints are applied properly, examples of prohibited applications include: improperly applied restraints, unnecessarily tight restraints, “hog-tying,” and fetal restraints (i.e., cuffed in front with connecting restraint drawn-up to create the fetal position).

44-12. Staff shall comply with defensive tactics training and the proper application of those techniques.

44-13. Staff shall monitor all detainees placed in restraints.

44-14. Documenting, reporting and investigating use-of-force incidents helps prevent unwarranted use of force and protects staff from unfounded allegations of improper or excessive use of force.

44-15. Calculated use of force requires supervisor pre-authorization and consultation with medical staff to determine if the detainee has medical issues requiring specific precautions.

44-16. Deadly force may be used only when an officer has probable cause that the detainee poses an imminent danger of death or serious physical injury to the officer or to another person. Deadly force may not be used solely to prevent the escape of a fleeing suspect.

C. Use-of-Force Continuum

The Use-of-Force Continuum is a five-level model used to illustrate the levels of force staff may use to gain control of a detainee. The levels are:

- Staff are trained and required to use only a level of force that is necessary and reasonable to gain control of a detainee; however, the totality of the circumstances may necessitate use of a higher level of force. Staff may have to rapidly escalate or de-escalate through the Use of Force Continuum, depending on the totality of circumstances present.

D. Training

1. General Training

All new officers shall be sufficiently trained during their first year of employment. Through ongoing training (to occur annually at a minimum), all detention facility staff must be made aware of their responsibilities to effectively handle situations involving aggressive detainees.

At a minimum, training shall include:

a. requirements of this detention standard;
b. use-of-force continuum, to include use of deadly force;
c. communication techniques;
d. cultural diversity;
c. management of detainees with mental health conditions;
f. confrontation-avoidance techniques;
g. approved methods of self-defense and defensive tactics;
h. forced cell move techniques;
i. prevention of communicable diseases, particularly precautions to be taken when using force;
j. application of restraints (progressive and hard);
k. reporting procedures; and
l. forced medication procedures.
Staff shall also be advised of the “Prohibited Force Acts and Techniques,” listed below in “Section E” of this standard. Staff shall receive defensive tactics training before being placed in a detainee-contact position.

2. Specialized Training
Any officer who is authorized to use an intermediate force device shall be specifically trained and certified to use that device. Training in the use of chemical agents also shall include treatment of individuals exposed to them.

Training shall also cover use of force in special circumstances (detailed below).

All employees who participate in a calculated use-of-force move shall have received prior training.

The employee shall receive training on an annual basis, and documentation of that training shall be maintained in the employee’s training record for the duration of his/her employment at the facility. The employee must also maintain certification.

E. Prohibited Force Acts and Techniques
The following acts and techniques are specifically prohibited, unless deadly force would be authorized:

1. 
2. 
3. 
The following acts and techniques are generally prohibited, unless both necessary and reasonable in the circumstances:

1. 
2. 
3. 

F. Use of Force in Special Circumstances
Occasionally, after the failure of confrontation-avoidance techniques, staff must make a judgment whether to use higher levels of force with detainees in special circumstances. Except in instances where immediate use of force is necessary, staff shall consult medical staff, in certain cases set forth below, before unilaterally determining a situation sufficiently grave to warrant the use of physical force.

1. Restraints on Pregnant Women
A pregnant woman or woman in post-delivery recuperation shall not be restrained absent truly extraordinary circumstances that render restraints absolutely necessary as documented by a supervisor and directed by the on-site medical authority. This general prohibition on restraints applies to all pregnant women in the custody of ICE, whether during transport, in a detention facility, or at an outside medical facility. Restraints are never
permitted on women who are in active labor or delivery.

Restraints should not be considered as an option, except under the following extraordinary circumstances:

a. a medical officer has directed the use of restraints for medical reasons;

b. credible, reasonable grounds exist to believe the detainee presents an immediate and serious threat of hurting herself, staff or others; or

c. reasonable grounds exist to believe the detainee presents an immediate and credible risk of escape that cannot be reasonably minimized through any other method.

In the rare event that one of the above situations applies, medical staff shall determine the safest method and duration for the use of restraints and the least restrictive restraints necessary shall be used.

Even in the extraordinary circumstance when restraints are deemed necessary, no detainee known to be pregnant shall be restrained in a face-down position with four-point restraints, on her back, or in a restraint belt that constricts the area of the pregnancy. All attempts will be made to ensure that the detainee is placed on her left side if she is immobilized.

The use of restraints requires documented approval and guidance from the on-site medical authority. Record-keeping and reporting requirements regarding the medical approval to use restraints shall be consistent with other provisions within these standards, including documentation in the detainee’s A-file, detention and medical file.

2. Detainees with Wounds or Cuts
Staff shall wear protective gear when restraining aggressive detainees with open cuts or wounds. If force is necessary, protective gear shall include a full-body shield.

**Aggressive detainees** in restraints shall be placed in administrative segregation, and segregated from all other detainees. Such detainees shall remain in a Special Management Unit (SMU) until cleared to return to the general population by the chief immigration enforcement agent and the clinical director, with the facility administrator’s approval.

3. Detainees with Special Medical or Mental Health Needs

If a situation arises involving a detainee with special needs, the appropriate medical or mental health staff shall be consulted prior to the calculated use of force. “**Detainees with special needs**” includes physically disabled detainees with physical, intellectual, and developmental disabilities and detainees with a mental health condition that may impair them from their ability to understand the situation. Medical staff shall be consulted in circumstances involving special-needs detainees.

“Special needs” is defined in **Standard 7.5 “Definitions.”**

**G. Intermediate Force Weapons**

In this detention standard, “Intermediate Force Weapons” refers to weapons otherwise known as “non-deadly force weapons,” “non-lethal weapons,” or “less-than-lethal weapons.”

1. Storage

Ordinarily, when not actually in use, intermediate force weapons and related equipment are permitted only in designated areas:

a. where access is limited to authorized personnel, and

b. to which detainees and non-authorized personnel have no access.

If such equipment is kept in an SMU, staff shall store and maintain it under the same conditions as
Class “A” tools. If an SMU lacks appropriate secure space, the equipment must be kept in a secure location elsewhere in the facility.

2. Recordkeeping and Maintenance

Each facility shall maintain a written record of routine and emergency distribution of security equipment and shall specifically designate and incorporate, in one or more post orders, responsibility for staff to inventory chemical agents and related security equipment at least monthly to determine their condition and expiration dates.

3. Use

The facility administrator may authorize the use of intermediate force weapons if a detainee:

a. is armed and/or barricaded; or
b. cannot be approached without danger to self or others; and

c. a delay in controlling the situation would seriously endanger the detainee or others, or would result in a major disturbance or serious property damage.

Staff shall consult medical staff as practicable, before using any item or other intermediate force weapons unless escalating tension makes such action unavoidable. When possible, medical staff shall review the detainee’s medical file for a disease or condition that an intermediate force weapon could seriously exacerbate, including, but not limited to, asthma, emphysema, bronchitis, tuberculosis, obstructive pulmonary disease, angina pectoris, cardiac myopathy or congestive heart failure.

In the use-of-force continuum, the authorized below is an immediate use of force that is considered:

a. 

b. 

c. 

d. 

5. Unauthorized Force Devices

The following devices are not authorized:

a. 

b. 

c. 

d. 

H. Immediate use of force

An “immediate-use-of-force” situation is created when a detainee’s behavior constitutes a serious and immediate threat to self, staff, another detainee, property, or the security and orderly operation of the facility. In that situation, staff may respond without a supervisor’s direction or presence. Upon gaining control of the detainee, staff shall seek the assistance of qualified health personnel to immediately:

1. Determine if the detainee or facility staff requires continuing care and, if so, make the necessary arrangements. Continuing care may involve such
measures as admission to the facility hospital.

2. Examine the detainee and immediately treat any injuries. The medical services provided and diagnosed injuries shall be documented.

3. Examine any involved staff member who reports an injury and, if necessary, provide initial emergency care. The examination shall be documented.

4. A written report shall be provided to the shift supervisor by each officer involved in the use of force by the end of the officer’s shift. The shift supervisor shall provide a written report to the facility administrator or designee no later than the end of a tour of duty when force was used on any detainee, or if any detainee remains in restraints at the end of that shift.

I. Calculated Use of Force and/or Application of Restraints

If a detainee is in a location where there is no immediate threat to the detainee or others (for example, a locked cell or range), staff shall take the time to assess the possibility of resolving the situation without resorting to force.

A calculated use of force needs to be authorized in advance by the facility administrator (or designee).

Medical staff shall review the detainee’s medical file for a disease or condition that an intermediate force weapon could seriously exacerbate, including, but not limited to, asthma, emphysema, bronchitis, tuberculosis, obstructive pulmonary disease, angina pectoris, cardiac myopathy, or congestive heart failure.

Calculated use of force is feasible and preferred to immediate use of force in most cases and is appropriate when the detainee is in a location where the detainee poses no immediate threat of harm, even if the detainee is verbalizing threats or brandishing a weapon, provided staff sees no immediate danger of the detainee’s causing harm to himself or others. Calculated use of force affords staff time to strategize and resolve situations in the least confrontational manner and assist to de-escalate the situation.

1. Confrontation Avoidance

Before authorizing the calculated use of force, the on-site ranking detention official, a designated health professional and others as appropriate shall assess the situation. Taking into account the detainee’s history and the circumstances of the immediate situation, they shall determine the appropriateness of using force.

The conferring staff may consider in their assessment the detainee’s medical/mental history, recent incident reports involving the detainee, if any, and emotional shocks or traumas that may be contributing to the detainee’s state of mind (e.g., a pending criminal prosecution or sentencing, divorce, illness, death).

Interviewing staff familiar with the detainee might yield insight into the detainee’s current agitation or even pinpoint the immediate cause. Such interviews may also help identify those who have established rapport with the detainee or whose personalities suggest they might be able to reason with the detainee.

2. Documentation and

While ICE/ERO requires that all use-of-force incidents be documented and forwarded to ICE/ERO for review, for calculated use of force, it is required that the entire incident be The facility administrator or designee is responsible for ensuring that use of force incidents are . Staff shall be trained in the operation of . There shall be a sufficient number of .
appropriately located and maintained in the facility. The and accompanying documentation shall be included in the investigation package for the after-action review described below.

Calculated use-of-force incidents shall be in the following order:

a. 

b. 

c. 

d. 

e. 

f. 

3. Use-of-Force Team Technique

When a detainee must be forcibly moved and/or restrained during a calculated use of force, staff shall use the to prevent or diminish injury to staff and detainees and exposure to communicable disease.
2.15 | Use of Force and Restraints

E. When restraints are necessary, the team shall choose ambulatory or progressive models (described later in this document) and may resort to restrictive devices only if the less restrictive devices prove ineffective.

F. The supervisor shall provide a written report to the facility administrator or designee, no later than the end of a tour of duty when force was used on any detainee, or if any detainee remains in restraints at the end of that shift.

J. Evidence Protection and Sanitation

The supervisor shall inspect areas of blood or other body-fluid spillage after a use-of-force incident. Unless the supervisor determines that the spillage must be preserved as evidence, as specified under standard “2.3 Contraband,” staff or properly trained detainees shall immediately sanitize those areas, based on medical department guidance on appropriate cleaning solutions and their use.

Standard “1.2 Environmental Health and Safety” provides detailed guidance for cleaning areas with blood and other body fluid spills.

Standard sanitation procedures shall be followed in areas with blood or other body fluid spillage. Wearing the appropriate protective gear, staff and/or detainees shall immediately apply disinfectant to sanitize surfaces such as walls and floors, furniture, etc. Articles of clothing and use-of-force equipment contaminated with body fluids shall likewise be disinfected or destroyed as needed and appropriate.

K. Maintaining Equipment and Records

Staff shall store and maintain equipment under the same conditions as “restricted” tools. The equipment must be kept in a secure location elsewhere in the facility.

Since equipment must often be readily available, each facility administrator shall designate and incorporate in one or more post orders responsibility for:

1. maintaining and other equipment;

2. regularly scheduled and documented testing to ensure all parts are in working order; and

3. keeping back-up supplies on hand (e.g.,

Each record shall be catalogued and preserved until no longer needed, but shall be kept no less than after its last documented use. In the event of litigation, the facility shall retain the relevant record for a minimum of after the litigation has concluded or been resolved.

**The relevant shall be retained by the facility for after litigation or any investigation has concluded or been resolved.

The may be catalogued electronically or on 3” x 5” index cards, provided that the data can be searched by date and detainee name. A log shall document usage.
shall be available for supervisory, Field Office and ICE/ERO headquarters incident reviews and may also be used for training.

Release of _______________ to the news media may occur only if authorized by the Director of Enforcement and Removal Operations, in accordance with ICE/ERO procedures and rules of accountability.

L. Approved Restraint Equipment

The following restraint equipment is authorized:

1. _______________
2. _______________
3. _______________
4. _______________
5. _______________
6. _______________
7. _______________
8. _______________

Deviations from this list of restraint equipment are strictly prohibited.

M. Ambulatory and Progressive Restraints

When sufficient for protection and control of a detainee, staff shall apply ambulatory restraints, which are soft and hard equipment that provides freedom of movement sufficient for eating, drinking and other basic needs without staff assistance or intervention;

If ambulatory restraints are insufficient to protect and control a detainee, staff may apply progressive restraints, which are more secure or restrictive. The facility administrator shall decide on the appropriate restraint method, i.e., _______________.

In situations involving a highly assaultive and aggressive detainee, _______________ may be needed as an _______________ while placing a detainee in, or removing a detainee from, _______________.

Once a detainee has been placed in _______________, the shift supervisor is required to conduct a physical check of the detainee once every _______________ to determine if the detainee has stopped the behavior which required the restraints and thus restraints are no longer necessary. Once a positive behavioral change has been achieved, a decision to remove the restraints or place the detainee in less restrictive restraints shall be made. If this has not been achieved, the shift supervisor shall document the reason for continuance of the ambulatory restraints.

The supervisor shall provide a written report to the facility administrator no later than the end of the tour of duty when any detainee remains in restraints at the end of that shift.

N. _______________

1. General Requirements

When _______________ are necessary, staff shall:

a. _______________

1) _______________ or
2) _______________
b. Provide the detainee with temperature-appropriate clothing and a bed, mattress, sheet, and/or blanket. Under no circumstance shall a detainee remain naked or without cover (sheet or blanket) unless deemed necessary by qualified health personnel.

c. Check and record the detainee’s condition at least every ____________ to ensure that the restraints are not hampering circulation and to monitor the general welfare of the detainee. If the detainee is confined by bed restraints, staff shall periodically rotate the detainee’s position to prevent soreness or stiffness.

d. All facilities shall document all checks of detainees in ____________ every ____________.

Staff shall use the SMU logbook to record each check of detainees in ____________ restraints. Documentation shall continue until restraints are removed. The shift supervisor shall be immediately notified if the detainee is calm, to permit re-evaluation of the use of restraints.

2. Medical Staff

A health professional shall test the detainee’s breathing, other vital signs and physical and verbal responses. If the detainee is bed-restrained, the health professional shall determine how the detainee must be placed. Qualified health personnel are required to visit the detainee at least twice per eight-hour shift. When qualified health personnel are not immediately available, staff shall place the detainee in a “face-up” position until the medical evaluation can be completed. Medical checks shall be documented. Mental health assessments shall be conducted by a qualified health professional when restraints are utilized for more than eight hours. In such instances, detainees should also be assessed by a qualified mental health professional as soon as possible.

3. Shift Supervisor

The shift supervisor shall be responsible for the following:

a. The shift supervisor shall review a detainee in ____________ every _____________. If the detainee has calmed down and restraints are no longer necessary, they may be removed and, if appropriate, replaced by a less restrictive device.

b. At every ____________ review, the detainee shall be afforded the opportunity to use the toilet, unless the detainee actively resists or becomes combative when released from restraints for this purpose.

c. The decision to release the detainee or apply less restrictive restraints shall not be delegated below the shift supervisor’s level. The shift supervisor may seek advice from mental or medical health professionals about when to remove the restraints.

The shift supervisor shall document each two-hour review in the SMU logbook.

4. Facility Administrator

a. When any detainee is restrained for more than eight hours, the facility administrator shall telephonically notify the Assistant Field Office Director and provide updates every ____________ until the restraints are removed.

b. The facility administrator shall provide the Field Office Director with written documentation of the reason(s) for placing the detainee in ____________ , regardless of duration, on the following workday.

O. Documentation of Use of Force and Application of Restraints

Staff shall prepare detailed documentation of all incidents involving use of force, including ____________.
or intermediate force weapons. Staff shall also document the use of restraints on a detainee who becomes violent or displays signs of imminent violence. A copy of the report shall be placed in the detainee’s detention file.

1. Report of Incident

Facilities shall promptly notify FODs of all uses of force involving:

1) Intermediate force devices, including:

a) [Redacted]

b) [Redacted]

c) [Redacted]

d) [Redacted]

2) Other hard control techniques, such as:

a) [Redacted]

b) [Redacted]

3) Use of Progressive (i.e., progressive"

4) Use of Progressive (i.e., progressive"

Notifications are typically not necessary for:

1) Soft techniques, such as grasping and empty-handed holds

2) Use of ambulatory restraints

Note that PBNDS requires that detainees placed in ambulatory restraints be checked every two hours, with written reports to the facility administrator at the end of each shift. Accordingly, use of ambulatory restraints for periods that exceed 36 hours require notification to the Field Office.

2. Use of Force Form

All facilities shall have an ICE/ERO-approved form to document all uses of force.

Within two working days, copies of the report shall be placed in the detainee’s A-File and sent to the Field Office Director.

A report is not necessary for the general use of restraints (for example, the routine movement or transfer of detainees).

Staff shall prepare a use of force form (sample attached) for each incident involving use of force, including chemical agents, pepper spray, or other intermediate force weapons or application of progressive restraints (regardless of the level of detainee cooperation). The report shall identify the detainee(s), staff and others involved and describe the incident. If intermediate force weapons are used (e.g., batons), the location of the strikes must be reported on the use of force form. Each staff member shall complete a memorandum for the record to be attached to the original Use of Force form. The report, accompanied by the corresponding medical report(s), must be submitted to the facility administrator by the end of the shift during which the incident occurred.

Use-of-Force Incidents

Staff shall immediately obtain an any calculated use of force incident, unless such a delay in bringing the situation under control would constitute a serious hazard to the detainee, staff, or others, or would result in a major disturbance or serious property damage.

The facility administrator shall review the within of the incident and shall then send the Field Office Director a copy for review. The Field Office Director shall forward of
questionable or inappropriate cases to the Deputy Assistant Director, Detention Management Division, for further review.

When an immediate threat to the safety of the detainee, other persons, or property makes a delayed response impracticable, staff shall activate a video camera and start recording the incident as quickly as possible. After regaining control of the situation, staff shall follow the procedures applicable to calculated use-of-force incidents.

43. Recordkeeping

All facilities shall assign a designated individual to maintain all use-of-force documentation.

The designated individual shall maintain all use of force documentation, including the audiovisual record and the original after-action review form for a minimum of six years. A separate file shall be established on each use of force incident.

P. After-Action Review of Use of Force and Application of Restraints

1. Written Procedures Required

All facilities shall have ICE/ERO-approved written procedures for after-action review of use of force incidents (immediate or calculated) and applications of restraints. The primary purpose of an after-action review is to assess the reasonableness of the actions taken and determine whether the force used was proportional to the detainee’s actions.

All facilities shall model their incident review process after ICE/ERO’s process and submit it to ICE/ERO for ERO review and approval. The process must meet or exceed the requirements of ICE/ERO’s process.

2. Medical Evaluation

When any use of force resulting in an injury or claim of injury occurs, the staff member must immediately prepare an incident report. The

detainee will be referred immediately to medical staff for an examination. A copy of the staff member’s incident report will be forwarded to medical and to ICE/ERO.

3. Composition of an After-Action Review Team

The facility administrator, the assistant facility administrator, the Field Office Director’s designee and the health services administrator (HSA) shall conduct the after-action review. This four-member after-action review team shall convene on the workday after the incident. The after-action team shall gather relevant information, determine whether policy and procedures were followed, make recommendations for improvement, if any, and complete an after-action report to record the nature of its review and findings. The after-action report is due within two workdays of the detainee’s release from restraints.

4. Review of Audiovisual Recording

The after-action review team shall also review the audiovisual recording of any use-of-force incidents for compliance with all provisions of this standard, with particular attention paid to:

a. whether the use-of-force team technique was exercised properly;

b. the professionalism of the shift supervisor;

c. adherence to the requirement of wearing prescribed protective gear;

d. ensuring that unauthorized items, equipment or devices (e.g.,___) were not used;

e. whether team members applied only as much force as necessary to subdue the detainee, including whether team members responded appropriately to a subdued or cooperative detainee or a detainee who discontinued his/her violent behavior;

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b. the professionalism of the shift supervisor;

c. adherence to the requirement of wearing prescribed protective gear;

d. ensuring that unauthorized items, equipment or devices (e.g.,___) were not used;

e. whether team members applied only as much force as necessary to subdue the detainee, including whether team members responded appropriately to a subdued or cooperative detainee or a detainee who discontinued his/her violent behavior;
f. whether the shift supervisor was clearly in charge of team and situation. This includes intervention at the first sign of one or more team members applying more force than necessary;

g. whether the detainee received and rejected the opportunity to submit to restraints voluntarily before the team entered the cell/area. If he/she submitted, team action should not have been necessary;

h. whether team members exerted more pressure than necessary to the detainee’s thorax (chest and back), throat, head and extremities when applying restraints;

i. the amount of time needed to restrain the detainee. Any non-resisting detainee restrained for longer than necessary could indicate training problems/ inadequacies;

j. whether team members wore protective gear inside the cell/area until the operation was completed;

k. whether there was continuous

l. whether a medical professional promptly examined the detainee, with the findings reported on the audiovisual record;

m. whether use of etc., was appropriate and in accordance with written procedures;

n. whether team member(s) addressed derogatory, demeaning, taunting, or otherwise inappropriate/inflammatory remarks made to detainee or person(s) outside the cell or area; and

o. if the incident review reveals a violation of ICE/ERO policy or procedures, the after-action review team shall then determine whether the situation called for improvised action and, if so, whether the action taken was reasonable and appropriate under the circumstances.

The after-action review team shall complete and submit its after-action review report to the facility administrator within two workdays of the detainee’s release from restraints. The facility administrator shall review and sign the report, acknowledging its finding that the use of force was appropriate or inappropriate.

5. Report of Findings to Field Office Director

Within two workdays of the after-action review team’s submission of its determination, the facility administrator shall report with the details and findings of appropriate or inappropriate use of force, by memorandum, to the Field Office Director and whether he/she concurs with the finding. Included in the report shall be consideration of the following: whether proper reporting procedures were followed; in the event of five point restraints, whether checks were made and logged at the appropriate times, and whether appropriate medical care was provided once the situation was under control.

6. Further Investigation

The review team’s investigative report will be forwarded to the Field Office Director for review. The Field Office Director will determine whether the incident shall be referred to the Office of Professional Responsibility, the Department of Homeland Security, Office of the Inspector General or the Federal Bureau of Investigation.
3.1 Disciplinary System

I. Purpose and Scope

This detention standard promotes a safe and orderly living environment for detainees by establishing a fair and equitable disciplinary system, requiring detainees to comply with facility rules and regulations, and imposing disciplinary sanctions to those who do not comply.

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. Detainees shall be informed of facility rules and regulations, prohibited acts, disciplinary sanctions that may be imposed, their rights in the disciplinary system and the procedure for appealing disciplinary findings.

2. Each facility shall have graduated severity scales of prohibited acts and disciplinary consequences.

2.3 Disciplinary segregation shall only be ordered when alternative dispositions may inadequately regulate the detainee’s behavior.

3.4 Where permitted by facility policy, staff shall informally settle minor transgressions through mutual consent, whenever possible.

4.5 Staff who have reason to suspect that a detainee has engaged in a prohibited act or who witness a prohibited act that cannot or should not be resolved informally, shall prepare a clear, concise and complete Incident Report.

5.6 Each Incident Report shall be objectively and impartially investigated and reported, ordinarily by a person of supervisory rank.

6.7 A serious incident that may constitute a criminal act shall be referred to the proper investigative agency as appropriate, and administrative investigations shall be suspended pending the outcome of that referral.

7.8 At each step of the disciplinary and appeal process, the detainee shall be advised in writing of his/her rights in a language he/she understands, and translation or interpretation services shall be provided as needed.

8.9 If when a detainee has a diagnosed mental illness or mental disability, or demonstrates symptoms of mental illness or mental disability, a mental health professional, preferably the treating clinician, shall be consulted to provide input as to the detainee’s competence to participate in the disciplinary hearing, any impact the detainee’s mental illness may have had on his or her responsibility for the charged behavior, and information about any known mitigating factors in regard to the behavior. Any staff at any stage of the disciplinary process has reason to believe that the detainee is mentally ill...
or mentally incompetent, the facility shall provide for an assessment by qualified medical personnel.

9.10. A Unit Disciplinary Committee (UDC) shall further investigate and adjudicate the incident and may impose minor sanctions or refer the matter to a higher level disciplinary panel.

9.11. An Institution Disciplinary Panel (IDP) shall conduct formal hearings on Incident Reports referred from investigations or UDCs and may impose higher level sanctions for “greatest” and “high” level prohibited acts.

9.12. Detainees before the IDP shall be afforded a staff representative, upon request, or automatically if the detainee is illiterate, has limited English language skills or otherwise needs special assistance.

9.13. Actions of the IDP shall be reviewed by the facility administrator, who may concur with the findings and sanctions or modify them.

9.14. At all steps in the disciplinary process, 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.

9.15. All steps of the disciplinary process shall be performed within the required time limits.

9.16. At all steps of the disciplinary process, accurate and complete records shall be maintained. The detainee shall receive copies of all reports, exhibits and other documents considered or generated in the hearing process, except insofar as the disclosure of such documents may pose an imminent threat to the safety, security and orderly conduct of the facility staff or other detainees, or if the document or other evidence is otherwise protected from disclosure.

46.17. If a detainee is found not guilty at any stage of the disciplinary process, the incident records shall not be placed or retained in the detainee’s file, even if these records are retained elsewhere for statistical or historical purposes.

47.18. Detainees shall be allowed to appeal disciplinary decisions through a formal grievance system. No staff member shall harass, discipline, punish or otherwise retaliate against any detainee for filing a complaint or grievance.

48.19. Detainees shall be afforded rights including, but not limited to, the following: the right to protection from abuse; the right to freedom from discrimination; the right to pursue a grievance; the right to correspond with persons or organizations; and the right to due process.

49.20. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Disciplinary Policy” dated 12/2/2008.

IV. References


V. Expected Practices

A. Guidelines

1. Detainees with limited English proficiency (LEP) shall receive translation or interpretation services, including and detainees with disabilities shall receive appropriate accommodations for the hearing impaired, in order to meaningfully participate throughout the investigative, disciplinary, and appeal process.

2. Each facility holding ICE/ERO detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures and documentation procedures. Written disciplinary policy and procedures shall clearly define detainee rights and responsibilities. The policy, procedures and rules shall be reviewed annually at a minimum.

3. Disciplinary action may not be capricious or retaliatory nor based on race, religion, national origin, gender, sexual orientation, disability or political beliefs.

3-4. At all steps in the disciplinary process, 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.

5. Staff may not impose or allow imposition of the following sanctions: corporal punishment; deprivation of food services, to include use of Nutraloof or “food loaf”; deprivation of clothing, bedding or items of personal hygiene; deprivation of correspondence privileges; deprivation of legal access and legal materials; or deprivation of indoor or outdoor recreation, unless such activity would create a documented unsafe condition within the facility. Any sanction imposed shall be approved by the facility administrator and reviewed by the Field Office Director.

4-6. When a detainee has a diagnosed mental illness or mental disability, or demonstrates symptoms of mental illness or mental disability, a mental health professional, preferably the treating clinician, shall be consulted to provide input as to the detainee’s competence to participate in the disciplinary hearing. Any impact the detainee’s mental illness may have had on his or her responsibility for the charged behavior, and information about any known mitigating factors in regard to the behavior.

5-7. The facility shall not hold a detainee accountable for his/her conduct if a medical authority finds him/her mentally incompetent. For purposes of these standards, a mentally incompetent individual is defined as an individual who is unable to appreciate the difference between appropriate and inappropriate behavior, or between “right” and “wrong.” Such an individual is not capable of acting in accordance with those norms and therefore, cannot be held responsible for his/her
“wrongful” actions.

6.8. If a detainee has a mental disability or mental illness, mentally-disabled, or mentally-ill, but is competent, the disciplinary process shall consider whether the detainee’s mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed. A mental health professional should also be consulted as to whether certain types of sanctions, (e.g., placement in disciplinary segregation, loss of visits, or loss of phone calls) may be inappropriate because they would interfere with supports that are a part of the detainee’s treatment or recovery plan.

7.9. A person who cannot assist in his/her own defense because he/she lacks the ability to understand the nature of the disciplinary proceedings, as determined by a medical authority, shall be considered incompetent. Disciplinary proceedings against such a detainee shall be postponed until such time as the detainee is able to understand the nature of the disciplinary proceedings and to assist in his/her own defense. If the detainee’s mental status does not improve within a reasonable amount of time, the officer must find the detainee incompetent to assist in his/her own defense, and note such finding on the Incident Report.

B. Notice to Detainees

The detainee handbook, or supplement, issued to each detainee upon admittance, shall provide notice of the facility’s rules of conduct and prohibited acts, the sanctions imposed for violations of the rules, the disciplinary severity scale, the disciplinary process and the procedure for appealing disciplinary findings. Detainees shall have the following rights and shall receive notice of them in the handbook:

1. The right to protection from personal abuse, corporal punishment, unnecessary or excessive use of force, personal injury, disease, property damage and harassment;

2. The right of freedom from discrimination based on race, religion, national origin, gender, sexual orientation, physical or mental ability, or political beliefs;

3. The right to pursue a grievance in accordance with procedures provided in the detainee handbook, without fear of retaliation;

4. The right to pursue a grievance in accordance with standard “6.2 Grievance System” and procedures provided in the detainee handbook.

5. The right to correspond with persons or organizations, consistent with safety, security and the orderly operation of the facility; and

6. The right to due process, including the prompt resolution of a disciplinary matter.

Copies of the rules of conduct, rights and disciplinary sanctions shall be provided to all detainees and posted in English, Spanish, and other languages spoken by significant segments of the population with limited English proficiency. Copies to be provided and posted are as follows:

1. Disciplinary Severity Scale;
2. Prohibited Acts; and

C. Disciplinary Severity Scale and Prohibited Acts

All facilities shall have graduated scales of offenses and disciplinary consequences as provided in this section.

*Prohibited acts are divided into four categories: “greatest,” “high,” “moderate” and “low moderate.” The sanctions authorized for each category shall be imposed only if the detainee is...*
found to have committed a prohibited act (see “Appendix 3.1.A: Offense Categories”).

1. Greatest Offenses

The IDP shall impose and execute at least one sanction in the A-I through 3-4 range. Additional sanctions (4 through 7) may be imposed and either executed or suspended, at the discretion of the panel. The IDP may impose and execute sanctions 6 and 7 only in conjunction with sanction 1, 2, 3, 4, and/or 5.

2. High Offenses

The IDP shall impose and execute at least one sanction in the 1 through 12 range. Additional sanctions (1 through 12) may be imposed or may be suspended at the discretion of the panel.

3. High Moderate Offenses

The IDP shall impose at least one sanction in the 1 through 13 range, but may suspend any or all, once imposed. Similarly, the UDC shall impose at least one sanction in the 7 through 13 range, but may suspend any or all, once imposed.

4. Low Moderate Offenses

The IDP shall impose at least one sanction in the 1 through 9 range, but may suspend any or all, once imposed. Similarly, the UDC shall impose at least one sanction in the 3 through 9 range, but may suspend any or all, once imposed.

D. Incident Reports

Officers who witness a prohibited act, or have reason to suspect one has been committed, shall immediately prepare and submit an Incident Report. All Incident Reports must state facts clearly, precisely and concisely, omitting no details that may prove significant. Reports also shall identify the officer(s), the detainee(s) and all witnesses to the incident.

Minor transgressions shall be settled informally and by mutual consent whenever possible. If, however, the officer involved thinks an informal resolution is inappropriate or unattainable, he or she shall prepare an Incident Report and submit it to the appropriate supervisor before the end of the assigned shift.

ICE/ERO pre-approval is required for use of ICE Incident Report forms in CDFs and IGSA facilities.

The Incident Report shall cite the relevant rule or standard without quoting it in its entirety. (For example, in the event of destruction of government property, the report shall cite, briefly, “Code 218—Destroying Government Property,” specify the exact manner in which the detainee is alleged to have violated the cited rule or standard, and include all relevant facts such as time, dates and places.)

If the officer observes anything unusual in the detainee’s behavior or demeanor, he/she shall so note in the report. The reporting officer shall also list all staff, contract officers, and/or detainee witnesses to the incident and the disposition of any physical evidence (e.g., weapons, property, etc.) relating to the incident. The reporting officer shall sign the report and include title, date and time the report was signed. The shift supervisor shall review all Incident Reports before going off duty.

E. Investigations

IGSA—All facilities shall have procedures in place to ensure that all Incident Reports are investigated within 24 hours of the incident.

The investigating officer must have supervisory rank or higher (unless prevented by personnel shortages) and shall have had no prior involvement in the incident, as either witness or officer at the scene. If an officer below supervisory rank conducts the investigation, the shift supervisor shall review
his/her report(s) for accuracy and completeness and sign them.

The investigating officer shall:
1. Commence the investigation within [ ] of receipt of the Incident Report.

2. Advise the detainee of his/her right to remain silent at every stage of the disciplinary process, and ensure that he/she has a complete listing of detainee rights.

3. Complete the investigation within [ ] of receipt of the Incident Report, barring exceptional circumstances.

4. Provide the detainee a copy of the Incident Report and notice of charges immediately after the conclusion of the investigation and at least 24 hours before the start of any disciplinary proceedings.

5. Terminate the administrative investigation, if the incident is under investigation on different grounds (i.e., the prohibited act is under criminal investigation), unless and until the agency with primary jurisdiction concludes its investigation or indicates it shall not pursue the matter.

Contraband that may be evidence in connection with a violation of a criminal statute shall be preserved, inventoried, controlled and stored so as to maintain and document the chain of custody. Contraband shall be reported to the appropriate law enforcement authority for action and possible seizure and prosecution. See “Preservation of Evidence” in standard “2.10 Searches of Detainees.”

6. Advise the detainee in writing of his/her due process rights; the detainee’s right, if applicable, to an initial hearing before the Unit Disciplinary Committee (UDC) or before the IDP within 24 hours of his/her notification of charges if the case is being referred directly to the IDP, as provided in this standard.

7. Record personal observances and other potentially material information.

8. Prepare a factual report of the investigation, including the location or disposition of any physical evidence.

9. Forward to the UDC or directly to the IDP all reports relevant to the disciplinary hearing but do not provide a copy to the detainee at this stage of the disciplinary process, except for a copy of the Incident Report as instructed in #4 above in this section of this standard.

F. Unit Disciplinary Committee (UDC)

All facilities shall establish an intermediate level of investigation/adjudication process to adjudicate low or moderate infractions. They shall also ensure that the detainee is afforded all the UDC rights listed below.

The UDC administering unit discipline shall comprise up to three members, at least one of whom is a supervisor. The UDC shall not include the reporting officer, the investigating officer, or an officer who witnessed or was directly involved in the incident, except in the unlikely event that every available officer witnessed or was directly involved in the incident.

The UDC shall conduct hearings and, to the best extent possible, shall informally resolve cases involving high moderate or low moderate charges in accordance with the list of charges and related sanctions noted as “Appendix 3.1.A: Offense Categories.” Unresolved cases and cases involving serious charges are forwarded to the institution disciplinary panel, and may be referred to the IDP without a hearing.

The UDC shall have authority to:
1. Conduct hearings and resolve incidents involving high moderate or low moderate charges;
2. Consider written reports, statements, and physical evidence;
3. Hear pleadings on the part of the detainee;
4. Make findings that a detainee did or did not commit the rule violation(s) or prohibited act(s) as charged, based on the preponderance of evidence; and
5. Impose minor sanctions “E” through “M” in accordance with the table of prohibited acts and associated sanctions later in this document; minor sanctions are those listed sanctions other than initiation of criminal proceedings, recommended disciplinary transfer, disciplinary segregation, or monetary restitution.

The detainee in UDC proceedings shall have the right to due process, which includes the rights to:
1. Remain silent at any stage of the disciplinary process;
2. Have a UDC hearing within 24 hours after the conclusion of the investigation, unless the detainee:
   a. Waives the notification period and requests an immediate hearing, or
   b. Requests more time to gather evidence or otherwise prepare a defense;
   a. Due process, which includes:
   1. Attending the entire hearing (excluding committee deliberations), or;
   2. Waiving the right to appear, or
   3. Having a UDC hearing within 24 hours after the conclusion of the investigation.

If security considerations prevent detainee attendance, the committee must document the security considerations and, to the extent possible, facilitate the detainee’s participation in the process via telephonic testimony, document submission, written statements or questions to be asked of witnesses;
4. Present statements and evidence, including witness testimony on his/her own behalf; and
5. Appeal the committee’s determination through the detainee grievance process.

The UDC shall:
1. Verify that advise the detainee has been advised of and afforded his/her due process rights at the hearing, as provided above in this standard;
2. Refer to the IDP any incident involving a serious violation that may result in the following sanctions associated with initiation of criminal proceedings, recommended disciplinary transfer, disciplinary segregation, or monetary restitution: A through D range sanctions. This includes all code violations in the “greatest” and “high” categories (100s and 200s), and must include code violations in the “high moderate” category (300s) in order for any of the sanctions listed above to be imposed;
3. Serve the detainee with:
   a. A copy of the UDC decision which must contain the reason for the disposition and sanctions imposed; or
   b. Written notification of charges and hearing before the IDP; and
4. If the detainee’s case is being referred to the IDP, advise the detainee, in writing, of his/her due process rights as provided in this standard:
   a. The right to call witnesses and present evidence before the IDP, and

3.1 Disciplinary System
The right to a staff representative before the IDP.

G. Staff Representation for the IDP

The facility administrator shall upon the detainee’s request, assign a staff representative to help prepare a defense prior to the commencement of the IDP. This help shall be automatically provided for detainees who are illiterate, have limited English-language skills, or who are without means of collecting and presenting essential evidence. Detainees shall also have the option of receiving assistance from another detainee of their selection rather than a staff representative, subject to approval from the facility administrator.

1. A staff representative must be a full-time employee.

2. Because of the potential conflict of interest, the facility administrator, members of the IDP and of the UDC initially involved in the case, eyewitnesses, the reporting and investigating officers and anyone else with a stake in the outcome shall not act as staff representative.

3. The detainee may select his/her staff representative, barring those identified in paragraph 2 above.

4. The IDP shall arrange for the presence of the staff representative selected by the detainee. If that staff member declines or is unavailable, the detainee may:
   a. select a different representative;
   b. wait for the unavailable staff member to become available (within a reasonable period); or
   c. proceed without a staff representative.

5. A staff member who declines to serve must state the reason on the staff representative form.

6. If several staff decline, the facility administrator shall assign one.

7. The staff representative shall be free to speak to witnesses and to present evidence on the detainee’s behalf, including evidence of any mitigating circumstances. The staff representative must act in good faith on behalf of the charged detainee, and interview witnesses and obtain documentary evidence as requested by the detainee or as otherwise reasonably seen as relevant to the defense of the charges or in mitigation of the charges.

8. The IDP shall allow the staff representative enough time to speak with the detainee and interview witnesses prior to commencement of the proceeding. The IDP may grant a request for extension of time if required for an adequate defense.

9. The IDP shall establish the reliability of information provided by a confidential source before considering it in the disciplinary proceedings.

10. The IDP may withhold the confidential source’s identity from the staff representative. While the staff representative may challenge the substance of any confidential information the IDP discloses, he/she may not question its reliability (which is pre-established by the IDP).

11. In the event that a detainee cannot effectively present his/her own case, the facility administrator shall appoint a staff representative, even if not requested by the detainee.

H. Institution Disciplinary Panel (IDP)

All facilities that house ICE/ERO detainees shall have a higher level disciplinary panel to adjudicate detainee Incident Reports. Only the disciplinary panel may place a detainee in disciplinary segregation.

The term “Institution Disciplinary Panel” or “IDP”
refers either to a three-person panel appointed by the facility administrator, or a one-person disciplinary hearing officer, depending on the practice at the facility.

The panel may not include the reporting officer, the investigating officer, any member of the referring UDC, or anyone who witnessed or was directly involved in the incident. Exceptions may occur only if the number of officers required for the panel cannot be filled due their direct involvement in the incident.

The IDP may receive incident reports following a referral from the UDC or directly from the investigative officer following the conclusion of the investigation. Incident reports involving greater or high-level infractions shall be sent directly to the IDP following the conclusion of the investigation to avoid unnecessary delays or time that a detainee spends in pre-disciplinary hearing detention.

The IDP shall have authority to:

1. conduct hearings on all charges and allegations referred by the UDC or sent directly from the investigating officer;
2. call witnesses to testify;
3. consider written reports, statements, physical evidence and oral testimony;
4. hear pleadings by detainee and staff representative;
5. make findings that the detainee did or did not commit the rule violation(s) or prohibited act(s) as charged, based on the preponderance of evidence; and
6. impose sanctions as listed and authorized in each category.

The detainee in IDP proceedings shall have the right to due process, which includes the rights to:

1. remain silent at any stage of the disciplinary process;
2. have an IDP hearing within 48 hours after the conclusion of the investigation or the conclusion of the UDC hearing, unless the detainee:
   a. waives the notification period and requests an immediate hearing, or
   b. requests more time to gather evidence or otherwise prepare a defense;
   a. due process, which includes:
3. attending the entire hearing (excluding committee deliberations), or;
4. waiving the right to appear; or
5. having an IDP hearing within 24 hours after the conclusion of the investigation.

If security considerations prevent the detainee’s attendance, the committee must document the security considerations and, to the extent possible, facilitate the detainee’s participation in the process by telephonic testimony, the submission of documents, written statements or questions to be asked of witnesses;

6. present statements and evidence, including witness testimony, on his/her behalf, and
7. have a staff representative; and
8. appeal the committee’s determination through the detainee grievance process.

The IDP shall:

1. verify that the detainee has been advised of and afforded his/her due process rights, as provided above in this standard;
2. remind the detainee of his/her right to a staff representative, provide one if requested and verify that a staff representative has been
assigned when a representative is requested;

3. advise the detainee of his/her right to waive the
   hearing and admit having committed the offense;

4. conduct the hearing within [blank] after the
   conclusion of the investigation or the conclusion
   of the UDC hearing on the first business day after
   receiving the UDC referral, unless the detainee
   requests more time to gather evidence or
   otherwise prepare a defense; waives the
   notification provision and requests an immediate
   hearing. In cases where a hearing is delayed, the
   reason(s) must be documented (e.g., a continuing
   investigation of facts, unavailability of one or
   more essential witnesses, etc.) and, unless the
   detainee has requested the delay, approved by
   the facility administrator. If the detainee is being
   held in segregation, the delay shall not exceed [blank]
   barring an emergency;

5. prepare a written record of any hearing. This
   record must show that the detainee was advised
   of his/her rights. It must also document the
   evidence considered by the Panel and subsequent
   findings and the decision and sanctions imposed,
   along with a brief explanation;

6. forward the entire record to the facility
   administrator, who may (a) concur, (b) terminate
   the proceedings or (c) impose more severe or
   more lenient sanctions; and

7. serve the detainee with written notification of the
   decision, which must contain the reason for the
   decision.

I. Confidential Information

When a decision relies on information from a
confidential source, the UDC or IDP shall disclose
as much confidential information as may be
disclosed without jeopardizing the safety and
security of facility staff and other persons, and shall
include in the hearing record the factual basis for
finding the information reliable.

J. Postponement of Disciplinary
   Proceedings

All facilities shall permit hearing postponements or
continuances under certain circumstances.

Circumstances justifying the postponement or
continuance of a hearing might include, but are not
limited to: defense preparation, physical or mental
illness, security, escape, disciplinary transfer or
pending criminal prosecution.

An uncooperative detainee may also cause a delay
in the proceedings, either because of inappropriate
behavior during the hearing process or a refusal to
participate in a productive manner.

K. Duration of Sanctions

The duration of sanctions shall be within
established limits. Neither the panel recommending
sanctions nor the facility administrator making
the final decision shall impose sanctions arbitrarily,
beyond these limits.

1. Sanctions range from the withholding of
   privilege(s) to segregation. Disciplinary
   segregation shall only be ordered when
   alternative dispositions may inadequately
   regulate the detainee’s behavior.

2. Time in segregation or the withholding of
   privileges after a hearing shall generally not
   exceed [blank] per incident/violation, except in
   extraordinary circumstances, such as violations
   of offenses 404-100 through 109 listed in the
   “Greatest” offense category in Appendix 31.A.

3. While a detainee may be charged with multiple
   prohibited acts and may receive multiple
   sanctions for one incident, sanctions arising from
   a single incident shall run concurrently.

3-4. Time served in segregation pending the
outcome of the proceedings shall may be credited to the number of days to be spent in the segregation unit after an adverse decision is announced.

4-5. The detainee’s good behavior subsequent to the rule violation or prohibited act should be given consideration when determining the appropriate penalty.

5-6. The disciplinary report and accompanying documents are not placed in the file of a detainee who is found not guilty. The facility, however, may retain the material in its own files for Institution statistical or historical purposes.

6. A detainee shall be removed from segregation if a health care professional concludes that continued segregation is detrimental to the detainee’s medical or mental health.

L. Documents

All documents relevant to the incident, subsequent investigation and hearing(s) shall be completed and distributed in accordance with facility procedures.

1. Incident Report/Notice of Charges

The officer shall prepare an Incident Report and submit it to the supervisor immediately after the incident takes place. If the incident is resolved informally, the officer shall so note on the original report, which shall then be forwarded to the Chief of Security.

If the UDC is to be involved, the supervisor shall serve the detainee with a copy of the Notice of Charges upon completion of the investigation, no less than 24 hours before the UDC hearing.

The UDC receives the original copy.

If the UDC hears the matter, the ranking member of that committee shall serve the detainee with a copy of the Incident Report/Notice of Charges indicating their decision. The UDC, upon conclusion of its proceedings, shall forward the entire record to either the Chief of Security or the IDP, as appropriate.

2. Investigation Report

The original shall be submitted to the UDC.
The detainee does not receive a copy.

3. UDC Report of Findings and Action

The original shall be served on the detainee after the committee issues its findings.

A copy shall be included in the detainee detention file (guilty finding only).

4. Notice of IDP Hearing

The original shall be served on the detainee after the committee issues its findings.

A copy shall be included in the detainee detention file.

5. Detainee Rights at IDP Hearing

The original shall be served on the detainee after the committee issues its findings.

A copy shall be included in the facility detention file.

6. IDP Report

The original shall be included in the detainee detention file.

A copy shall be provided to the detainee.

M. Criminal Prosecution

Facilities, in coordination with the Field Office Director, shall work with prosecutors and other law enforcement officials to ensure that detainees who engage in serious criminal activity, including violence against staff and other detainees, face criminal prosecution when appropriate.
Appendix 3.1.A: Offense Categories

I. “Greatest” Offense Category
A. Prohibited Acts

B. Sanctions
1. Initiate criminal proceedings
2. Disciplinary transfer (recommend)
3. Disciplinary segregation (up to 60 days)
4. Make monetary restitution, if funds are available
5. Loss of privileges (e.g., commissary, vending machines, movies, recreation, etc.)

II. “High” Offense Category
A. Prohibited Acts
B. Sanctions

1. Initiate criminal proceedings
2. Disciplinary transfer (recommend)
3. Disciplinary segregation (up to 30 days)
4. Make monetary restitution, if funds are available
5. Loss of privileges (e.g., commissary, vending machines, movies, recreation, etc.)
6. Change housing
7. Remove from program and/or group activity
8. Loss of job
9. Impound and store detainee’s personal property
10. Confiscate contraband
11. Restrict to housing unit
12. Warning

III. “High Moderate” Offense Category

A. Prohibited Acts
NOTE: Any combination of high moderate and low moderate offenses during a 90-day period shall constitute a high offense.

B. Sanctions

1. Initiate criminal proceedings
2. Disciplinary transfer (recommend)
3. Disciplinary segregation (up to 72 hours)
4. Make monetary restitution, if funds are available
5. Loss of privileges (e.g., commissary, vending machines, movies, recreation, etc.)
6. Change housing
7. Remove from program and/or group activity
8. Loss of job
9. Impound and store detainee’s personal property
10. Confiscate contraband
11. Restrict to housing unit
12. Reprimand
13. Warning

IV. “Low Moderate” Offense Category

A. Prohibited Acts

B. Sanctions
1. Loss of privileges, commissary, vending machines, movies, recreation, etc.
2. Change housing
3. Remove from program and/or group activity
4. Loss of job
5. Impound and store detainee’s personal property
6. Confiscate contraband
7. Restrict to housing unit
8. Reprimand
9. Warning
4.1 Food Service

I. Purpose and Scope

This detention standard ensures that detainees are provided a nutritionally balanced diet that is prepared and presented in a sanitary and hygienic food service operation.

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 and CDFs. IGSAS facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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. All detainees shall be provided nutritionally balanced diets that are reviewed at least quarterly by food service personnel and at least annually by a qualified nutritionist or dietitian.

2. Detainees, staff and others shall be protected from harm, and facility order shall be maintained, by the application of sound security practices in all aspects of food service and dining room operations.

3. Detainees, staff and others shall be protected from injury and illness by adequate food service training and the application of sound safety and sanitation practices in all aspects of food service and dining room operations.

4. Dining room facilities and operating procedures shall provide sufficient space and time for detainees to eat meals in a relatively relaxed, unregulated atmosphere.

5. Food service facilities and equipment shall meet established governmental health and safety codes, as documented in independent, outside sources.

6. Detainees, staff and others shall be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.

7. Food service areas shall be continuously inspected by food service staff and other assigned personnel on schedules determined by the food service administrator and by applicable policy requirements.

8. Stored food goods shall be maintained in accordance with required conditions and temperatures.

9. Food service personnel shall provide nutritious and appetizing meals. Nutritional needs are diverse because of differences in age, activity, physical condition, gender, religious preference and medical considerations. Food service personnel shall accommodate the ethnic and religious diversity of the facility’s detainee population when developing menu cycles. While each facility must meet all ICE/ERO standards and follow required procedures,
individuality in menu planning is encouraged.

10. Therapeutic medical diets and supplemental food shall be provided as prescribed by appropriate clinicians.

11. Special diets and ceremonial meals shall be provided for detainees whose religious beliefs require adherence to religious dietary laws.

12. Detainees shall receive a religious or special diet free of any personal cost.

13. Food shall never be used for reward or punishment.

14. 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 “Food Service” dated 12/2/2008.

IV. References


ICE/ERO Performance-based National Detention Standards 2011:

- “2.7 Key and Lock Control”;
- “2.14 Tool Control.”

FDW Public Health Services Food Code.

V. Expected Practices

A. Administration

1. Food Service Administrator or Equivalent

The food service program shall be under the direct supervision of an experienced food service administrator (FSA) who is responsible for the following:

a. Planning, controlling, directing and evaluating food service;

b. Training and developing cook foremen (CF);

c. Managing budget resources;

d. Establishing standards of sanitation, safety and security;

e. Developing nutritionally adequate menus and evaluating detainee acceptance of them;

f. Developing specifications for procurement of food, equipment and supplies; and
g. Establishing a training program that ensures operational efficiency and a high quality food service program.

The food service department shall also be staffed by one or more cook supervisors (CS) and CF, although the organizational structure may differ among facilities, particularly when food service is provided by a food service contractor. Therefore, references to the CS and CF in this detention standard describe typical duties for those positions, although the functions may be performed by others, depending on the organizational structure.

**B. Security**

1. Custody and Security

   The facility’s custody and security policy and procedures shall address the following:
   a. buildings or portions of buildings housing the food service department;
   b. all types of detainee traffic in and out of the department;
   c. detainee behavior;
   d. control of repairs;
   e. control of utensils with a custodial hazard potential (e.g., [redacted]);
   f. official counts and census;
   g. area searches; and
   h. any other matters having a direct or indirect bearing on custody and security.

   The facility’s training officer shall devise training curricula and provide appropriate training to all food service personnel in detainee custodial issues. Among other topics, this training shall cover ICE/ERO’s current detention standards.

2. Knife Control

   The facility must be equipped with an approved tool control. The on-duty CS under direct supervision of the CS shall maintain control of the kitchen knives.

   Knives must be physically secured to workstations for use outside a secure cutting room. Any detainee must receive direct staff supervision. Knives shall be inventoried and stored in accordance with standard “2.14 Tool Control.”

   To be authorized for use in the food service department, a [redacted]:

   The facility’s tool control officer is responsible for mounting the tool control.

   The FSA/CS shall monitor the condition of knives and other food service utensils, disposing of items not in good working order and ordering replacements. If a knife is misplaced or lost, staff shall immediately notify the FSA and Chief of Security, and shall hold detainees who may have had access to the missing knife in the area until a thorough search is conducted. The responsible CS shall provide the details of the loss in a written report to the Chief of Security.

   The [redacted] shall meet the tool-control standards of the Occupational Safety and Health Administration, as well as any site-specific standards developed by the facility.

3. Key Control

   Keys shall be inventoried and stored in accordance with standard “2.17 Key and Lock Control.”

   The [redacted] shall issue keys only in exchange for a name chit from receiving staff. Under no circumstances shall detainees have access to facility keys.

   The CS shall return the keys to the [redacted]
before going off duty. At no time may anyone carry facility keys outside the facility.

4. Controlled Food Items/Hot Items

All facilities shall have procedures for handling food items that pose a security threat.

a. Yeast and Yeast Products

   All yeast must be stored in an area with no detainee access, preferably in a secure area for which the food service department has control. Yeast shall be maintained in a secure area.

   Until the yeast is thoroughly incorporated as an ingredient in a food item being prepared, only one member of the food service staff, closely supervised, may handle and dispense it.

   Staff shall keep a record of the yeast inventory (in pounds and ounces), indicating quantity of receipt and issue, balance on hand and the record-keeper’s initials.

b. Other Food Items

   Mace, nutmeg, cloves, sugar and alcohol-based flavorings also require special handling and storage.

   1) The purchase order for any of these items shall specify the special-handling requirements for delivery.

   2) Staff shall store and inventory these items in a secure area in the food service department.

   3) Staff shall directly supervise use of these items.

5. Work Area Searches

All facilities must establish daily searches of detainee work areas (e.g., trash) as standard operating procedures, paying particular attention to trash receptacles.

Searches of detainees leaving certain work areas (e.g., bakery, vegetable preparation, dining room, warehouse) are required to reduce the possibility that hot food or contraband can leave the restricted area. Unless otherwise directed by facility policy or special instructions, staff shall prevent detainees from leaving the food service department with any food item.

Food service personnel as well as facility detention staff shall conduct food service area searches.

6. Counts

The FSA shall establish procedures for informing staff of the local counting procedures, and shall establish measures to ensure that the procedures are followed.

Staff must be able to account for detainees at all times.

The counting officer must have a staff observer/backup during each count. Detainees shall be assembled in one section of the dining room and be required to remain seated until their names are called, and shall then move to another section of the dining room.

C. Detainee Workers

1. Detainee Workforce

Detainees may volunteer for work in accordance with standard “5.8 Voluntary Work Program” and must work in accordance with standard “2.2 Custody Classification System.”

The number of detainees assigned to the food service department shall be based on a quota developed by the FSA and approved by the facility administrator. The quota shall provide staffing according to actual needs, and shall eliminate any bias toward over- or understaffing.

2. Detainee Job Descriptions

The FSA shall review detainee job descriptions

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annually to ensure accuracy and specific requirements. Before starting work in the department, the detainee shall sign for receipt of the applicable job description. A copy of the detainee’s job description shall remain on file for as long as the detainee remains assigned to the food service department.

3. Detainee Orientation and Training

To ensure a quality food service program and instill good work habits, each CS shall instruct newly assigned detainee workers in the rules and procedures of the food service department. During the orientation and training session(s), the CS shall explain and demonstrate safe work practices and methods and shall identify the safety features of individual products and equipment.

Training shall also include workplace-hazard recognition and deterrence, including the safe handling of hazardous materials. Detainees shall learn to use and understand protective devices and clothing and to report any malfunctions or other safety-related problems to their supervisors.

The CS must document all training in each detainee’s detention file.

4. Detainee Work Hours and Pay

Detainee volunteers shall work and be paid in accordance with standard “5.8 Voluntary Work Program.”

5. Meals for Food Service Workers

The FSA shall establish the meal schedules for detainee food service workers. Detainee workers shall receive the same fare as other detainees. The CS shall not allow detainees to prepare “special” dishes or condiments for their own or other detainees’ consumption.

Detainee workers assigned to the staff dining room may be allowed to eat in that area. All others shall eat in the main dining room, or, if the facility has no main dining room, the FSA shall designate an area for workers to eat.

6. Detainee Clothing

Detainees assigned to the food service department shall have a neat and clean appearance.

*Unless the facility administrator establishes other policy, the detainee food worker uniform shall consist of the following: white, short-sleeved, summer-type uniform shirts and pants; safety work shoes; and a white paper hat or white cap. White aprons or smocks of either cloth or disposable plastic may be part of the uniform.*

a. Detainees with hair shoulder-length or longer shall be required to wear a hair net under their hats or caps.

b. Detainees with facial hair shall be required to wear beard guards when working in the food preparation or food serving areas.

c. Detainees working in the garbage room, dish machine room, pan-washing area, etc., shall be required to wear rubber or plastic aprons suited to the task and rubber boots, if required, for sanitation or safety.

d. Detainees working in refrigerated and freezer areas shall be provided appropriately insulated clothing.

7. Use of Tobacco

Tobacco in all its forms is prohibited in the food service department.

D. Food Service Dining Room/Satellite Meals Operations

1. General Policy

Ordinarily detainees shall be served three meals every day, at least two of which shall be hot meals; however, the facility administrator may approve
variations in the food service schedule during religious and civic holidays, provided that basic nutritional goals are met. The dining room schedule must allow no more than 14 hours between the evening meal and breakfast.

Clean, potable drinking water must be available.

Meals shall always be prepared, delivered and served under staff (or contractor) supervision.

Meals shall be served in as unregimented a manner as possible. The FSA’s table arrangement should facilitate ease of movement and ready supervision. The dining room shall have the capacity to allow each detainee a minimum of 20 minutes dining time for each meal.

2. Display and Service

The following procedures apply to the display, service and transportation of food to main and satellite food service areas:

a. Before and during the meal, the CS in charge shall inspect the food service line to ensure:
   1) all menu items are ready for consumption;
   2) food is appropriately presented; and
   3) sanitary guidelines are observed, with hot foods maintained at a temperature of at least 140 F degrees (120 F degrees in food trays) and foods that require refrigeration maintained at 41 F degrees or below.

b. Every open food item and beverage shall be protected from contaminants by easily cleaned sneeze-guards, cabinets, display cases or other such equipment.

c. Servers must wear food-grade plastic gloves and hair nets whenever there is direct contact with a food or beverage. Servers must use tongs, forks, spoons, ladles or other such utensils to serve any food or beverage. Serving food without use of utensils is strictly prohibited.

d. Servers shall use scoops, tongs or other approved utensils when handling or dispensing ice for consumption. The FSA shall consider the practicability of purchasing automatic ice-dispensing equipment.

e. Utensils shall be sanitized:
   1) as often as necessary to prevent cross-contamination and other food-handling hazards during food preparation and service;
   2) after every food preparation/service session; and
   3) again, if necessary, immediately before being used.

f. Sugar, condiments, seasonings and dressings available for self-service shall be provided in individual packages, closed dispensers, or automated condiment-dispensing systems. Salad dressings may be served in open containers if the serving ladle extends beyond the top edge of the container.

g. If the facility does not have sufficient equipment to maintain the minimum or maximum temperature required for food safety, the affected items (e.g., salad bar staples such as lettuce, meat, eggs, cheese) must be removed and discarded after two hours at room temperature.

Food shall be delivered from one place to another in covered containers. These may be individual containers, such as pots with lids, or larger conveyances that can move objects in bulk, such as enclosed, satellite-meals carts.

In any facility, if food carts are delivered to housing units by detainees, they must be locked unless they are under constant supervision of staff.

All food-safety procedures (e.g., sanitation, safe-
handling, storage, etc.) apply without exception to food in transit.

h. Soiled equipment and utensils must be transported to the appropriate receptacles in closed containers.

i. A member of the food service staff shall oversee the loading of satellite meal carts. Staff shall inspect all food carts before allowing their removal from the food service area.

3. Dining Room Workers

The CF in charge shall train dining room workers in the requirements of the job, including how to perform specific tasks. A basic task common to all dining room workers is to keep the tables and floors clean during the meal service. Once the meal service is over and the detainees have left the room, the workers can undertake major cleaning tasks.

4. Serving Lines

The serving counter shall be designed and constructed to separate and insulate the hot foods on the one hand and the cold foods on the other. A transparent “sneeze guard” is required.

5. Salad Bars and Hot Bars

Food items at salad bars and hot bars shall be arranged for logical and efficient service. A transparent “sneeze guard” is required.

6. Beverage Counter/Bar

Self-service beverage-and-ice stations shall be designed for quick and easy access. These stations shall be designed for sanitary and efficient service, including traffic flow.

7. Staff Dining Room

The FSA shall have jurisdiction over the staff dining room. The staff dining room shall offer the same food items as the detainee dining room.

8. Meal tickets

The facility may establish a meal ticket program for employees and guests.

Examples of persons who may receive meals gratis include advisors, guest speakers, technicians/others rendering a service without charge, equipment demonstrators, athletic teams, entertainers, foreign visitors, volunteers and others whose service to the facility is in the best interest of the government.

Individuals receiving government reimbursement for their services (e.g., contract employees, per-diem-status personnel) are ineligible for guest meals provided free of charge.

E. Menu Planning

1. General Policy

The FSA shall base menu selections on the best nutritional program the facility can afford meeting U.S. minimum daily allowances. The ICE/ERO standard menu cycle is 35 days.

The food service program significantly influences morale and attitudes of detainees and staff, and creates a climate for good public relations between the facility and the community.

The overall goal of a quality food service program is to provide nutritious and appetizing meals efficiently and within constraints of the existing budget, personnel resources, equipment and physical layout of the facility. Nutritional needs are diverse because of differences in age, activity, physical condition, gender, religious preference and medical considerations.

The FSA shall accommodate the ethnic and religious diversity of the facility’s detainee population when developing menu cycles. While each facility must meet all ICE/ERO standards and follow required procedures, individuality in menu planning is encouraged. Institutions geographically near one another shall consider the benefits of coordinating
their menus and the cost-reductions to be achieved through joint purchasing.

The FSA is solely responsible for food service program planning and resource allocation and use.

2. Nutritional Analysis

A registered dietitian shall conduct a complete nutritional analysis that meets U.S. Recommended Daily Allowances (RDA), at least yearly, of every master-cycle menu planned by the FSA. The dietitian must certify menus before they are incorporated into the food service program. If necessary, the FSA shall modify the menu in response to the nutritional analysis to ensure nutritional adequacy. In such cases, the menu shall be revised and re-certified by the registered dietician.

If the master-cycle menus change significantly during the year, the cycle shall be reevaluated to ensure nutritional values are maintained.

F. Food Preparation

1. General Policy

The CS or equivalent is responsible for ensuring that all items on the master-cycle menu are prepared and presented according to approved recipes. This responsibility includes assessing the availability and condition of ingredients required by particular recipes, and communicating supply needs to the FSA. For this reason, the CS shall review upcoming menu items as much in advance as possible.

The CS or equivalent has the authority to change menu items when necessary. Every such change or substitution must be documented and forwarded to the FSA. The CS shall exercise this menu-changing authority as infrequently as possible.

Knowledge of ingredients, quantities and food preparation techniques and procedures is essential for producing quality products.

2. Preparation Guidelines

Food shall be prepared with minimal manual contact. Food service workers shall thoroughly wash fruits and vegetables with fresh water before cooking or serving raw.

A worker shall test-taste with a clean fork or spoon only; using a soiled food preparation utensil is prohibited. Test-tasting utensils, unless disposable, must be washed after every usage. Disposable test-tasting utensils shall be discarded after a single use.

Any food cooked at a lower temperature than provided below constitutes a food safety hazard and shall not be served. Food service staff and detainees involved in cooking shall ensure that the following foods are cooked at the required temperatures:

a. Raw eggs, fish, meat and foods containing these items—145 F degrees or higher

b. Game animals, comminuted (ground) fish and meats, injected meats and eggs not intended for immediate consumption—155 F degrees or higher

c. Stuffing containing fish, meat, or poultry—165 F degrees or higher

d. Roast beef and corned beef—145 F degrees or higher

Potentially hazardous foods that have been cooked and then refrigerated shall be quickly and thoroughly reheated at a minimum of 165 F degrees before being served. Steam tables, warmers and similar hot food holding equipment are prohibited for the rapid reheating of these foods.

After being reheated at 165 F degrees, the food may be maintained at 140 F degrees on a heated steam line or equivalent warming equipment.

The facility shall obtain pasteurized milk and milk products from approved facilities only.
Manufactured milk products shall meet federal standards for quality.

The facility may use reconstituted dry milk and dry milk products for cooking and baking purposes, in instant desserts and in whipped items. If reconstituted in-house, the dry milk and milk products shall be used for cooking purposes only. Powdered milk reconstituted in an approved milk-dispensing machine or “mechanical cow” may be used for drinking purposes. To ensure wholesomeness, an approved laboratory shall test milk produced in the mechanical cow twice monthly for presence of bacteria. The mechanical cow shall be disassembled, cleaned and sanitized before and after each use.

Powdered milkshake or ice cream mix, reconstituted in an approved ice cream machine, may be used. An approved laboratory shall test dairy-based products produced in the machine for the presence of bacteria monthly. The ice cream machine shall be disassembled, cleaned and sanitized before and after each use.

Liquid, frozen and dry eggs and egg products are pasteurized at temperatures high enough to destroy pathogenic organisms that might be present; however, because of the possibility of contamination or recontamination after opening, thawing or reconstitution, these products shall be primarily used in cooking and baking.

Nondairy creaming, whitening or whipping agents may be reconstituted in-house only if immediately stored in sanitized, covered containers not larger than one gallon, and cooled to 41 F degrees or lower within four hours of preparation.

The CF shall use thermometers to ensure the attainment and maintenance of proper internal cooking, holding or refrigeration temperatures of all potentially hazardous foods.

To prevent cross-contamination, separate cutting boards must be used for raw and cooked foods. The cutting boards must be washed, rinsed and sanitized between every use.

The FSA may require use of color-coded cutting boards, which reduce the risk of cross-contamination during food preparation.

3. Food Cooling

Potentially hazardous food must be cooled from 140 to 70 F degrees within two hours of cooking, and from 70 to 41 F degrees or below within four hours. Foods prepared from ingredients at ambient temperature, such as reconstituted foods and canned tuna, must be cooled to 41 F degrees within two hours of cooking/preparation.

The food service department can meet time-and-temperature requirements for cooling by using any or all of the following techniques, which expedite cooling:

a. placing the food in shallow pans;

b. separating food into smaller or thinner portions;

c. using rapid cooling equipment;

d. stirring the food in a container placed in an ice water bath;

e. using containers that facilitate heat transfer;

f. adding ice as an ingredient; and/or

g. using a commercial blast-chiller.

During cooling, the food containers shall be arranged in cooling or cold-holding equipment in a way that maximizes heat transfer through the walls of the containers.

Food protected from overhead contamination shall be left uncovered during the cooling period. If the risk of overhead contamination exists, the food must be loosely covered to facilitate heat transfer from the surface of the food.

4.1 | Food Service
4. Food Thawing

Potentially hazardous food shall be thawed according to one of the following procedures:

a. under refrigeration that maintains the food at 41 F degrees or below;

b. submerged in running water;
   1) at a water temperature of 70 F degrees or below;
   2) with sufficient water velocity to agitate and float off loose particles in an overflow; and
   3) for a period that does not allow thawed portions of ready-to-eat or raw animal foods to rise above 41 F degrees; also

4) the allowed periods for thawing include the time the food is exposed to the running water, the time to prepare food for cooking, and/or the time it takes under refrigeration to cool the food to 41 F degrees; or

c. as part of a cooking process, provided there is continuous cooking throughout the process.

5. Food Protection—General Requirements

Food and ice shall be protected from dust, insects and rodents, unclean utensils and work surfaces, unnecessary handling, coughs and sneezes, flooding, drainage, overhead leakage and other sources of contamination. Protection shall be continuous, whether the food is in storage, in preparation, on display or in transit.

All food storage units must be equipped with accurate easy-to-read thermometers. New heating and/or refrigeration equipment purchases shall include a zone-type thermometer with temperature graduations. Refrigeration equipment shall be designed and operated to maintain a temperature of 41 F degrees or below.

6. Hermetically Sealed Foods

Canned food that has abnormal color, taste or appearance, or which is contained in cans that show abnormalities such as bulging at ends, swelling or leakage, shall not be served. Unsuitable canned food shall be surveyed, reported and destroyed.

7. Potentially Hazardous Foods

Potentially hazardous foods are those foods that provide a good medium for bacteria growth. They include any perishable food that consists in whole or part of milk, milk products, eggs, meat, poultry, fish or shellfish or other high-protein foods.

Potentially hazardous foods shall be prepared with minimal manual contact. Such products shall be prepared from chilled ingredients whenever feasible. The surfaces of equipment, containers, cutting boards and utensils used for preparation and subsequent storage of potentially hazardous foods shall be cleaned effectively after each use.

Potentially hazardous food shall be prepared as close to serving time as practicable. Potentially hazardous raw frozen food shall be cooked from the frozen state whenever practical. Tempering shall be accomplished by refrigeration at 40 F degrees or below or, with potable running water, at 70 F degrees or below. The potable water technique may be used only if the product is sealed in its original container. At no time shall potentially hazardous food thaw at room temperature.

All precooked, potentially hazardous, refrigerated or frozen food intended for reheating shall be heated rapidly to a temperature above 165 F degrees.

8. Leftovers

Prepared food items that have not been placed on the serving line may be retained for no more than 24 hours. Leftovers offered for service a second time shall not be retained for later use, but shall be discarded immediately after offering. All leftovers shall be labeled to identify the product, preparation
date and time.

G. Religious/Special Diets

1. General Policy

All facilities shall provide detainees requesting a religious diet a reasonable and equitable opportunity to observe their religious dietary practice, within the constraints of budget limitations and the security and orderly running of the facility, by offering a common fare menu. While each request for religious diet accommodation is to be determined on a case-by-case basis, ICE anticipates that facilities will grant these requests unless an articulable reason exists to disqualify someone for religious accommodation or the detainee’s practice poses a significant threat to the secure and orderly operation of the facility. Information about the availability of religious and special diets shall be provided to detainees in a language or manner that they can understand.

“Common Fare” refers to a no-flesh protein option provided whenever an entrée containing flesh is offered as part of a meal. Likewise, a “Common Fare” meal offers vegetables, starches and other foods that are not seasoned with flesh. This diet is designed as the foundation from which modifications can be made to accommodate the religious diets of various faiths.

When considering denying a request by a detainee to participate in the religious diet program, or removal of a detainee from the religious diet program, the facility administrator, or his/her designee, shall consult with the local FOD prior to denying the request or prior to removing a detainee from the program. Although the facility administrator has authority to remove and reinstate detainees participating in the program, ordinarily this authority is delegated to the chaplain(s). To participate in the common fare program, a detainee shall initiate an “Authorization for Common Fare Participation” form (Appendix 4.1.1A) for consideration by the chaplain (or FSA). On the form, the detainee shall provide a written statement articulating the religious motivation for participation in the common fare program. Oral interpretation or written assistance shall be provided to illiterate or limited-English proficient detainees as necessary in completing this form. If participation is approved, the chaplain or FSA shall forward a copy of the form for inclusion in the detainee’s detention file.

Detainees whose religious beliefs require adherence to particular dietary laws or generally accepted religious guidelines and practices shall be referred to the chaplain. The chaplain shall verify the religious diet requirement by reviewing files and consulting with religious representatives. The chaplain and FSA shall collectively verify the requirement and issue specific written instructions for the implementation of the diet as soon as practicable and within 10 business days of verification. In the case of an unorthodox request, the chaplain or religious services coordinator is encouraged to consult established clergy contacts in the community to determine whether a request pertaining to a particular faith is appropriate. Facilities may employ different mechanisms to determine if a detainee’s request should be granted; however, the determination may not impose a substantial burden on a detainee’s religious exercise or necessitate lengthy questionnaires or numerous interviews. Response to the request for a religious diet must be provided in a timely manner, and documented. Absent an articulable reason to deny the request, the presumption must be that the detainee’s request constitutes a legitimate exercise of religious belief and practice.

4.1 | Food Service

(Revised December 2016) (As Modified by February 2013 Errata)
The chaplain or religious services coordinator and FSA shall issue specific written instructions for the implementation of the diet as soon as practicable and within 10 business days of verification.

Once a religious diet has been approved, the FSA shall issue, in duplicate, a special-diet identification card.

This diet-identification card shall contain the following information:

a. detainee name and A-number;
b. type of religious diet prescribed;
c. expiration date, within 90 days; and
d. signature of the FSA.

The FSA shall contact the appropriate individual or department to obtain a photo of the detainee, and shall attach the photo to the identification card. The FSA shall ensure that the food service department receives one copy of the special-diet identification card. The second identification card shall be issued to the detainee who, at every meal, must present the card to the CS on duty. The second copy of the consultation sheet shall be filed in the detainee’s detention file.

Any time a detainee on a religious diet refuses a meal and/or accepts the regular mainline meal in place of the religious meal, the cook on duty shall notify the FSA in writing.

2. Standard Common Fare Menu (Religious Diet)

Common fare is intended to accommodate detainees whose religious dietary needs cannot be met on the mainline. The common fare menu is based on a 14-day cycle, with special menus for the ten federal holidays. The menus must be certified as exceeding minimum daily nutritional requirements and meeting RDAs. Beverages shall be selected from the regular menu.

3. Changes to the standard Common Fare Menu

Modifications to the standard common fare menu may be made at the local level for various reasons. For example, seasonal variations affect the availability of fresh produce in different locations, making menu modifications inevitable. Modifications may also be made to meet the requirements of various faith groups (e.g., for the inclusion of kosher and/or halal flesh-food options).

With the facility administrator’s concurrence, the FSA may make temporary, nutritionally equal substitutions for fresh seasonal produce that violates no religious dietary requirements. The chaplain or local religious representatives shall be consulted if technical questions arise. The Chaplain shall escort other clergy to the common fare preparation area for frequent, random monitoring of compliance with religious dietary requirements.

4. Hot Entree Availability

To the extent practicable, a hot flesh-food entree shall be available to accommodate detainees’ religious dietary needs. Hot entrees shall be offered daily and shall be purchased, prepared and served in a manner that does not violate the religious requirements of any faith group.

5. Kosher Requirements

With the exception of fresh fruits and vegetables, the facility’s kosher-food frozen entrees shall be purchased precooked in a sealed container, heated and served hot. Other kosher-food purchases shall be fully prepared, ready-to-use and bearing the symbol of a recognized kosher-certification agency. Any item containing pork or a pork product is prohibited. Only bread and margarine labeled “pareve” or “parve” shall be purchased for the kosher tray.

6. Plates and Utensils
Kosher trays shall be served with disposable plates and utensils, except when a supply of reusable plates and utensils has been set aside for kosher-food service only. Separate cutting boards, knives, food scoops, food inserts and other such tools, appliances and utensils shall be used to prepare kosher-foods, and shall be identified accordingly. Meat and dairy food items and the service utensils used with each group shall be stored in areas separate from each other. A separate dishpan shall be provided for cleaning these items, if a separate or three-compartment sink is not available.

The chaplain shall escort other clergy to the common fare preparation area for frequent, random monitoring of compliance with religious dietary requirements.

7. Religious Requirements

If a facility has a no-pork menu, in order to alleviate any confusion for those who observe no-pork diets for religious reasons, the above information, within “Section G,” shall be included in the facility’s handbook and the facility orientation. If the facility has a chaplain, he/she shall also be made aware of the policy.

8. Nutritional Requirements

Common fare menus shall meet RDAs. A detainee who chooses the common fare menu shall select beverages only from the regular menu.

9. Instant Food and Beverages

The food service shall provide a hot-water urn for reconstituting instant beverages and foods for use by detainees.

10. Plates and Utensils

Common fare meals shall be served with disposable plates and utensils, except when a supply of reusable plates and utensils has been set aside for common fare service only. Separate cutting boards, knives, food scoops, food inserts and other such tools, appliances and utensils shall be used to prepare common fare foods, and shall be identified accordingly. Meat and dairy food items and the preparation and service utensils used with each group shall be stored in areas separate from each other. A separate dishpan shall be provided for cleaning these items, if a separate or three-compartment sink is not available.

The chaplain shall escort other clergy to the common fare preparation area for frequent, random monitoring of compliance with religious dietary requirements.

11. Application and Removal

The facility administrator, in consultation with the chaplain, shall be the approving official for a detainee’s removal from the common fare program. The facility administrator or chaplain is required to consult with the local FOD prior to denying any request for a religious diet. In addition, once a detainee has been approved for a religious diet program, he or she may not be removed from the program without prior consultation with and concurrence from the FOD. Denial or removal from a religious diet must be documented with the date and reason, and must be approved by the facility administrator. The documentation should also include the date of FOD concurrence.

Food service staff shall refer to the daily roster to identify detainees in the common fare program. Staff shall not use this information to disparage a detainee’s religion or religious views or to attempt to dissuade him/her from participating in the program.

a. The FSA shall monitor the food selections of all detainees participating in the common fare program to ensure the legitimacy of their participation.

b. Staff shall train and supervise all detainees with common fare assignments.

c. A detainee’s temporary adoption of a medically prescribed diet or placement in a Special Management Unit (SMU) shall not affect his/her
access to common fare meals. However, if a prescribed medical diet conflicts with the common fare diet, the medical diet takes precedence.

d. A detainee who has been approved for a common fare menu must notify the chaplain, in writing, if he/she wishes to withdraw from the religious diet. Oral interpretation or written assistance shall be provided to illiterate or limited-English proficient detainees as necessary in providing written notice of withdrawal from a religious diet.

The Chaplain may recommend withdrawal from a religious diet if the detainee is documented as being in violation of the terms of the religious diet program to which the detainee has agreed in writing. If a detainee refuses five consecutive common fare meals, the chaplain may recommend in writing that the facility administrator remove the detainee from the program. Detainees participating in the common fare program may also consume items for sale through the facility’s commissary program without risk of being removed from the program, as long as such purchases are consistent with the common fare program. However, purchase of foods items inconsistent with the common fare program may be grounds for removal from the program.

To preserve the integrity and orderly operation of the religious diet program and to prevent fraud, detainees who withdraw or are removed may not be immediately re-established back into the program.

The process of re-approving a religious diet for a detainee who voluntarily withdraws or who is removed ordinarily may take up to ten days. However, repeated withdrawals, voluntary or otherwise, may result in a waiting period of up to one month before the re-approval request is decided. The decision to remove and/or reinstate a detainee rests with the facility administrator, in consultation with the chaplain and/or local religious representatives, if necessary.

12. Annual Ceremonial Meals

The chaplain, in consultation with local religious leaders as necessary, shall develop the ceremonial meal schedule for the subsequent calendar year and shall provide this schedule to the facility administrator. The schedule shall include the date, religious group, estimated number of participants and special foods required. Ceremonial and commemorative meals shall be served in the food service facility, unless otherwise approved by the facility administrator.

The food service department shall be the only source of procurement for food items. To maintain equity in menu design, all meals shall be limited to food items on the facility’s master-cycle menu. To facilitate food preparation, consultations between the FSA and local religious representative(s) concerning appropriate menus shall occur six to eight weeks in advance of the scheduled observance. The religious provider may, through the food service department, procure the ritual observance food items (in minimal quantities). Such items shall not generally constitute the main entree for the ceremonial meal.

13. Religious Fasts and Seasonal Observances

The common fare program shall accommodate detainees abstaining from particular foods or fasting for religious purposes at prescribed times of year, including, but not limited to:

a. Ramadan

During Ramadan, Muslims participating in the fast shall receive the approved meals after sundown for consumption in the food service department or SMU.

During the December fast, vegetarian or hot fish
dishes shall replace meat entrees. Fasters shall receive both noon and evening meals after sundown.

Detainees not participating in the common fare program, but electing to observe Ramadan or the December fast shall be served the main meal after sundown. If the main menu does not meet religious requirements, the detainee may participate in the common fare program during the period in question.

Each facility may provide a bag breakfast or allow detainees to go to the food service department for breakfast before dawn. Bag breakfasts shall contain nonperishable items such as ultra-high pasteurized milk, fresh fruit, peanut butter, dry cereal, etc. The menu for the common fare program cannot be used for a bag breakfast.

b. Passover
The facility shall have the standard Kosher-for-Passover foods available for Jewish detainees during the eight-day holiday. The food service department shall be prepared to provide Passover meals to new arrivals.

All Jewish detainees observing Passover shall be served the same Kosher-for-Passover meals, whether or not they are participating in the common fare program.

c. Lent
During the Christian season of Lent, a meatless meal (lunch and dinner) shall be served on the food service line on Fridays and on Ash Wednesday.

14. Common Fare Recordkeeping and Costs
The FSA shall estimate quarterly costs for the common fare program and include this figure in the quarterly budget. The FSA shall maintain a record of the actual costs of both edible and non-edible items.

H. Medical Diets

1. Therapeutic Diets
Detainees with certain conditions—chronic or temporary; medical, dental, and/or psychological—shall be prescribed special diets as appropriate.

Special (therapeutic) diets shall be authorized by the clinical director (CD) on Form IHSC-819, or equivalent, detainee special need(s). The form shall specify the type of therapeutic diets to be prescribed and, if necessary, renewed, in 90-day increments. Once prescribed, the diet shall be made available to the detainee by the next business day.

_The cook on duty shall notify the FSA and/or CS in writing any time a detainee on a therapeutic diet refuses the special meal or accepts the regular meal from the main food service line._

2. Snacks or Supplemental Meals
The physician may order snacks or supplemental meals for such reasons as:

a. insulin-dependent diabetes;

b. a need to increase protein or calories for pregnancy, cancer, AIDS, etc.; and/or

c. a need to take prescribed medication with food.

I. Specialized Food Service Programs

1. Satellite Meals
“Satellite meals” refers to food prepared in one location for consumption elsewhere (e.g., general housing units, the SMU, remote housing areas, etc.).

The sanitary standards required in the food service department, from preparation to actual delivery, also apply to satellite meals. Satellite meals and microwave instructions (if applicable) shall be posted where satellite meals are served.

Foods shall be kept sufficiently hot or cold to arrest or destroy the growth of infectious organisms. The
FSA shall ensure that staff members understand the special handling required with potentially hazardous foods, such as meat, cream or egg dishes. Staff must understand the critical importance of time and temperature in delivering safe food.

To prevent bacteria growth, food must be prepared and held at the proper temperatures until served. Satellite tray meals must be delivered and served within two hours of food being plated.

Foods in the potentially hazardous category shall remain under refrigeration until cooking time and, after cooking, maintained at or above 140 F degrees. Hot foods must be placed in a heated serving line during tray assembly. Thermal bags and carts, refrigerated carts, thermal compartment trays, etc., shall be used for satellite meals.

Outside foods prepared in bulk for transportation to a remote housing unit or other location shall be transported in thermal containers that maintain cold items at temperatures below 41 F degrees and/or hot items at temperatures above 140 F degrees, excluding items served within the two-hour window for meal service.

2. Weekend and Holiday Meal Schedule
When weekend and/or holiday meal schedules differ from the weekday schedule, detainees in the SMU shall receive a continental breakfast or regular breakfast items. Brunch service shall conform to the breakfast meal pattern, and dinner service to the noon or evening meal pattern.

3. Selection of Menu Courses
Care must be taken to ensure that culturally diverse meals are provided in such portions as to be nutritionally adequate.

4. Segregation Unit Food Rations
Food items in excess of the normal prescribed ration shall not be given to detainees in segregation units as a reward for good behavior, nor shall food rations be reduced or changed or otherwise used as a disciplinary tool.

5. Segregation Unit Sack Lunches
Detainees in segregation units shall receive sack meals only with the facility administrator’s written authorization. The medical department shall be consulted when necessary.

6. Sack Meals
All meals shall be served from established menus in the dining room or housing units. In some circumstances, detainees may be provided sack meals.

Sack meals shall be provided for detainees being transported from the facility, detainees arriving or departing between scheduled meal hours, and detainees in the SMU, as provided above.

a. Quality
Sack meals shall be of the same nutritional quality as other meals prepared by the food service.

b. Preparation
Members of the food service staff shall prepare sack meals for detainees who are being transported to/from other locations by bus or air service. While detainee volunteers assigned to the food service department shall not be involved in preparing meals for transportation, they may prepare sack meals for on-site consumption.

A designated member of the transportation by land or plane crew shall pick up all sack meals prepared for detainee transportation from the food service department. Before departing, this crew member shall inspect the sacks for:

1) quality of contents;
2) proper wrapping; and
3) correct individual counts.

c. Contents

For any detainee who shall be transported by the ICE Air Operations (IAO), the sack lunch must comply with IAO criteria. Otherwise, the following requirements are applicable:

Each sack shall contain at least two sandwiches, of which at least one shall be meat (non-pork). Commercial bread or rolls may be preferable because they include preservatives. To ensure freshness, fresh, facility-made bread may be used only if made on the day of lunch preparation. Sandwiches shall be individually wrapped or bagged in a secure fashion to prevent the food from spoiling. Meats, cheeses, etc., shall be freshly sliced the day of sandwich preparation. Leftover cooked meats shall not be used after 24 hours.

In addition, each sack shall include:

1) one piece of fresh fruit, or properly packaged canned fruit (or paper cup with lid), complete with a plastic spoon;
2) one ration of a dessert item, like cookies, doughnuts and fruit bars; and
3) such extras as:
   a) properly packaged fresh vegetables, like celery sticks and carrot sticks; or
   b) commercially packaged “snack foods,” such as peanut butter crackers, cheese crackers and individual bags of potato chips.

These items enhance the overall acceptance of the lunches. Extremely perishable items such as fruit pie, cream pie and other items made with milk, cream or other dairy ingredients shall be excluded.

d. Packaging

Whenever possible, the food service department shall pack sack meals intended for bus or air service in disposable “snack boxes” that are designed for proper placement of contents and to afford maximum protection during handling, packaging and transporting.

If necessary, paper bags may be used.

These lunches shall be stored in a secured, refrigerated area until pickup.

J. Safety and Sanitation

1. General Policy

All food service employees are responsible for maintaining a high level of sanitation in the food service department. An effective food sanitation program prevents health problems, creates a positive environment and encourages a feeling of pride and cooperation among detainees.

Food service staff shall teach detainee workers personal cleanliness and hygiene; sanitary methods of preparing, storing and serving food; and the sanitary operation, care and maintenance of equipment, including automatic dishwashers and pot and pan washers.

2. Personal Hygiene of Staff and Detainees

a. All food service personnel shall wear clean garments, maintain a high level of personal cleanliness and practice good hygiene at all times. They shall wash hands thoroughly with soap or detergent before starting work and as often as necessary during the shift to remove soil or other contaminants.

b. Staff and detainees shall not resume work after visiting the toilet facility without first washing their hands with soap or detergent. The FSA shall post signs to this effect.

c. Neither staff nor detainees shall use tobacco in a
food service work area. If they use tobacco in a smoking-permitted area, they shall wash their hands before resuming work.

d. All staff and detainees working in the food preparation and service area(s) shall use effective hair restraints. Personnel with hair that cannot be adequately restrained shall be prohibited from food service operations. Head coverings, gloves and beard guards are encouraged, but not required, when staff members are distributing covered serving trays.

c. Detainee food service workers shall be provided with and required to use clean white uniforms while working in a food preparation area or on the serving line.

f. All food service personnel working in the food service department shall be provided with and required to use approved rubber-soled safety shoes.

g. To prevent cross-contamination, staff and detainees who prepare or serve food shall not be assigned to clean latrines, garbage cans, sewers, drains or grease traps, or other such duties, during the period of food preparation.

h. Only authorized food service personnel shall be tasked with preparing and serving food.

i. Authorization is based on approval from the facility’s health services department.

j. Only authorized personnel shall be allowed in the food preparation, storage or utensil-cleaning areas of the food service area.

3. Medical Examination

All food service personnel, including staff and detainees, shall have received a pre-employment medical examination noting the importance of identifying those communicable diseases more likely to be found in the immigrant population. The purpose of this examination is to exclude those who have identified communicable diseases that may contraindicate food service work in any transmissible stage or condition. Detainees who have been absent from work for any length of time for reasons of communicable illness (including diarrhea) shall be referred to health services for a determination of fitness for duty prior to resuming work.

a. The medical department shall document detainees’ clearance for food service work prior to their assuming food service duties. The food service department shall refer to the medical department detainees that have been absent from work for reasons of communicable illness, for a determination of medical clearance prior to resuming food service work.

b. The medical examination shall be conducted in sufficient detail to determine the absence of:

1. acute or chronic inflammatory condition of the respiratory system;
2. acute or chronic infectious skin disease;
3. communicable disease; and
4. acute or chronic intestinal infection.

4. Daily Health Checks

The CF or detention staff assigned to food service shall inspect all detainee food service workers on a daily basis at the start of each work period. Detainees who exhibit signs of illness, skin disease, diarrhea (admitted or suspected) or infected cuts or boils shall be removed from the work assignment and immediately referred to health services for determination of fitness for duty. The detainees shall return to work only after the FSA has received written clearance from health services staff.

5. Environmental Sanitation and Safety
All facilities shall meet the following environmental standards:

a. Facilities must be clean and well-lit, and must display orderly work and storage areas.

b. Overhead pipes must be removed or covered to eliminate the food-safety hazard posed by leaking or dusty pipes.

c. Walls, floors and ceilings in all areas must be cleaned routinely.

d. Facilities must employ ventilation hoods to prevent grease buildup and wall/ceiling condensation that can drip into food or onto food contact surfaces. Filters or other grease-extracting equipment shall be readily removable for cleaning and replacement.

e. The area underneath sprinkler deflector must have at least an 18-inch clearance.

f. Facilities must possess hazard-free storage areas:
   1) Bags, containers, bundles, etc., shall be stored in tiers and stacked, blocked, interlocked and limited in height for stability and security against sliding or collapsing.
   2) No flammable material, loose cords, debris or other obvious hazards may be present.
   3) No pests or infestations may be present.

g. Aisles and passageways shall be kept clear and in good repair, with no obstruction that may create a hazard or hamper egress.

h. To prevent cross-contamination, kitchenware and food-contact surfaces shall be washed, rinsed and sanitized after each use and after any interruption of operations during which contamination may occur.

i. Facilities must possess a ready supply of hot water (105-120 F degrees).

j. Garbage and other trash shall be collected and removed as often as possible. Garbage/refuse containers shall have sufficient capacity for the volume and shall be kept covered, insect- and rodent-proof and frequently cleaned. The facility shall comply with all applicable regulations (local, state and federal) on refuse handling and disposal and standard “1.2 Environmental Health and Safety.”

k. The premises shall be maintained in a condition that prevents the feeding or nesting of insects and rodents. Outside openings shall be protected by tight-fitting screens, windows, controlled air curtains and self-closing doors.

6. Equipment Sanitation

Information about the operation, cleaning and care of equipment shall be obtained from manufacturers or local distributors. A file of such reference material shall be maintained in the food service department and used in developing equipment cleaning procedures for training. Sanitation shall be a primary consideration in the purchase and placement of equipment.

Equipment shall be installed for ease of cleaning, including the removal of soil, food materials and other debris that collects between pieces of equipment or between the equipment and walls or floor. Older facilities that may not have the advantage of the latest designs and equipment can meet sanitation standards through careful planning, training and supervision.

The FSA shall develop a schedule for the routine cleaning of equipment.

7. Equipment and Utensils

a. Information
   All food service equipment and utensils shall meet the National Sanitation Foundation International (NSF) standards or equivalent standards of other agencies.

4.1 | Food Service
b. Materials

1) Materials used in the construction or repair of multi-use equipment and utensils shall:
   a) be non-toxic, non-corrosive, non-absorbent, durable under normal use, smooth and easily cleaned;
   b) impart no odors, colors or tastes; and
   c) retain their original properties under repeated use, creating no risk of food-adulteration as they deteriorate.

2) Paint is prohibited on any surface that may come into contact with food.

3) Milk-dispensing tubes shall be cut diagonally about two inches from the cutoff valve. Bulk milk dispensers shall be equipped with thermometers.

c. Design and Fabrication

1) All food service equipment and utensils (including plastic ware) shall be designed and fabricated for durability under normal use.
   a) Such equipment shall be readily accessible, easily cleaned and resistant to denting, buckling, pitting, chipping and cracking.

2) Equipment surfaces not intended for contact with food, but located in places exposed to splatters, spills, etc., require frequent cleaning. Therefore, they shall be reasonably smooth, washable, free of unnecessary ridges, ledges, projections and crevices. Upkeep of equipment surfaces shall contribute to cleanliness and sanitation.

d. Installation

1) Equipment shall be installed in accordance with the manufacturer’s instructions and good engineering practices.

2) Installers shall allow enough space between pieces of equipment and between equipment and walls to facilitate routine cleaning. Adjacent pieces may be butted together if the gap between them is sealed.

e. General Cleaning Procedures

1) Moist cloths for wiping food spills on kitchenware and food-contact surfaces on equipment shall be clean, rinsed frequently in sanitizing solution and used solely for wiping food spills. These cloths shall soak in the sanitizing solution between uses.

2) Moist cloths used for non-food-contact surfaces like counters, dining table tops and shelves shall be cleaned, rinsed and stored in the same way as the moist cloths used on food-contact surfaces. They shall be used on non-food-contact surfaces only.

3) Detergents and sanitizers must have Food and Drug Administration approval for food service uses.

f. Manual Cleaning and Sanitizing

1) A sink with at least three labeled compartments is required for manually washing, rinsing and sanitizing utensils and equipment. Each compartment shall have the capacity to accommodate the items to be cleaned. Each shall be supplied with hot and cold water.

2) Drain-boards and/or easily movable dish-tables shall be provided for utensils and equipment both before and after cleaning.

3) Equipment and utensils shall be pre-flushed, pre-scraped and, when necessary, pre-soaked to remove gross food particles. A fourth sink compartment with a garbage-disposal is useful for these purposes and shall be included in plans for facilities being built or renovated.
4) Except for fixed equipment and utensils too large to be cleaned in sink compartments, the following procedures apply to cleaning equipment and utensils:

a) Wash in the first sink compartment, using a hot detergent solution changed frequently to keep it free from soil and grease.

b) Rinse in or under hot water in the second compartment, changing the rinse water frequently. This compartment shall be kept empty, and a sprayer shall be used for rinsing to prevent rinse water from becoming soapy or contaminated.

c) Sanitize in the third compartment using one of the following methods:

i. Immerse for at least 30 seconds in clean water at a constant temperature of 171°F degrees that is maintained with a heating device and frequently checked with a thermometer. Use dish baskets to immerse items completely.

ii. Immerse for at least 60 seconds in a sanitizing solution containing at least 50 parts per million (ppm) chlorine at a temperature of at least 75°F degrees.

iii. Immerse for at least 60 seconds in a sanitizing solution containing at least 12.5 ppm iodine, with a pH not higher than 5.0 and a temperature of at least 75°F degrees.

iv. Immerse in a sanitizing solution containing an equivalent sanitizing chemical at strengths recommended by the U.S. Public Health Service.

v. Periodically check and adjust as necessary the chemical concentrations in a sanitizing solution, using a test kit.

vi. Air dry utensils and equipment after sanitizing.

vii. Steam clean oversized equipment, provided the steam can be confined to the piece of equipment. Alternatively, rinse, spray or swab with a chemical sanitizing solution mixed to at least twice the strength required for immersion sanitizing.

g. Mechanical Cleaning and Sanitizing

Spray or immersion dishwashers or devices, including automatic dispensers for detergents, wetting agents and liquid sanitizer, shall be maintained in good repair. Utensils and equipment placed in the machine must be exposed to all cycles.

1) The pressure of the final rinse water must be between 15 and 25 pounds per square inch (psi) in the water line immediately adjacent to the final-rinse control valve.

2) Machine- or water line-mounted thermometers must be installed to check water temperature in each dishwasher tank, including the final rinse water.

Baffles, curtains, etc., must be used to prevent wash water from entering the rinse water tank(s) and time conveyors to ensure adequate exposure during each cycle.

Equipment and utensils must be placed on conveyors or in racks, trays and baskets to expose all food-contact surfaces to detergent, washing and rinsing without obstruction and to facilitate free draining.

3) The following temperatures must be maintained for hot-water sanitizing:

a) Single-tank, stationary rack, dual-temperature machine: wash temperature of
150 F degrees; final rinse, 180 F degrees.
b) Single-tank, stationary rack, single-
temperature machine: wash and rinse
temperature of 165 F degrees.
c) Multi tank, conveyor machine: wash
temperature of 150 F degrees; pumped
rinse, 160 F degrees; final rinse, 180 F
degrees.
d) Single-tank, pot/pan/utensil washer
(stationary or moving rack): wash
temperature of 140 F degrees; final rinse,
180 F degrees.
i. When using a chemical spray in a
single-tank, stationary rack, glass-
washer, maintain a wash temperature of
at least 120 F degrees, unless otherwise
specified by the manufacturer.
ii. Air-dry all equipment and utensils after
sanitizing, by means of drain boards,
mobile dish tables and/or carts.
h. Equipment and Utensil Storage. Eating utensils
shall be picked up by their bases or handles only.
Utensils shall be stored in perforated pans only.
Glasses, tumblers and cups shall be inverted
before storing. Other tableware and utensils may
be either covered or inverted.
8. Storage of Clothing and Personal Belongings
Clothes and other personal belongings (e.g., jackets,
shoes) shall be stored in designated areas, apart
from:
a. areas for the preparation, storage and serving of
food; and
b. areas for the washing and storing of utensils.
The FSA shall identify space for storing detainee
belongings.
9. Lavatories
Adequate and conveniently located toilet facilities
shall be provided for all food service staff and
detainee workers.
a. Toilet fixtures shall be of sanitary design and
readily cleaned.
b. Toilet rooms and fixtures shall be kept clean and
in good repair.
c. Signs shall be prominently displayed.
d. Lavatories shall have readily available hot and
cold water.
e. Soap or detergent and paper towels or a hand-
drying device providing heated air, shall be
available at all times in each lavatory.
f. Waste receptacles shall be conveniently placed
near the hand-washing facilities.
10. Pest Control
Good sanitation practices are essential to an
effective pest control program. The FSA is
responsible for pest control in the food service
department, including contracting the services of an
outside exterminator as necessary.
To protect against insects and other pests, air
curtains or comparable devices shall be used on
outside doors where food is prepared, stored or
served.
11. Hazardous Materials
Only those toxic and caustic materials required for
sanitary maintenance of the facility, equipment and
utensils shall be used in the food service
department.
a. All food service staff shall know where and how
much toxic, flammable or caustic material is on
hand, and shall be aware that their use must be
controlled and accounted for daily.
b. Detainee-type combination locks shall not be
used to secure such material.
c. All containers of toxic, flammable or caustic materials shall be prominently and distinctively labeled for easy content identification.

d. All toxic, flammable and caustic materials shall be segregated from food products and stored in a locked and labeled cabinet or room.

e. Cleaning and sanitizing compounds shall be stored apart from food products.

f. Toxic, flammable and caustic materials shall not be used in a manner that may contaminate food, equipment or utensils or may pose a hazard to personnel or detainees working with or consuming food service products.

g. A system for intermediate storage of received hazardous substances shall secure the materials from time of receipt to time of issue.

The FSA shall obtain and file for reference Material Safety Data Sheets (MSDSs) on all flammable, toxic and caustic substances used in the facility as required by standard “1.2 Environmental Health and Safety.”

12. General Safety Guidelines

a. Extension cords shall be UL-listed and UL-labeled and may not be used in tandem.

b. All steam lines within seven feet of the floor or working surface, and with which a worker may come in contact, shall be insulated or covered with a heat-resistant material or otherwise be guarded from contact. Inaccessible steam lines, guarded by location, need not be protected from contact.

c. Machines shall be guarded in compliance with OSHA standards:

1) Fans within seven feet of the floor or work surface shall have blade guard openings no larger than two inches.

2) Protective eye and face equipment shall be used, as appropriate, to avert risk of injury. Dangerous areas presenting such risks shall be conspicuously marked with eye-hazard warning signs.

3) Safety shoes shall be worn in FSA-designated foot hazard areas.

4) Meat saws, slicers and grinders shall be equipped with anti-restart devices.

5) The maintenance manager shall provide ground fault protection wherever needed in the food service department, and shall document this protection for the FSA.

d. Light fixtures, vent covers, wall-mounted fans, decorative materials and similar equipment and materials attached to walls or ceilings shall be maintained in good repair.

e. Lights in food production areas, utensil and equipment washing areas, and other areas displaying or storing food, equipment, or utensils shall be equipped with protective shielding.

f. An approved, fixed fire-suppression system shall be installed in ventilation hoods over all grills, deep fryers and open flame devices. A qualified contractor shall inspect the system every six months. The fire-suppression system shall be equipped with a locally audible alarm and connected to the control room’s annunciator panel.

g. Hood systems shall be cleaned after each use to prevent grease build-up, which constitutes a fire risk. All deep fryers and grills shall be equipped with automatic fuel or energy shut-off controls.

13. Mandatory Inspection

The facility administrator shall implement written procedures requiring administrative, medical and/or dietary personnel the food service administrator or
designee to conduct the weekly inspections of all food service areas, including dining, storage, equipment and food-preparation areas.

All of the food service department equipment (e.g., ranges, ovens, refrigerators, mixers, dishwashers, garbage disposal) require frequent inspection to ensure their sanitary and operable condition. Staff shall check refrigerator and water temperatures daily and record the results. The FSA or designee shall verify and document requirements of food and equipment temperatures.

The FSA or CS shall inspect food service areas at least weekly.

An independent, external inspector shall conduct annual inspections to ensure that the food service facilities and equipment meet governmental health and safety codes.

Personnel inspecting the food service department shall note any recommended corrective actions in a written report to the facility administrator. The facility administrator shall establish the date by which identified problems shall be corrected.

Checks of equipment temperatures shall follow this schedule:

a. dishwashers: every meal;

b. pot and pan washers: daily, if water in the third compartment of a three-compartment sink is used for sanitation and the required minimum temperature is 180°F degrees; and

c. refrigeration/freezer equipment (walk-in units): site-specific schedule, established by the FSA.

All temperature-check documentation shall be filed and accessible.

The FSA shall develop a cleaning schedule for each food service area and post it for easy reference. All areas (e.g., walls, windows, vent hoods) and equipment (e.g., chairs, tables, fryers, ovens) shall be grouped by frequency of cleaning (e.g., after every use, daily, weekly, monthly, semiannually or annually).

K. Food Storage, Receiving and Inventory

1. General Policy

Since control and location of subsistence supplies are site-specific, each FSA shall establish procedures for storing, receiving and inventorying food.

On the purchase request for potentially dangerous items (e.g., 

other items considered contraband if found in a detainee's possession), the FSA shall mark them “hot,” signaling the need for special handling.

2. Receiving

The first step in receiving food is matching incoming items with the invoice, purchase order and control specifications. Weekly deliveries of fresh produce, meats and other perishable items shall be inspected for freshness, quality and general appearance. Staff shall supplement their inspections of perishables with random checks of weight, count, size, etc.

Receiving staff shall examine deliveries promptly to determine acceptability both for quantity and quality, consistent with the contract. If immediate examination is not practical upon delivery because inspection shall involve time-consuming tests, the vendor shall receive a receipt confirming delivery of a particular number/gross weight of containers in good condition (or, if not, noting exceptions).

3. Food Receipt and Storage

The following procedures apply when receiving or storing food:

a. Inspect the incoming shipment for damage, contamination and pest infestation. Rats, mice or insects may be hiding in the middle of a pallet.
b. Promptly remove damaged pallets and broken containers of food. Separate damaged food containers from other food and store separately for disposal. Take special care in handling flour, cereal, nuts, sugar, chocolate and other such products highly susceptible to contamination.

c. Upon finding that an incoming food shipment has been contaminated, contact the FSA/CS for instructions on the next course of action.

d. Store all food item products at least six inches from the floor and sufficiently far from walls to facilitate pest-control measures. A painted line may guide pallet placement. Wooden pallets may be used to store canned goods and other non-absorbent containers, but not to store dairy products or fresh produce.

e. Store perishables at 35-40°F degrees to prevent spoilage and other bacterial action, and maintain frozen foods at or below zero degrees.

f. Prevent cross-contamination by storing foods requiring washing or cooking separately from those that do not.

g. For rapid cooling, use shallow pans (depth not to exceed four inches). Cover or otherwise shield refrigerated food from contamination.

h. Do not store food in locker rooms, toilet rooms, dressing rooms, garbage rooms or mechanical rooms, or under sewer lines, potentially leaking water lines, open stairwells or other sources of contamination.

4. Inventory

Determining inventory levels and properly receiving, storing and issuing goods are critical to controlling costs and maintaining quality. While the FSA shall base inventory levels on facility needs, each facility shall always stock a 15-day food supply at a minimum.

Procedures for checking the quality and quantity of food and other supplies and their distribution to the point of use shall comply with industry-established policies and financial management practices.

Food service inventory represents significant financial resources converted into goods in the form of food, supplies and equipment. All food service personnel must be aware of the value of the inventory and of his/her responsibility for the security of these goods upon receipt.

The master-cycle menus offer guidance to managers planning inventory levels.

Inventory levels shall be established, monitored and periodically adjusted to correct excesses or shortages.

5. Stock Rotation

Each facility shall establish a written stock rotation schedule.

6. Perpetual Inventory

"Perpetual Inventory" is the process of recording all food service purchases and food distribution. Although details may vary, the information recorded always includes the quantity on hand, quantity received, quantity issued and unit cost for each food and supply item.

Perpetual inventory records are important because they provide the FSA with up-to-date information on product usage, and act as a guide for further purchases.

For accurate accounting of all food and supplies, a perpetual inventory record is insufficient. An official inventory of stores on hand must be conducted annually.

All food service departments shall complete a physical inventory of the warehouse quarterly.

7. The Dry Storeroom
Proper care and control of the dry storeroom involves the following:

a. keeping the storeroom dry and cool (45-80 F degrees) to prevent swelling of canned goods and general spoilage;

b. sealing or otherwise making impenetrable all wall, ceiling and floor openings to prevent entry of dirt, water, pests, etc.;

c. vigilant housekeeping to keep the room clean and free from rodents and vermin (a drain for flushing is desirable); and

d. securing the storeroom under lock and key to prevent pilferage—the FSA is responsible for key distribution.

8. Refrigerators

Butter, milk, eggs and cream shall be separated from foods having strong odors. Eggs shall not be subjected to freezing temperatures.

Refrigeration units shall be kept under lock and key when not in use. Walk-in boxes shall be equipped with safety locks that require no more than 15 pounds of pressure to open easily from the inside. If latches and locks are incorporated in the door’s design and operation, the interior release mechanism must open the door with the same amount of pressure even when locks or bars are in place.

Whether new or used, the [redacted] The FSA, along with the Safety Manager, shall review the walk-in freezer(s) and refrigerator(s) to ensure that they operate properly.
Appendix 4.1.A: Authorization for Common Fare Participation

Name of detainee:

A-number:

I hereby request authorization to participate in the Common Fare Program. I agree to comply with the program requirements. I understand that if I am observed consuming mainline foods or violating other program requirements, I may be removed from program participation and will not be eligible for immediate reinstatement. Repeated program violations may result in removal from the program for up to one year. I further understand that the same conditions for reinstatement may apply if I voluntarily withdraw from the program for any reason.

I understand that I must have a recorded religious preference in order to be eligible for the program and that I must provide a written reason for requesting to participate in the religious diet program.

Religious preference: __________

Specific reason for wanting to participate in the Common Fare Religious Diet Program:

__________________________________________________

Signature of detainee:

A-number: __________

Date: ______________

Signature of Chaplain:

Date: ______________

Record Copy—Detainee Detention File; Copy - Chaplaincy File; Copy—Detainee
4.2 Hunger Strikes

I. Purpose and Scope

This detention standard protects detainees’ health and well-being by monitoring, counseling and providing appropriate treatment to any detainee who is on a hunger strike.

Nothing in this detention standard is intended to limit or override the exercise of sound medical judgment by the clinical medical authority (CMA) responsible for a detainee’s medical care. Each case must be evaluated on its own merits and specific circumstances, and treatment shall be given in accordance with accepted medical practice.

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. Any detainee who does not eat for 72 hours shall be referred to the medical department for evaluation and possible treatment by medical and mental health personnel. Prior to 72 hours, staff may refer a detainee for medical evaluation, and when clinically indicated, medical staff may refer the detainee to a hospital;

2. The ICE/ERO Field Office Director shall be immediately notified when a detainee is on a hunger strike, declared or otherwise;

3. The detainee’s health shall be carefully monitored and documented, as shall the detainee’s intake of foods and liquids. The clinical director, designated physician or treating medical staff shall conduct a full clinical and mental health assessment and evaluation, and recommend a course of treatment, intervention or follow-up;

4. When medically advisable, a detainee on a hunger strike shall be isolated for close supervision, observation and monitoring;

5. Medical, mental health or hospital staff shall offer counseling regarding medical risks and detainees shall be encouraged to end the hunger strike or accept medical treatment;

6. Refusal of medical treatment shall be documented in the detainee’s medical file;

7. Involuntary medical treatment shall be administered only with medical, psychiatric and legal safeguards;

8. A record of interactions with the striking detainee, the provision of food, attempted and successfully administered medical treatment, and communications between the CMA, facility administrator and ICE/ERO regarding the striking detainee shall be established; and

9. The applicable content and procedures in this standard shall be communicated to the detainee-
in a language or manner the detainee can understand. 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 notetakers, 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 into which written material has not been translated, or who is illiterate.

III. Standards Affected

This detention standard replaces “Hunger Strikes” dated 12/2/2008.

IV. References


ICE/ERO Performance-based National Detention Standards 2011: “4.3 Medical Care.”

V. Expected Practices

A. Staff Training

All staff shall be trained initially and annually thereafter to recognize the signs of a hunger strike, and to implement the procedures for referral for medical assessment and for management of a detainee on a hunger strike.

B. Initial Referral

Procedures for identifying and referring a detainee suspected or announced to be on a hunger strike to medical staff shall include obtaining from qualified medical personnel an assessment of whether the detainee’s action is reasoned and deliberate, or the manifestation of a mental illness.

Facilities shall immediately notify the local Field Office Director or his/her designee when an ICE/ERO detainee begins a hunger strike.

1. Staff shall consider any detainee observed to have not eaten for 72 hours to be on a hunger strike, and shall refer him/her to the CMA for evaluation and management.

2. Medical personnel shall document the reasons for placing a detainee in a single occupancy observation room. This decision shall be reviewed every 72 hours. Medical personnel shall monitor the detainee in a single-occupancy observation room, when medically advisable and taking into consideration the detainee’s mental health needs. If measuring food and liquid intake/output becomes necessary, medical personnel shall make a decision about appropriate housing placement.

C. Initial Medical Evaluation and Management

4.2 | Hunger Strikes

(Revised December 2016) (As Modified by February 2013 Errata)
Medical staff shall monitor the health of a detainee on a hunger strike. If a detainee engaging in a hunger strike has been previously diagnosed with a mental condition, or is incapable of giving informed consent due to age or illness, appropriate medical/administrative action shall be taken in the best interest of the detainee.

1. During the initial evaluation of a detainee on a hunger strike, medical staff shall:
   a. measure and record height and weight;
   b. measure and record vital signs;
   c. perform urinalysis;
   d. conduct psychological/psychiatric evaluation;
   e. examine general physical condition; and
   f. if clinically indicated, proceed with other necessary studies.

2. Medical staff shall measure and record weight and vital signs at least once every 24 hours during the hunger strike and repeat other procedures as medically indicated.

3. Qualified medical personnel may modify or augment standard treatment protocols when medically indicated.

4. Medical staff shall record all examination results in the detainee’s medical file.

5. If the detainee refuses the initial medical evaluation or any treatment or other medical procedures, medical staff must attempt to secure the detainee’s signature on a “Refusal of Treatment” form. If the detainee will not cooperate by signing, staff shall note this on the “Refusal of Treatment” form.

6. Any detainee refusing medical treatment shall be monitored by medical staff to evaluate whether the hunger strike poses a risk to the detainee’s life or permanent health. See “Section V,” “E, Refusal to Accept Treatment” below in this standard.

7. If medically necessary, the detainee may be transferred to a community hospital or a detention facility appropriately equipped for treatment.

8. After the hunger strike, medical staff shall continue to provide appropriate medical and mental health follow-up. Only a physician may order a detainee’s release from hunger strike treatment and shall document that order in the detainee’s medical record. A notation shall be made in the detention file when the detainee has ended the hunger strike.

9. Records shall be kept of all interactions with the striking detainee, the provision of food, attempted and successfully administered medical treatment, and communications between the CMA, facility administrator, and ICE/ERO regarding the striking detainee.

D. Food and Liquid Intake and Output

After consultation with the CMA, the facility administrator may require staff to measure and record food and water intake and output as follows:

1. Record intake and output in the medical record using an IHSC “Hunger Strike Form” or equivalent;

2. Deliver three meals per day to the detainee’s room unless otherwise directed by the CMA—staff shall physically deliver each meal regardless of the detainee’s response to an offered meal;

3. Provide an adequate supply of drinking water or other beverages; and

4. Remove from the detainee’s room all food items not authorized by the CMA. During the hunger strike, the detainee may not purchase...
commissary/vending machine food.

E. Refusal to Accept Treatment

An individual has a right to refuse medical treatment. Before involuntary medical treatment is administered, staff shall make reasonable efforts to educate and encourage the detainee to accept treatment voluntarily. Involuntary medical treatment shall be administered in accordance with established guidelines and applicable laws and only after the CMA determines the detainee’s life or health is at risk.

1. Medical staff shall explain to the detainee the medical risks associated with refusal of treatment, and shall document treatment efforts in the detainee’s medical record.

2. The physician may recommend involuntary treatment when clinical assessment and laboratory results indicate the detainee’s weakening condition threatens the life or long-term health of the detainee.

   a. The facility administrator shall notify ICE/ERO if a detainee is refusing treatment, and the health services administrator shall notify the respective ICE/ERO Field Office Director in writing of any proposed plan to involuntarily feed the detainee if the hunger strike continues. Under no circumstances may a facility administer involuntary medical treatment without authorization from ICE/ERO.

   b. The Field Office Director, in consultation with the CMA, shall then contact the respective ICE Office of Chief Counsel and the U.S. Attorney’s Office with jurisdiction. After discussing the case, the attorneys shall recommend whether or not to pursue a court order. ICE policy is to seek a court order to obtain authorization for involuntary medical treatment. If a court determines that it does not have jurisdiction to issue such an order, or a hospital refuses to administer involuntary sustenance pursuant to a court order, ICE/ERO may consider other action if the hunger strike continues.

   1) If a court order is to be pursued, ICE/ERO shall work with the local ICE Office of Chief Counsel to work with the U.S. Attorney’s Office to make the arrangements for a court hearing.

3. Medical staff shall:

   a. document all treatment efforts and each treatment refusal in the detainee’s medical record;

   b. continue clinical and laboratory monitoring as necessary until the detainee’s life or health is out of danger; and

   c. continue medical and mental health follow-up as necessary.

F. Release from Treatment

Only the physician may order the termination of hunger strike treatment; the order shall be documented in the detainee’s medical record.
4.3 Medical Care

I. Purpose and Scope

This detention standard ensures that detainees have access to appropriate and necessary medical, dental and mental health care, including emergency services.

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.

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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. Detainees shall have access to a continuum of health care services, including screening, prevention, health education, diagnosis and treatment.

   **Medical facilities within the detention facility shall achieve and maintain current accreditation with the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.**

2. The facility shall have a mental health staffing component on call to respond to the needs of the detainee population 24 hours a day, seven days a week.

3. All vital medical information shall be communicated to the detainee in a language or manner the detainee can understand. 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.

Newly-admitted detainees shall be informed orally or in a manner in which the detainee understands about how to access, appeal or
communicate concerns about health services.

4. Detainees shall be able to request health services on a daily basis and shall receive timely follow-up.

5. Detainees shall receive continuity of care from time of admission to time of transfer, release or removal. Detainees, who have received medical care, released from custody or removed shall receive a discharge plan, a summary of medical records, any medically necessary medication and referrals to community-based providers as medically-appropriate.

6. A detainee who is determined to require health care beyond facility resources shall be transferred in a timely manner to an appropriate facility. A written list of referral sources, including emergency and routine care, shall be maintained and updated annually.

7. A transportation system shall provide timely access to health care services that are not available at the facility. Procedures for use of this transportation system shall include: a) prioritization of medical needs; b) urgency (such as the use of an ambulance instead of standard transportation); c) transfer of medical information and medications; and d) safety and security concerns of all persons.

8. A detainee who requires close, chronic or convalescent medical supervision shall be treated in accordance with a written treatment plan conforming to accepted medical practices for the condition in question, approved by a licensed physician, dentist or mental health practitioner.

9. Twenty-four hour emergency medical and mental health services shall be available to all detainees.

10. Centers for Disease Control and Prevention (CDC) guidelines for the prevention and control of infectious and communicable diseases shall be followed.

11. Occupational Safety and Health Administration (OSHA) and applicable state guidelines for managing bio-hazardous waste and decontaminating medical and dental equipment shall be followed.

12. Detainees with chronic conditions shall receive care and treatment, as needed, that includes monitoring of medications, diagnostic testing and chronic care clinics.

13. The facility administrator shall notify ICE/ERO, in writing, of any detainee whose medical or mental health needs require special consideration in such matters as housing, transfer or transportation.

14. Each detainee shall receive a comprehensive medical, dental and mental health intake screening as soon as possible, but no later than within 12 hours after arrival at each detention facility. Detainees who appear upon arrival to raise urgent medical or mental health concerns shall receive priority in the intake screening process.

15. Each detainee shall receive a comprehensive health assessment, including a physical examination and mental health screening, by a qualified, licensed health care professional no later than 14 days after entering into ICE custody or arrival at facility. For the purposes of the comprehensive medical examination, a qualified licensed health provider includes the following: physicians, physician assistants, nurses, nurse practitioners, or others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients.

16. Qualified, licensed health care professionals shall classify each detainee on the basis of medical and mental health needs. Detainees
shall be referred for evaluation, diagnosis, treatment and stabilization as medically indicated.

17. Use of restraints on pregnant women and for medical or mental health purposes shall be subject to the requirements specified in standard 2.15 Use of Force and Restraints. At no time shall a pregnant detainee be restrained, absent truly extraordinary circumstances that render restraints absolutely necessary.

18. Detainees experiencing severe, life-threatening intoxication or withdrawal symptoms shall be transferred immediately for either on-site or off-site emergency department evaluation.

19. Pharmaceuticals and non-prescription medicines shall be secured, stored and inventoried.

20. Prescriptions and medications shall be ordered, dispensed and administered in a timely manner and as prescribed by a licensed health care professional. This shall be conducted in a manner that seeks to preserve the privacy and personal health information of detainees.

21. Health care services shall be provided by a sufficient number of appropriately trained and qualified personnel, whose duties are governed by thorough and detailed job descriptions and who are licensed, certified, credentialed and/or registered in compliance with applicable state and federal requirements.

22. Detention and health care personnel shall be trained initially and annually in the proper use of emergency medical equipment and shall respond to health-related emergency situations.

23. Information about each detainee’s health status shall be treated as confidential, and health records shall be maintained in accordance with accepted standards separately from other detainee detention files and be accessible only in accordance with written procedures and applicable laws. Health record files on each detainee shall be well organized, available to all practitioners and properly maintained and safeguarded.

24. Informed consent standards shall be observed and adequately documented. Staff shall make reasonable efforts to ensure that detainees understand their medical condition and care.

25. Medical and mental health interviews, screenings, appraisals, examinations, procedures and administration of medication shall be conducted in settings that respect detainees’ privacy in accordance with safe and orderly operations of the facility.

26. Detainees shall be provided same-sex chaperones as appropriate or as requested. A detainee’s request to see a health care provider of the same gender should be considered; when not feasible, a same-gender chaperone shall be provided. When care is provided by a health care provider of the opposite gender, a detainee shall be provided a same-gender chaperone upon the detainee’s request.

27. Detainees in Special Management Units (SMUs) shall have access to the same or equivalent health care services as detainees in the general population, as specified in standard 2.12 Special Management Units.

28. **Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and telemedicine, shall be provided.

29. All detainees shall receive medical and mental health screenings, interventions and treatments for gender-based abuse and/or violence, including sexual assault and domestic violence.

30. This standard and the implementation of this
standard will be subject to internal review and a quality assurance system in order to ensure the standard of care in all facilities is high.

III. Standards Affected

This detention standard replaces “Medical Care” dated 12/2/2008.

IV. References


American Public Health Association *Standards for Health Services in Correctional Institutions, Health Services for Women*.

Centers for Disease Control and Prevention website, www.cdc.gov (for the most current guidelines and recommendations on tuberculosis case management and control, HIV management, health care acquired infections, infection control, influenza management, respiratory protection, infectious diseases of public health significance, emerging infectious diseases, and correctional health)


Infectious Diseases Society of America, http://www.idsociety.org/Content.aspx?id=9088 (for the most current infectious diseases practice guidelines prepared or endorsed by the Infectious Diseases Society of America)


Exec. Order 13166.

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

- “1.2 Environmental Health and Safety,” particularly in regard to storing, inventorying and handling needles and other sharp instruments; standard precautions to prevent contact with blood and other body fluids; sanitation and cleaning to prevent and control infectious diseases; and disposing of hazardous and infectious waste;
- “2.11 Sexual Abuse and Assault Prevention and Intervention”;
- “4.2 Hunger Strikes”;
- “4.6 Significant Self-harm and Suicide Prevention and Intervention”; and
- “4.7 Terminal Illness, Advance Directives and Death.”

ICE Health Service Corps (IHSC) *Policies and Procedures Manual*.

The Joint Commission.

www.flu.gov

www.aids.gov


V. Expected Practices

A. General

Every facility shall directly or contractually provide its detainee population with the following:

4.3 | Medical Care

(As Modified by February 2013 Errata) (Revised December 2016)
1. Initial medical, mental health and dental screening;
2. Medically necessary and appropriate medical, dental and mental health care and pharmaceutical services;
3. Comprehensive, routine and preventive health care, as medically indicated;
4. Emergency care;
5. Specialty health care;
6. Timely responses to medical complaints; and
7. Hospitalization as needed within the local community.
8. Staff or professional language services necessary for detainees with limited English proficiency (LEP) during any medical or mental health appointment, sick call, treatment, or consultation.

**Medical facilities within the detention facility shall achieve and maintain current accreditation with the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.**

B. Designation of Authority

A designated health services administrator (HSA) or the equivalent in non-IHSC staffed detention facilities shall have overall responsibility for health care services pursuant to a written agreement, contract or job description. The HSA is a physician or health care professional and shall be identified to detainees.

The designated clinical medical authority (CMA) at the facility shall have overall responsibility for medical clinical care pursuant to a written agreement, contract or job description. The CMA shall be a medical doctor (MD) or doctor of osteopathy (DO). The CMA may designate a clinically trained professional to have medical decision making authority in the event that the CMA is unavailable.

When the HSA is other than a physician, final clinical judgment shall rest with the facility’s designated CMA. In no event shall clinical decisions be made by non-clinicians.

The HSA shall be authorized and responsible for making decisions about the deployment of health resources and the day-to-day operations of the health services program. The CMA together with the HSA establishes the processes and procedures necessary to meet the medical standards outlined herein.

All facilities shall provide medical staff and sufficient support personnel to meet these standards. A staffing plan will be reviewed at least annually which identifies the positions needed to perform the required services.

Health care personnel perform duties within their scope of practice for which they are credentialed by training, licensure, certification, job descriptions, and/or written standing or direct orders by personnel authorized by law to give such orders.

The facility administrator, in collaboration with the CMA and HSA, negotiates and maintains arrangements with nearby medical facilities or health care providers to provide required health care not available within the facility, as well as identifying custodial officer’s transport and remain with detainees for the duration of any off-site treatment or hospital admission.

C. Communicable Disease and Infection Control

1. General

   Each facility shall have written plans that address the management of infectious and communicable
diseases, including screening, prevention, education, identification, monitoring and surveillance, immunization (when applicable), treatment, follow-up, isolation (when indicated) and reporting to local, state and federal agencies.

Plans shall include:

a. coordination with local public health authorities;
b. ongoing education for staff and detainees;
c. control, treatment and prevention strategies;
d. protection of detainee confidentiality;
e. media relations, in coordination with the local Public Affairs Officer (PAO);
f. procedures for the identification, surveillance, immunization, follow-up and isolation of patients;
g. hand hygiene
h. management of infectious diseases and reporting them to local and/or state health departments in accordance with established guidelines and applicable laws; and
i. management of bio-hazardous waste and decontamination of medical and dental equipment that complies with applicable laws and standard “1.2 Environmental Health and Safety.”

Facilities shall comply with current and future plans implemented by federal, state or local authorities addressing specific public health issues including communicable disease reporting requirements. Infectious and communicable disease control activities shall be reviewed and discussed in the quarterly administrative meetings as described in Section V.BB-DD of this detention standard. Designated medical staff shall report to the IHSC Epidemiology-Public Health, Safety, and Preparedness Unit all cases of individuals diagnosed with infectious or communicable diseases of public health significance.

2. Tuberculosis (TB) Management

As indicated in this standard below in the section “J. Medical and Mental Health Screening of New Arrivals,” “Medical Screening of New Arrivals,” screening for TB is initiated at intake and in accordance with Center for Disease Control and Prevention (CDC) guidelines.

All new arrivals shall receive TB screening within 12 hours of intake and in accordance with CDC guidelines (www.cdc.gov/tb). For detainees that have been in continuous law enforcement custody, symptom screening plus documented TB screening within six months is one year of arrival may be accepted for intake screening purposes.

Annual or periodic TB testing shall be implemented in accordance with CDC guidelines; annual TB screening method should be appropriately selected with consideration given to the initial screening method conducted or documented during intake.

Detainees with symptoms suggestive of TB, or with suspected or confirmed active TB disease based on clinical and/or laboratory findings, shall be placed in a functional airborne infection isolation room with negative pressure ventilation and be promptly evaluated for TB disease. Patients with suspected active TB shall remain in airborne infection isolation until determined by a qualified provider to be noncontagious in accordance with CDC guidelines.

For all patients with confirmed and suspected active tuberculosis, designated medical staff shall:

a. Report all cases to local and/or state health departments within one working day of meeting reporting criteria and in accordance with established guidelines and applicable laws, identified by the custodial agency and the
detainee’s identifying number of that agency (ICE detainees are reported as being in ICE custody and are identified by their alien numbers).

b. Report all cases—detainees with suspected or confirmed TB to the ICE headquarters IHSC Epidemiology Unit Health Service Corps (IHSC), Public Health, Safety, and Preparedness Unit within one working day of initial identification with suspected or confirmed TB disease.

Reporting shall include names, aliases, date of birth, alien number, case status/classification, available diagnostic and lab results, treatment status (including drugs and dosages), treatment start date, a summary case report, and a point of contact and telephone number for follow-up.

c. Promptly Report any movement of TB patients, including hospitalizations, facility transfers, releases, or removals/deportations to the local and/or state health department and the IHSC Epidemiology Unit Public Health, Safety, and Preparedness Unit.

When treatment is indicated, multi-drug, anti-TB therapy shall be administered using directly observed therapy (DOT) in accordance with American Thoracic Society (ATS) and CDC guidelines. For patients with drug-resistant or multi-drug-resistant TB, the state or local health department shall be consulted to establish a customized treatment regimen and treatment plan.

Patients receiving anti-TB therapy shall be provided with a 15 day supply of medications and appropriate education when transferred, released or deported, in an effort to prevent interruptions in treatment until care is continued in another location.

Treatment for latent TB infection (LTBI) shall not be initiated unless active TB disease is ruled out.

Designated medical staff shall coordinate with the IHSC Epidemiology Unit and the local and/or state health department to facilitate an international referral and continuity of therapy. Designated medical staff shall collaborate with the local and/or state health department on tuberculosis and other communicable diseases of public health significance.

3. Varicella—Significant Communicable Disease

Designated medical staff shall notify the IHSC Epidemiology Public Health, Safety, and Preparedness Unit of any ICE detainee with a significant communicable disease and of any contact or outbreak investigations involving ICE detainees exposed to a significant communicable disease without known immunity. Significant communicable diseases include, but are not limited to, varicella (e.g., herpes zoster [shingles], chickenpox), measles, mumps, pertussis (whooping cough), and typhoid fever among ICE detainees and of any ICE detainees exposed to active varicella without a history of prior varicella or varicella immunization.

4. Bloodborne Pathogens

Infection control awareness shall be communicated on a regular basis to correctional and medical staff, as well as detainees. Detainees exposed to potentially infectious body fluids (e.g., through needle sticks or bites) shall be afforded immediate medical assistance, and the incident shall be reported as soon as possible to the clinical director or designee and documented in the medical file. All detainees shall be assumed to be infectious for bloodborne pathogens, and standard precautions are to be used at all times when caring for all detainees.

Each facility shall establish a written plan to address exposure to bloodborne pathogens; the management of hepatitis A, B, and C; and the management of HIV infection, including reporting.

a. Hepatitis
A detainee may request hepatitis testing at any time during detention.

b. HIV
A detainee may request HIV testing at any time during detention. Persons who must feed, escort, directly supervise, interview or conduct routine office work with HIV patients are not considered at risk of infection. However, persons regularly exposed to blood are at risk. Facilities shall develop a written plan to ensure the highest degree of confidentiality regarding HIV status and medical condition. Staff training must emphasize the need for confidentiality, and procedures must be in place to limit access to health records to only authorized individuals and only when necessary.

The accurate diagnosis and medical management of HIV infection among detainees shall be promoted. An HIV diagnosis may be made only by a licensed health care provider, based on a medical history, current clinical evaluation of signs and symptoms and laboratory studies.

c. Clinical Evaluation and Management
Medical personnel shall provide all detainees diagnosed with HIV/AIDS medical care consistent with national recommendations and guidelines disseminated through the U.S. Department of Health and Human Services, the CDC, and the Infectious Diseases Society of America. Medical and pharmacy personnel shall ensure that all Food and Drug Administration (FDA) medications currently approved for the treatment of HIV/AIDS are accessible. Medical and pharmacy personnel shall develop and implement distribution procedures to ensure timely and confidential access to medications.

Many of these guidelines are available through the following links:
http://www.cdc.gov/hiv/resources/guidelines/index.htm#treatment
http://www.idsociety.org/Content.aspx?id=9088

Medical and pharmacy personnel shall ensure the facility maintains access to adequate supplies of FDA-approved medications for the treatment of HIV/AIDS to ensure newly admitted detainees shall be able to continue with their treatments without interruption. Upon release, detainees currently receiving highly active antiretroviral therapy and other drugs shall receive up to a 30-day supply of their medications as medically appropriate.

When current symptoms are suggestive of HIV infection, the following procedures shall be implemented.

1) Clinical evaluation shall determine the medical need for isolation.

Detainees with HIV shall not be separated from the general population, either pending a test result or after a test report, unless clinical evaluation reveals a medical need for isolation. Segregation of HIV-positive detainees is not necessary for public health purposes.

2) Following a clinical evaluation, if a detainee manifests symptoms requiring treatment beyond the facility’s capability, the provider shall recommend the detainee’s transfer to a local hospital or other appropriate facility for further medical testing, final diagnosis and acute treatment as needed, consistent with local operating procedures.

3) Any detainee with active tuberculosis shall also be evaluated for possible HIV infection.

4) New HIV-positive diagnoses must be reported to government bodies according to state and local laws and requirements; the HSA is...
responsible for ensuring that all applicable state requirements are met.

The “Standard Precautions” section of standard “1.2 Environmental Health and Safety” provides more detailed information.

**D. Notifying Detainees about Health Care Services**

In accordance with standard “6.1 Detainee Handbook,” the facility shall provide each detainee, upon admittance, a copy of the detainee handbook and local supplement, in which procedures for access to health care services are explained.

Health care practitioners should explain any rules about mandatory reporting and other limits to confidentiality in their interactions with detainees. Informed consent shall be obtained prior to providing treatment (absent medical emergencies). Consent forms and refusal shall be documented and placed in the detainee’s medical file.

In accordance with the section on Orientation in standard “2.1 Admission and Release,” access to health care services, the sick call and medical grievance processes shall be included in the orientation curriculum for newly admitted detainees.

**E. Translation and Language Access for Detainees with Limited English Proficiency**

Facilities shall provide appropriate interpretation and language services for LEP detainees related to medical and mental health care. Where appropriate staff interpretation is not available, facilities will make use of professional interpretation services. Detainees shall not be used for interpretation services during any medical or mental health service. Interpretation and translation services by other detainees shall only be provided in an emergency medical situation.

Facilities shall post signs in medical intake areas in English, Spanish, and languages spoken by other significant segments of the facility’s detainee population listing what language assistance is available during any medical or mental health treatment, diagnostic test, or evaluation.

**F. Facilities**

1. **Examination and Treatment Area**

Adequate space and equipment shall be furnished in all facilities so that all detainees may be provided basic health examinations and treatment in private while ensuring safety.

A holding/waiting area shall be located in the medical facility under the direct supervision of custodial officers. A detainee toilet and drinking fountain shall be accessible from the holding/waiting area.

2. **Medical Records**

Medical records shall be kept separate from detainee detention records and stored in a securely locked area within the medical unit.

3. **Medical Housing**

If there is a specific area, separate from other housing areas, where detainees are admitted for health observation and care under the supervision and direction of health care personnel, consideration shall be given to the detainee’s age, gender, medical requirements and custody classification and the following minimum standards shall be met:

a. **Care**

   1) Physician at the facility or on call 24 hours per day;

   2) Qualified health care personnel on duty 24 hours per day when patients are present;

   3) Staff members within sight or sound of all patients;
4) Maintenance of a separate medical housing record distinct from the complete medical record; and

5) Compliance with all established guidelines and applicable laws.

Detainees in medical housing shall have access to other services such as telephone, legal access and materials, consistent with their medical conditions.

Prior to placing a detainee with a mental illness in medical housing, a determination shall be made by a medical or mental health professional that placement in medical housing is medically necessary.

b. Wash Basins, Bathing Facilities and Toilets

1) Detainees shall have access to operable washbasins with hot and cold running water at a minimum ratio of 1 for every 12 detainees, unless state or local building codes specify a different ratio.

2) Sufficient bathing facilities shall be provided to allow detainees to bathe daily, and at least one sufficient bathing facilities shall be configured and equipped to accommodate physically accessible for detainees with physical impairments who need assistance to bathe disabilities, as required by the applicable accessibility standard. Water shall be thermostatically controlled to temperatures ranging from 100 F to 120 F degrees.

3) Detainees shall have access to operable toilets and hand-washing facilities 24 hours per day and shall be permitted to use toilet facilities without staff assistance. Unless state or local building or health codes specify otherwise:

a) toilets shall be provided at a minimum ratio of 1 to every 12 detainees in male facilities and 1 for every 8 in female facilities, and

b) all housing units with three or more detainees shall have a minimum of two toilets.

G. Pharmaceutical Management

Each detention facility shall have and comply with written policy and procedures for the management of pharmaceuticals, to include:

1. a formulary of all prescription and nonprescription medicines stocked or routinely procured from outside sources;

2. identification of a method for promptly approving and obtaining medicines not on the formulary;

3. prescription practices, including requirements that medications are prescribed only when clinically indicated, and that prescriptions are reviewed before being renewed;

4. procurement, receipt, distribution, storage, dispensing, administration and disposal of medications;

5. secure storage and disposal and perpetual inventory of all controlled substances (DEA Schedule II-V), syringes, and needles;

6. medicine administration error reports to be kept for all administration errors;

7. all staff responsible for administering or having access to pharmaceuticals to be trained on medication management before beginning duty;

8. all pharmaceuticals to be stored in a secure area with the following features:

a. a secure perimeter;

b. access limited to authorized medical staff (never detainees);
c. solid walls from floor to ceiling and a solid ceiling;
d. a solid core entrance door with a high security lock (with no other access); and
e. a secure medication storage area;
9. administration and management in accordance with state and federal law;
10. supervision by properly licensed personnel;
11. administration of medications by properly licensed, credentialed, trained personnel under the supervision of the health services administrator (HSA), clinical medical authority (CMA), both; and
12. documentation of accountability for administering or distributing medications in a timely manner, and according to licensed provider orders.

H. Nonprescription Medications

The facility administrator and HSA shall jointly approve any nonprescription medications that are available to detainees outside of health services (e.g., sold in commissary, distributed by housing officers, etc.), and shall jointly review the list, on an annual basis at a minimum.

I. Medical Personnel

All health care staff must be verifiably licensed, certified, credentialed, and/ or registered in compliance with applicable state and federal requirements. Copies of the documents must be maintained on site and readily available for review. A restricted license does not meet this requirement.

J. Medical and Mental Health Screening of New Arrivals

As soon as possible, but no later than within 12 hours after arrival, all detainees shall receive, by a

health care provider or a specially trained detention officer, an initial medical, dental and mental health screening and be asked for information regarding any known acute or emergent medical conditions. Any detainee responding in the affirmative shall be sent for evaluation to a qualified, licensed health care provider as quickly as possible, but in no later than two working days. Detainees who appear upon arrival to raise urgent medical or mental health concerns shall receive priority in the intake screening process. For intrasystem transfers, a qualified health care professional will review each incoming detainee’s health record or health summary within 12 hours of arrival, to ensure continuity of care.

For LEP individuals, interpretation for the screening will be conducted by facility staff with appropriate language capabilities or through professional interpretation services, as described in Section E of this standard (“Translation and Language Access for Detainees with Limited English Proficiency”).

If screening is performed by a detention officer, the facility shall maintain documentation of the officer’s special training, and the officer shall have available for reference the training syllabus, to include education on patient confidentiality of disclosed information.

The screening shall inquire into the following:

1. any past history of serious infectious or communicable illness, and any treatment or symptoms;
2. history of physical and mental illness;
3. pain assessment;
4. current and past medication;
5. allergies;
6. past surgical procedures;
7. symptoms of active TB or previous TB
treatment;
8. dental care history;
9. use of alcohol, tobacco and other drugs, including an assessment for risk of potential withdrawal;
10. possibility of pregnancy;
11. other relevant health problems identified by the CMA responsible for screening inquiry;
12. observation of behavior, including state of consciousness, mental status, appearance, conduct, tremor, sweating;
13. history of suicide attempts or current suicidal/homicidal ideation or intent;
14. observation of body deformities and other physical abnormalities;
15. inquire into a transgender detainee’s gender self-identification and history of transition-related care, when a detainee self-identifies as transgender;
16. past hospitalizations;
17. chronic illness (including, but not limited to, hypertension and diabetes);
18. dietary needs; and
19. any history of physical or sexual victimization or perpetrated sexual abuse, and when the incident occurred.

Where there is a clinically significant finding as a result of the initial screening, an immediate referral shall be initiated and the detainee shall receive a health assessment no later than two working days from the initial screening.

For further information and guidance, see standard “2.1 Admission and Release.”

Initial screenings shall be conducted in settings that respect detainees’ privacy and include observation and interview questions related to the detainee’s potential suicide risk and mental health, possible mental disabilities, including mental illness. For further information, see standard “4.6 Significant Self-harm and Suicide Prevention and Intervention.”

If, at any time during the screening process, there is an indication of need of, or a request for, mental health services, the HSA must be notified within 24 hours. The CMA, HSA or other qualified licensed health care provider shall ensure a full mental health evaluation, if indicated. Mental health evaluations must be conducted within the timeframes prescribed in “O. Mental Health Program” of this standard.

If a detainee discloses a history of sexual victimization or abuse during a medical or mental-health intake screening, whether it occurred in an institutional setting or in the community, a referral to a qualified, licensed health care provider shall be made immediately. For further information, please see Section V of this standard and standard “2.11 Sexual Abuse and Assault Prevention and Intervention.”

All facilities shall have policies and procedures in place to ensure documentation of the initial health screening and assessment.

The health intake screening shall be conducted using the IHSC Intake Screening Form (IHSC 795A) or equivalent and shall be completed prior to the detainee’s placement in a housing unit. The Intake Screening Form attached as Appendix 4.3 A mirrors form IHSC 795A and may be used by facilities to ensure compliance with screening requirements in these standards.

Upon completion of the In-Processing Health Screening form, the detention officer shall immediately notify medical staff when one or more positive responses are documented. Medical staff will then assess priority for treatment (e.g. urgent,
today or routine).

Limited-English proficient detainees and detainees who are hearing impaired shall be provided interpretation or translation services or other assistance as needed for medical care activities.

Language assistance may be provided by another medical staff member competent in the language or by a professional service, such as a telephone interpretation service.

K. Substance Dependence and Detoxification

All detainees shall be evaluated through an initial screening for use of and/or dependence on mood- and mind-altering substances, alcohol, opiates, hypnotics, sedatives, etc. Detainees who report the use of such substances shall be evaluated for their degree of reliance on and potential for withdrawal from the substance.

The CMA shall establish guidelines for evaluation and treatment of new arrivals who require detoxification.

Detainees experiencing severe or life-threatening intoxication or withdrawal shall be transferred immediately to an emergency department for evaluation.

Once evaluated, the detainee will be referred to an appropriate facility qualified to provide treatment and monitoring for withdrawal, or treated on-site if the facility is staffed with qualified personnel and equipment to provide appropriate care.

L. Privacy and Chaperones

1. Medical Privacy

Medical and mental health interviews, screenings, appraisals, examinations, procedures, and administration of medication shall be conducted in settings that respect detainees’ privacy.

2. Same-Gender Providers and Chaperones

A detainee’s request to see a health care provider of the same gender should be considered. When not feasible, a same-gender chaperone shall be provided.

When care is provided by a health care provider of the opposite gender, a detainee shall be provided a same-gender chaperone upon the detainee’s request.

A same-gender chaperone shall be provided, even in the absence of a request by the detainee, when a medical encounter involves a physical examination of sensitive body parts, to include breast, genital, or rectal examinations, by a provider of the opposite gender.

Only medical personnel may serve as chaperones during medical encounters and examinations.

M. Comprehensive Health Assessment

Each facility’s health care provider shall conduct a comprehensive health assessment, including a physical examination and mental health screening, on each detainee within 14 days of the detainee’s arrival unless more immediate attention is required due to an acute or identifiable chronic condition. Physical examinations shall be performed by a physician, physician assistant, nurse practitioner, RN (with documented training provided by a physician) or other health care practitioner as permitted by law.

Facility medical personnel are encouraged to use the form “Physical Examination/Health Appraisal” attached as Appendix 4.3.B when conducting the comprehensive health assessment.

If documentation exists of such a health assessment within the previous 90 days, the facility health care provider upon review may determine that a new appraisal is not required.

Medical, dental and mental health interviews—
examinations and procedures shall be conducted in settings that respect detainees' privacy.

A detainee’s request to see a health care provider of a particular gender should be accommodated, whenever possible. Otherwise, detainees shall be provided same-sex chaperones if requested.

The CMA shall be responsible for review of all comprehensive health assessments to assess the priority for treatment.

Detainees diagnosed with a communicable disease shall be isolated according to national standards of medical practice and procedures.

**Medical/Psychiatric Alerts and Holds**

Where a detainee has a serious medical or mental health condition or otherwise requires special or close medical care, medical staff shall complete a Medical/Psychiatric Alert form (IHSC-834) or equivalent, and file the form in the detainee’s medical record. Where medical staff furthermore determine the condition to be serious enough to require medical clearance of the detainee prior to transfer or removal, medical staff shall also place a medical hold on the detainee using the Medical/Psychiatric Alert form (IHSC-834) or equivalent, which serves to prevent ICE from transferring or removing the detainee without the prior clearance of medical staff at the facility. The facility administrator shall receive notice of all medical/psychiatric alerts or holds, and shall be responsible for notifying ICE/ERO of any medical alerts or holds placed on a detainee that is to be transferred.

Potential health conditions meriting the completion of a Medical/Psychiatric Alert form may include, but are not limited to:

1. medical conditions requiring ongoing therapy, such as:
   a. active TB
   b. infectious diseases
   c. chronic conditions
2. mental health conditions requiring ongoing therapy, such as:
   a. suicidal behavior or tendencies
3. ongoing physical therapy
4. pregnancy

**NQ. Mental Health Program**

1. Mental Health Services Required
   
   Each facility shall have an in-house or contractual mental health program, approved by the appropriate medical authority that provides:
   a. intake screening Form IHSC 795A (or equivalent) for mental health concerns;
   b. referral as needed for evaluation, diagnosis, treatment and monitoring of mental illness by a competent mental health professional.
   c. crisis intervention and management of acute mental health episodes;
   d. transfer to licensed mental health facilities of detainees whose mental health needs exceed the capabilities of the facility; and
   e. a suicide prevention program.

2. Mental Health Provider
   
   The term “mental health provider” includes psychiatrists, physicians, psychologists, clinical social workers and other appropriately licensed independent mental health practitioners

3. Mental Health Evaluation
   
   Based on intake screening, the comprehensive health assessment, medical documentation, or subsequent observations by detention staff or medical personnel, any detainee referred for mental health treatment shall
receive an evaluation by a qualified licensed mental health professional as medically indicated. A health care provider no later than 72 hours after the referral, or sooner if necessary. If the practitioner is not a mental health provider and further referral is necessary, the detainee will be evaluated by a mental health provider within the next business day.

Such evaluation and screenings shall include:

a. reason for referral;

b. history of any mental health treatment or evaluation;

c. history of illicit drug/alcohol use or abuse or treatment for such;

d. history of suicide attempts;

e. current suicidal/homicidal ideation or intent;

f. current use of any medication;

g. estimate of current intellectual function;

h. mental health screening, to include prior history physical, sexual or emotional abuse;

i. impact of any pertinent physical condition, such as head trauma;

j. recommend actions for any appropriate treatment, including but not limited to the following:

1) remain in general population with psychotropic medication and counseling,

2) “short-stay” unit or infirmary,

3) Special Management Unit, or

4) community hospitalization; and

k. recommending and/or implementing a treatment plan, including recommendations concerning transfer, housing, voluntary work and other program participation.

4. Referrals and Treatment

Any detainee referred for mental health treatment shall receive an evaluation by a qualified mental health care provider as medically indicated, but no later than 72 hours after the referral, or sooner if necessary. If the practitioner is not a mental health provider and further referral is necessary, the detainee will be evaluated by a mental health provider within the next business day.

The provider shall develop an overall treatment/management plan.

If the detainee's mental illness or developmental or intellectual disability needs exceed the treatment capability of the facility, a referral for an outside mental health facility may be initiated.

Any detainee prescribed psychiatric medications must be regularly evaluated by a duly-licensed and appropriate medical professional, at least once a month, to ensure proper treatment and dosage;

5. Medical Isolation

The CMA may authorize medical isolation for a detainee who is at high risk for violent behavior because of a mental health condition. The CMA shall be responsible for the daily reassessment of the need for continued medical isolation to ensure the health and safety of the detainee.

Medical isolation shall not be used as a punitive measure.

6. Involuntary Administration of Psychotropic Medication

Involuntary administration of psychotropic medication to detainees shall comply with established guidelines and applicable laws, and shall be performed only pursuant to the specific, written and detailed authorization of a physician. Absent declared medical emergency, before psychotropic medication is involuntarily administered, it is required that the HSA contact ERO management, who shall then contact
respective ICE Office of Chief Counsel to facilitate a request for a court order to involuntarily medicate the detainee.

Prior to involuntarily administering psychotropic medication, absent a declared medical emergency, the authorizing physician shall:

a. review the medical record of the detainee and conduct a medical examination;
b. specify the reasons for and duration of therapy, and whether the detainee has been asked if he/she would consent to such medication;
c. specify the medication to be administered, the dosage and the possible side effects of the medication;
d. document that less restrictive intervention options have been exercised without success;
e. detail how medication is to be administered;
f. monitor the detainee for adverse reactions and side effects; and

g. prepare treatment plans for less restrictive alternatives as soon as possible.

Also see section “Z: Informed Consent and Involuntary Treatment” later in this detention standard.

QP. Referrals for Sexual Abuse Victims or Abusers

If any security or medical intake screening or classification assessment 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.

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. 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.

For the purposes of this section, a “qualified medical practitioner” or “qualified mental health practitioner” means a health or mental health professional, respectively, who in addition to being qualified to evaluate and care for patients within the scope of his/her professional practice, has successfully completed specialized training for treating sexual abuse victims.

00. Annual Health Examinations

Any detainee in ICE custody for more than one year continuously shall receive health examinations on an annual basis. Such examinations may occur more frequently for certain individuals, depending on their medical history and/or health conditions. Detainees shall have access to age- and gender-appropriate exams annually, including re-screening for TB.

PR. Dental Treatment

An initial dental screening shall be performed within 14 days of the detainee’s arrival. The initial dental screening may be performed by a dentist or a properly trained qualified health provider.

1. Emergency dental treatment shall be provided for immediate relief of pain, trauma and acute oral infection.

2. Routine dental treatment may be provided to detainees in ICE custody for whom dental treatment is inaccessible for prolonged periods because of detention for over six months, including amalgam and composite restorations, prophylaxis, root canals, extractions, x-rays, the repair and adjustment of prosthetic appliances and other procedures required to maintain the
detainee’s health. Dental exams and treatment shall be performed only by licensed dental personnel.

QS. Sick Call

Each facility shall have a sick call procedure that allows detainees the unrestricted opportunity to freely request health care services (including mental health and dental services) provided by a physician or other qualified medical staff in a clinical setting. This procedure shall include:

1. clearly written policies and procedures;
2. sick call process shall be communicated in writing and verbally to detainees during their orientation;
3. regularly scheduled “sick call” times shall be established and communicated to detainees;
4. an established procedure shall be in place at all facilities to ensure that all sick call requests are received and triaged by appropriate medical personnel within 24 hours after a detainee submits the request. All written sick call requests shall be date and time stamped and filed in the detainee’s medical record. Medical personnel shall review the request slips and determine when the detainee shall be seen based on acuity of the problem. In an urgent situation, the housing unit officer shall notify medical personnel immediately.

If the procedure requires a written request slip, such slips shall be provided in English and the most common languages spoken by the detainee population of that facility. Limited-English proficient detainees and detainees who are hearing impaired shall be provided interpretation/translation services or other assistance as needed to complete a request slip.

All detainees, including those in SMUs, regardless of classification, shall have access to sick call. See standard “2.12 Special Management Units” for details.

All facilities shall maintain a permanent record of all sick call requests.

RT. Emergency Medical Services and First Aid

1. Each facility shall have a written emergency services plan for delivery of 24-hour emergency health care. This plan shall be prepared in consultation with the facility’s CMA or the HSA, and must include the following:
   a. an on-call physician, dentist and mental health professional, or designee, that are available 24 hours per day;
   b. a list of telephone numbers for local ambulances and hospital services available to all staff;
   c. an automatic external defibrillator (AED) shall be maintained for use at each facility and accessible to staff;
   d. all detention and medical staff shall receive cardio pulmonary resuscitation (CPR, AED), and emergency first aid training annually;
   e. detention and health care personnel shall be trained annually to respond to health-related situations within four minutes; and
   f. security procedures that ensure the immediate transfer of detainees for emergency medical care.

2. The health services administrator ensures that medical staff have training and competency in implementing the facility’s emergency health care plan appropriate for each staff’s scope of practice or position. The facility administrator ensures that non-medical staff have appropriate
training and competency in implementing the facility's emergency plan appropriate for each staff's position. Training and competency assessment shall include the following areas:

- training shall be provided by a responsible medical authority, in cooperation with the facility administrator, and shall include:
  a. recognizing of signs of potential health emergencies and the required responses;
  b. administering first aid, AED and cardiopulmonary resuscitation (CPR);
  c. obtaining emergency medical assistance through the facility plan and its required procedures;
  d. recognizing signs and symptoms of mental illness and suicide risk; and
  e. the facility’s established plan and procedures for providing emergency medical care including, when required, the safe and secure transfer of detainees for appropriate hospital or other medical services, including by ambulance when indicated. The plan must provide for expedited entrance to and exit from the facility.

3. When a non-medical employee is unsure whether emergency care is required, he/she shall immediately notify medical personnel to make the determination.

4. Medical and safety equipment shall be available and maintained, and staff shall be trained in proper use of the equipment.

5. The facility administrator, in consultation with the designee for environmental health and safety, in each detention facility, the designated health authority and facility administrator shall determines the number, contents, number, location(s), and placement, use protocols and procedures for monthly inspections of first aid kits, and establishes protocols for monthly inspections of first aid kits.

6. Victims of sexual abuse shall have timely access to emergency medical treatment and crisis intervention services in accordance with standard “2.11 Sexual Abuse and Assault, Prevention and Intervention.”

**SU. Delivery of Medication**

Distribution of medication (including over the counter) shall be performed in accordance with specific instructions and procedures established by the HSA in consultation with the CMA. Written records of all prescribed medication given to or refused by detainees shall be maintained.

1. If prescribed medication must be delivered at a time when medical staff is not on duty, the medication may be distributed by detention officers, where it is permitted by state law to do so, who have received proper training by the HSA or designee.

2. The facility shall maintain documentation of the training given any officer required to distribute medication, and the officer shall have available for reference the training syllabus or other guide or protocol provided by the health authority.

3. Detainees may not deliver or administer medications to other detainees.

4. All prescribed medications and medically necessary treatments shall be provided to detainees on schedule and without interruption, absent exigent circumstances.

5. Detainees who arrive at a detention facility with prescribed medications or who report being on such medications, shall be evaluated by a qualified health care professional as soon as possible, but not later than 24 hours after arrival,
and provisions shall be made to secure medically necessary medications.

6. Detainees shall not be charged for any medical services to include pharmaceuticals dispensed by medical personnel.

TV. Health Education and Wellness Information

Qualified health care personnel shall provide detainees health education and wellness information on topics including, but not limited to, the following:

1. dangers of self-medication;
2. personal and hand hygiene and dental care;
3. prevention of communicable diseases;
4. smoking cessation;
5. self-care for chronic conditions; and
6. benefits of physical fitness.

UW. Special Needs and Close Medical Supervision

The clinical medical authority of each facility must have in-place a plan to notify ICE/ERO in writing of any detainee with special needs. The written notification shall become part of the detainee’s health record file.

Consistent with Standard 4.8 “Disability Identification, Assessment, and Accommodation” and the IHSC Detainee Covered Services Package, detainees will be provided medical prosthetic devices or other impairment aids, such as eyeglasses, hearing aids, or wheelchairs, except when such provisions would impact the security or safety of the facility. If a qualified medical professional deems such aids are necessary, facilities should consider alternatives to such impairment-related aids.

When a detainee requires close medical supervision, including chronic and convalescent care, a written treatment plan, including access to health care and other care and supervision personnel, shall be developed and approved by the appropriate qualified licensed health care provider, in consultation with the patient, with periodic review. Likewise, staff responsible for such matters as housing and program assignments and disciplinary measures shall consult with the responsible qualified licensed health care provider or health services administrator.

Exercise areas shall be available to meet exercise and physical therapy requirements of individual detainee treatment plans.

Transgender detainees who were already receiving hormone therapy when taken into ICE custody shall have continued access. All transgender detainees shall have access to mental health care, and other transgender-related health care and medication based on medical need. Treatment shall follow accepted guidelines regarding medically necessary transition-related care.

For special needs related to female detainees, see standard “4.4 Medical Care (Women).

VX. Notifications of Detainees with Serious Illnesses and Other Specified Conditions

The facility administrator and clinical medical authority shall ensure that the Field Office Director is notified as soon as practicable of any detainee housed at the facility who is determined to have a serious physical or mental illness or to be pregnant, or have medical complications related to advanced age, but no later than 72 hours after such determination. The written notification shall become part of the detainee’s health record file.

1. Serious Physical Illness
For purposes of this subsection only, the following non-exhaustive categories of medical conditions may be considered to constitute serious physical illness:

- any terminal illness;
- active cancer, including but not limited to aliens undergoing chemotherapy;
- Acquired Immune Deficiency Syndrome (AIDS) or diagnosed HIV-positive conditions requiring medication;
- multi-drug-resistant (MDR) or extensively drug-resistant (XDR) tuberculosis disease;
- any condition that requires dialysis;
- any condition that requires tube-feedings, mechanical ventilation, an implanted cardiac device, or an oxygen tank;
- any chronic deteriorating condition requiring multiple medications, to include progressive immune-suppressive conditions;
- any active condition that has caused repeated loss of consciousness;
- any condition that requires an imminent medical procedure or other medical intervention to prevent deterioration;
- any condition or infirmity that requires continuous or near-continuous medical care, such as those who are bedbound or incapable of caring for themselves; or any ongoing or recurrent conditions that have required a recent or prolonged hospitalization, typically for greater than 14 days, or a recent and prolonged stay in the medical clinic of a detention or correctional facility, typically for greater than 30 days;
- conditions requiring frequent care that is beyond the medical capabilities of detention facilities where the alien may be housed;
- any condition that would preclude the alien from being housed, typically for greater than 30 days, in a non-restrictive setting (such as a general population housing unit, as opposed to a special management unit or a medical clinic); or
- any other physical illness determined to be serious by facility medical personnel or by IHSC.

2. Serious Mental Illness

For the purposes of this section, the following non-exhaustive categories of conditions should be considered to constitute a serious mental illness:

(a) conditions that a qualified medical provider has determined to meet the criteria for a “serious mental disorder or condition” pursuant to applicable ICE policies, including:

- a mental disorder that is causing serious limitations in communication, memory, or general mental and/or intellectual functioning (e.g., communicating, conducting activities of daily life, social skills); or a severe medical condition(s) (e.g., traumatic brain injury or dementia) that is significantly impairing mental function; or
- one or more of the following active psychiatric symptoms and/or behavior: severe disorganization, active hallucinations or delusions, mania, catatonia, severe depressive symptoms,
suicidal ideation and/or behavior, marked anxiety of impulsivity,

- significant symptoms of one of the following:
  - Psychosis or Psychotic Disorder;
  - Bipolar Disorder;
  - Schizophrenia or Schizoaffective Disorder;
  - Major Depressive Disorder with Psychotic Features;
  - Dementia and/or a Neurocognitive Disorder; or
  - Intellectual Development Disorder (moderate, severe, or profound).

b) any ongoing or recurrent conditions that have required a recent or prolonged hospitalization, typically for greater than 14 days, or a recent and prolonged stay in the medical clinic of a detention or correctional facility, typically for greater than 30 days;

c) any condition that would preclude the alien from being housed, typically for greater than 30 days, in a non-restrictive setting (such as a general population housing unit, as opposed to a special management unit or a medical clinic);

d) any other mental illness determined to be serious by HISC.

3. Pregnancy

The notification requirement in this section applies to all women who have been medically certified as pregnant, regardless of the stage of the pregnancy.

X.Y. Restraints

Restraints for medical or mental health purposes may be authorized only by the facility’s CMA or designee, after determining that less restrictive measures are not appropriate. In the absence of the CMA, qualified medical personnel may apply restraints upon declaring a medical emergency. Within one-hour of initiation of emergency restraints or seclusion, qualified medical staff shall notify and obtain an order from the CMA or designee.

a. The facility shall have written procedures that specify:

1) the conditions under which restraints may be applied;
2) the types of restraints to be used;
3) the proper use, application and medical monitoring of restraints;
4) requirements for documentation, including efforts to use less restrictive alternatives; and
5) after-incident review.

The use of restraints requires documented approval and guidance from the CMA. Record-keeping and reporting requirements regarding the medical approval to use restraints shall be consistent with other provisions within these standards, including documentation in the detainee’s A-file, detention and medical file.

WZ. Continuity of Care

The facility HSA must ensure that a plan is developed that provides for continuity of medical care in the event of a change in detention placement or status.

The detainee’s medical needs shall be taken into account prior to any transfer of the detainee to another facility. Alternatives to transfer shall be considered, taking into account the disruption that a transfer will cause to a detainee receiving medical care. Upon transfer to another facility, the medical provider shall provide the prepare and provide a Medical Transfer Summary as required by “C. Responsibilities of the Health Care Provider at the
Sending Facility,” found in Standard 7.4 “Detainee Transfers,” detainee’s full medical record to the receiving facility. In addition, the medical provider shall ensure that at least 7 day (or, in the case of TB medications, 15 day and in the case of HIV/AIDS medications, 30 day) supply of medication shall accompany the detainee as ordered by the prescribing authority.

Upon removal or release from ICE custody, the detainee shall receive up to a 30 day supply of medication as ordered by the prescribing authority and a copy of his complete medical record as described in “BB. Medical Records” of this standard. If a detainee is on prescribed narcotics, the clinical health authority shall make a determination regarding continuation, based on assessment of the detainee. The HSA must ensure that a continuity of treatment care plan is developed and a written copy provided to the detainee prior to removal.

XAA. Informed Consent and Involuntary Treatment

Involuntary treatment is a decision made only by medical staff under strict legal restrictions. When a detainee refuses medical treatment, and the licensed healthcare provider determines that a medical emergency exists, the physician may authorize involuntary medical treatment. Prior to any contemplated action involving non-emergent involuntary medical treatment, respective ICE Office of Chief Counsel shall be consulted.

1. Upon admission at the facility, documented informed consent shall be obtained for the provision of health care services.
2. All examinations, treatments, and procedures are governed by informed consent practices applicable in the jurisdiction.
3. A separate documented informed consent is required for invasive procedures, including surgeries, invasive diagnostic tests, and dental extractions.
4. Prior to the administration of psychotropic medications, a separate documented informed consent, that includes a description of the medication’s side effects, shall be obtained.
5. If a consent form is not available in a language the detainee understands, professional interpretation services will be provided as described in Section E (“Translation and Language Access for Detainees with Limited English Proficiency”) and documented on the form.
6. If a detainee refuses treatment and the CMA or designee determines that treatment is necessary, ICE/ERO shall be consulted in determining whether involuntary treatment shall be pursued.
7. If the detainee refuses to consent to treatment, medical staff shall make reasonable efforts to explain to the detainee the necessity for and propriety of the recommended treatment.
8. Medical staff shall ensure that the detainee’s questions regarding the treatment are answered by appropriate medical personnel.
9. Medical staff shall explain the medical risks if treatment is declined and shall document their treatment efforts and refusal of treatment in the detainee’s medical record. Detainees will be asked to sign a translated form that indicates that they have refused treatment.
10. The clinical medical authority and facility administrator shall look into refusals of treatment to ensure that such refusals are not the result of miscommunication or misunderstanding.
11. Facilities should make efforts to involve
individuals such as clergy or family members should a detainee refuse treatment.

12. A detainee who refuses examination or treatment may be segregated from the general population when such segregation is determined medically necessary by the CMA. Segregation shall only be for medical reasons that are documented in the medical record, and may not be used for punitive purposes. Such segregation shall only occur after a determination by a component mental health professional has taken place that shows the segregation shall not adversely affect the detainee’s mental health.

13. In the event of a hunger strike, see standard “4.2 Hunger Strikes.”

Standard “4.7 Terminal Illness, Advance Directives and Death” provides details regarding living wills and advance directives, organ donations and do not resuscitate (DNR) orders.

**YBB. Medical Records**

1. Health Record File

The HSA shall maintain a complete health record on each detainee that is:

a. Organized uniformly in accordance with appropriate accrediting body standards;

b. Available to all practitioners and used by them for health care documentation; and

c. Properly maintained and safeguarded in a securely locked area within the medical unit.

2. Confidentiality and Release of Medical Records

All medical providers, as well as detention officers and staff shall protect the privacy of detainees’ medical information in accordance with established guidelines and applicable laws. These protections apply, not only to records maintained on paper, but also to electronic records where they are used. Staff training must emphasize the need for confidentiality and procedures must be in place to limit access to health records to only authorized individuals and only when necessary.

Information about a detainee’s health status and a detainee’s health record is confidential, and the active medical record shall be maintained separately from other detention records and be accessible in accordance with applicable laws and regulations.

The HSA shall provide the facility administrator and designated staff information that is necessary as follows:

a. to preserve the health and safety of the detainee, other detainees, staff or any other person;

b. for administrative and detention decisions such as housing, voluntary work assignments, security and transport; or

c. for management purposes such as audits and inspections.

When information is covered by the Privacy Act, specific legal restrictions govern the release of medical information or records.

Detainees who indicate they wish to obtain copies of their medical records shall be provided with the appropriate request form. ICE/ERO, or the facility administrator, shall provide limited-English proficient detainees and detainees who are hearing impaired with interpretation or translation services or other assistance as needed to make the written request, and shall assist in transmitting the request to the facility HSA.

Upon his/her request, while in detention, a detainee or his/her designated representative shall receive information from their medical records. Copies of health records shall be released by the HSA directly to a detainee or their designee, at no cost to the detainee, within a reasonable timeframe after
receipt by the HSA of a written authorization from the detainee.

A written request may serve as authorization for the release of health information, as long as it includes the following information, and meets any other requirements of the HSA:

a. address of the facility to release the information;
b. name of the individual or institution to receive the information;
c. detainee’s full name, A-number (or other facility identification number), date of birth and nationality;
d. specific information to be released with inclusive dates of treatment; and

e. detainee’s signature and date.

Following the release of health information, the written authorization shall be retained in the health record.

Detainees are to be informed that if they are released or removed from custody prior to laboratory results being evaluated, the results shall be made available by contacting the detention facility and providing a release of information consent.

3. Inactive Health Record Files

Inactive health record files shall be retained as permanent records in compliance with locally established procedures and the legal requirements of the jurisdiction.

4. Transfer and Release of Detainees

ICE/ERO and the HSA shall be notified when detainees are to be transferred or released. Detainees shall be transferred, released or removed, with proper medication to ensure continuity of care throughout the transfer and subsequent intake process, release or removal (see “W. Continuity of Care,” above). Those detainees who are currently placed in a medical hold status must be evaluated and cleared by a licensed independent practitioner (LIP) prior to transfer or removal. In addition, the CMA or designee must inform the facility administrator in writing if the detainee’s medical or psychiatric condition requires a medical escort during removal or transfer.

a. Notification of Medical/Psychiatric Alerts or Holds

Upon receiving notification that a detainee is to be transferred, appropriate medical staff at the sending facility shall notify the facility administrator of any medical/psychiatric alerts or holds that have been assigned to the detainee, as reflected in the detainee’s medical records. The facility administrator shall be responsible for providing notice to ICE/ERO of any medical alerts or holds placed on a detainee that is to be transferred.

b. Notification of Transfers, Releases and Removals

The HSA shall be given advance notice by ICE/ERO prior to the release, transfer or removal of a detainee, so that medical staff may determine and provide for any medical needs associated with the transfer, release or removal.

c. Transfer of Health Records/Medical Information

1) When a detainee is transferred within the ICE Health Service Corps (HSC) system, ICE shall ensure that:

a) Form USM-55S, or equivalent Medical Transfer Summary, and a copy of the detainee’s full medical record accompanies the detainee; and

b) the full medical record is placed in a sealed envelope or other container labeled with the detainee’s name and A number and

4.3 | Medical Care

(As Modified by February 2013 Errata/Revised December 2016)
2. When a detainee is transferred to another IGSA-detention facility, the sending facility shall ensure that a Medical Transfer Summary accompanies the detainee, as required in "C. Responsibilities of the Health Care Provider at the Sending Facility" found in Standard 7.4. “Detainee Transfers.” The sending facility shall ensure that the Transfer Summary will accompany the detainee. A copy of the full medical record must accompany each detainee during transfer unless extenuating circumstances make this impossible, in which case the full medical record will follow as soon as practicable. Upon request of the receiving facility, the sending facility shall transmit a copy of the full medical record within 5 business days, and sooner if determined by the receiving facility to be a medically urgent matter.

2. Detainees released or removed from detention shall receive a discharge treatment plan to ensure continuity of care, full copy of their medical record, medication and referrals to community-based providers as medically appropriate. Upon removal or release from ICE custody, the detainee shall be provided medication, referrals to community-based providers as medically appropriate, and a detailed medical care summary. This summary should include instructions that the detainee can understand and health history that would be meaningful to future healthcare providers. The summary shall include, at a minimum, the following items:

a) patient identification;

b) tuberculosis (TB) screening results (including results date) and current TB status if TB disease is suspected or confirmed;

c) current mental, dental, and physical health status, including all significant health issues, and highlighting any potential unstable issues or conditions which require urgent follow-up;

d) current medications, with instructions for dose, frequency, etc., with specific instructions for medications that must be administered on route;

e) any past hospitalizations or major surgical procedures;

f) recent test results, as appropriate;

g) known allergies;

h) any pending medical or mental health evaluations, tests, procedures, or treatments for a serious medical condition scheduled for the detainee at the sending facility. In the case of patients with communicable disease and/or other serious medical needs, detainees being released from ICE custody are given a list of community resources, at a minimum;

i) copies of any relevant documents as appropriate;

j) printed instructions on how to obtain the complete medical record; and

k) the name and contact information of the transferring medical official.

The IHSC Form 849 or equivalent, or the Medical Transfer Summary attached as Appendix 4.3.C, which mirrors IHSC Form 849, may be used by facilities to ensure compliance with these standards.

ZCC. Terminal Illness or Death of a Detainee

Procedures to be followed in the event of a
detainee’s terminal illness or death are in standard “4.7 Terminal Illness, Advance Directives and Death.” The standard also addresses detainee organ donations.

**AADD. Medical Experimentation**

Detainees shall not participate in medical, pharmaceutical or cosmetic research while under the care of ICE.

This stipulation does not preclude the use of approved clinical trials that may be warranted for a specific inmate’s diagnosis or treatment when recommended and approved by the clinical medical director. Such measures require documented informed consent.

**BBEE. Administration of the Medical Department**

1. **Quarterly Administrative Meetings**

   The HSA shall convene a meeting quarterly at minimum, and include other facility and medical staff as appropriate. The meeting agenda shall include, at minimum, the following:
   a. account of the effectiveness of the facility’s health care program;
   b. discussions of health environment factors that may need improvement;
   c. review and discussion of communicable disease and infectious control activities;
   d. changes effected since the previous meetings; and
   e. recommended corrective actions, as necessary.

   Minutes of each meeting shall be recorded and kept on file.

2. **Health Care Internal Review and Quality Assurance**

   The HSA shall implement a system of internal review and quality assurance. The system shall include:
   a. participation in a multidisciplinary quality improvement committee;
   b. collection, trending and analysis of data along with planning, interventions and reassessments;
   c. evaluation of defined data;
   d. analysis of the need for ongoing education and training;
   e. on-site monitoring of health service outcomes on a regular basis through the following measures:
      1) chart reviews by the responsible physician or his/her designee, including investigation of complaints and quality of health records;
      2) review of practices for prescribing and administering medication;
      3) systematic investigation of complaints and grievances;
      4) monitoring of corrective action plans;
      5) reviewing all deaths, suicide attempts and illness outbreaks;
      6) developing and implementing corrective-action plans to address and resolve identified problems and concerns;
      7) reevaluating problems or concerns, to determine whether the corrective measures have achieved and sustained the desired results;
      8) incorporating findings of internal review activities into the organization’s educational and training activities;
      9) maintaining appropriate records of internal review activities; and
      10) ensuring records of internal review activities comply with legal requirements on
confidentiality of records.

3. Peer Review

The HSA shall implement an intra-organizational, external peer review program for all independently licensed medical professionals. Reviews shall be conducted at least annually.

**EEFF. Examinations by Independent Medical Service Providers and Experts**

On occasion, medical and/or mental health examinations by a practitioner or expert not associated with ICE or the facility may provide a detainee with information useful in administrative proceedings.

If a detainee seeks an independent medical or mental health examination, the detainee or his/her legal representative shall submit to the Field Office Director a written request that details the reasons for such an examination. Ordinarily, the Field Office Director shall approve the request for independent examination, as long as such examination shall not present an unreasonable security risk. Requests for independent examinations shall be responded to as quickly as practicable. If a request is denied, the Field Office Director shall advise the requester in writing of the rationale.

Neither ICE/ERO nor the facility shall assume any costs of the examination, which will be at the detainee’s expense. The facility shall provide a location for the examination but no medical equipment or supplies and the examination must be arranged and conducted in a manner consistent with maintaining the security and good order of the facility.

**DDGG. Tele-Health Systems**

*The facility, when equipped with appropriate technology and adequate space, shall provide for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP), tele-psychiatry and tele-medicine.*

1. The cost of the equipment, equipment maintenance, staff training and credentialing (as outlined in the contract), arrangements for x-ray interpretation and administration by a credentialed radiologist; and data transmission to and from the detention facility, shall be provided by the facility and charged directly to ICE.

2. The facility administrator shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity is available, and electrical services are installed.

3. Immediate 24-hour access, seven days a week, to equipment for service and maintenance by ITSP technicians shall be granted.

4. A qualified tele-health coordinator shall be appointed and available for training by the ITSP. Qualified, licensed and credentialed medical staff shall be available to provide tele-health services as guided by state and federal requirements and restrictions.
Medical Forms:

- Appendix 4.3.A: Intake Screening
- Appendix 4.3.B: Physical Examination/Health Appraisal
- Appendix 4.3.C: Medical Transfer Summary
## INTAKE SCREENING

### Identification

Patient was identified by (check 2 sources):  
☐ Wrist Band  ☐ Picture  ☐ Verbally  ☐ ID Badge  ☐ Other:

Chaperone Present?  ☐ Yes  ☐ No  If yes, give chaperone name:

Date of arrival at facility:  
Time of arrival:  
Time of initial screening:

If transferred from another facility, did medical transfer summary accompany the patient?  ☐ Yes  ☐ No  ☐ Not Applicable

Was the Pre-Screening Note reviewed?  ☐ Yes  ☐ No

### Subjective

#### Communication Assessment:

What language do you speak?  ☐ English  ☐ Spanish  ☐ Other:

Interpreter provided?  ☐ Yes  ☐ No  If yes, name or INT number:

If No, patient speaks:  ☐ English fluently  ☐ Provider fluent in patient’s native language  ☐ No interpreter available at this time

Do you have any difficulty with:  ☐ Hearing  ☐ Speech  ☐ Vision  Check if yes. If yes, what accommodation do you need to help you read, communicate, or navigate the facility?

### Disability Screening:

Do you have any difficulty with walking, standing, or climbing stairs?  ☐ Yes  ☐ No  If yes, explain:

Do you have any difficulty reading or writing?  ☐ Yes  ☐ No  If yes, explain:

What was the highest grade completed in school?

Do you have any difficulty understanding directions?  ☐ Yes  ☐ No  If yes, explain:

### Medical Screening:

How do you feel today? (Explain in his/her own words)

Are you currently having any pain?  ☐ Yes  ☐ No  If yes, complete pain assessment below

a. Character of pain:  
b. Location:  
c. Duration:  
d. Intensity: (0-10 pain scale)

e. What relieves pain or makes it worse?

Do you have any current or past medical problems?  ☐ Yes  ☐ No  If yes, explain:

### Personal Information

Last Name:  
First Name:  

Age:  
Country of Origin:  

Date of Arrival:  
DOB:  

Facility:  
Sex:
**Medical Screening (continued)**

Are you currently or in the past year have you taken any medication on a regular basis, including over the counter and herbal?  □Yes  □No
If yes, list medications:

Do you have your medications with you?  □Yes  □No  If yes, list medications and disposition:

Do you have any allergies to medication or food?  □Yes  □No  If yes, list all:

Are you now or have you ever been treated by a doctor for a medical condition to include hospitalizations, surgeries, infectious or communicable diseases?  □Yes  □No  If yes, explain:

Do you now or have you ever had Tuberculosis (TB)?  □Yes  □No

In the past 2 months, have you experienced any of the following signs or symptoms continuously for more than 2 weeks:

- Cough?  □Yes  □No  Coughing up blood?  □Yes  □No  Chest pain?  □Yes  □No  Loss of appetite?  □Yes  □No
- Fever, chills, or night sweats for no known reason?  □Yes  □No  Unexplained weight loss?  □Yes  □No

Symptom screening with positive responses(s) is concerning for active TB:  □Yes  □No  If yes, explain:

Referred to provider for further evaluation.  □Yes  □No

Have you had any recent sudden changes with your vision or hearing?  □Yes  □No  If yes, explain:

Do you have any specific dietary needs?  □Yes  □No  If yes, explain:

Have you traveled outside of the US within the past 30 days?  □Yes  □No  If so, where?

Have you ever had or have you ever been vaccinated against Chicken Pox?  □Yes  □No  □Admits prior infection

**LGBT Screening**

Are you gay, lesbian, bisexual, transgender, intersex or gender non-conforming?  □Yes  □No

If transgender, what is your gender self-identification?

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</table>
Female Patient Only

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Not Applicable</th>
<th>Note</th>
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</thead>
<tbody>
<tr>
<td>Are you pregnant?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, date of last menstrual period:</td>
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<tr>
<td>Are you currently breastfeeding?</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td>If yes, when is the last day you breastfed?</td>
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<tr>
<td>Have you had unprotected sexual intercourse in the past 5 days?</td>
<td>Yes</td>
<td>No</td>
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<td>If yes, would you like to speak to a medical provider about emergency contraception to prevent a possible pregnancy?</td>
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<tr>
<td>If yes, contact a medical provider immediately for guidance.</td>
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Oral Screening

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<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>If yes, explain:</th>
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<tr>
<td>Do you have dentures, partials, braces, etc?</td>
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Mental Health Screening

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<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>If yes, what illness?</th>
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<tr>
<td>Have you ever been diagnosed with mental illnesses or mental health conditions?</td>
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<td>Have you ever received counseling, medication or hospitalization for mental health problems (to include outpatient treatment)?</td>
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<tr>
<td>Refer for follow-up and appropriate treatment as necessary.</td>
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<tr>
<td>Do you have a history of self-injurious behavior?</td>
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<tr>
<td>Most recent</td>
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<td>Have you ever tried to kill or harm yourself?</td>
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<td>Method: Gun, Hanging, Cutting skin, Pills, Other</td>
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<td>If attempt was within the last 90 days, make referral to mental health immediately.</td>
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<tr>
<td>Are you currently thinking about killing or harming yourself?</td>
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<tr>
<td>Do you have a history of assaulting or attacking others?</td>
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<tr>
<td>Do you know of someone in this facility whom you wish to attack or harm?</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>If yes, who is this person?</td>
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<td>If yes, make referral to mental health immediately.</td>
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<tr>
<td>Do you now or have you ever heard voices that other people don't hear, seen things or people that others don't see, or felt others were trying to harm you for no logical or apparent reason?</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>If yes, explain:</td>
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Last Name: [ ]  First Name: [ ]

A#: [ ]  Country of Origin: [ ]

Date of Arrival: [ ]  DOB: [ ]

Facility: [ ]  Sex: [ ]
### Sexual Abuse and Assault Screening

Have you been a victim of physical or sexual abuse or assault?  ☐ Yes ☐ No  If yes, explain:

If yes, refer for medical or mental health evaluation as appropriate.

Do you feel that you are in danger of being physically or sexually assaulted while you are in custody?  ☐ Yes ☐ No  If yes, explain:

If yes, refer for follow-up and appropriate treatment as necessary.

Have you ever sexually assaulted or abused another person?  ☐ Yes ☐ No  If yes, explain:

If yes, refer for medical or mental health evaluation as appropriate.

### Trauma History Screening

Have you had a physical or emotional trauma due to abuse or victimization?  ☐ Yes ☐ No

Have you ever experienced, witnessed or been confronted with an event that involved actual or threatened death or serious injury (can include domestic violence, sexual assault, robbery, natural disaster, war, serious illness, terrorism)?  ☐ Yes ☐ No

If yes, answer the following:

- Was your response to this event intense fear, helplessness or horror?  ☐ No ☐ Some ☐ Moderate ☐ Extreme
- Has this experience caused significant distress or impairment in your life?  ☐ No ☐ Some ☐ Moderate ☐ Extreme
- Has it affected your interpersonal relationships, work or other areas?  ☐ No ☐ Some ☐ Moderate ☐ Extreme
- Is this experience currently causing significant distress or impairment in your life?  ☐ No ☐ Some ☐ Moderate ☐ Extreme

If the patient experienced any of the above, refer for follow-up and appropriate treatment as necessary.

### Cultural/Religious Assessment

Is there anything important to know about your religious or cultural beliefs that are of concern to you while in detention?  ☐ Yes ☐ No

If yes, explain:

### Substance Use/Abuse Screening

Have you ever been treated for drug and/or alcohol problems?  ☐ Yes ☐ No

Have you ever suffered withdrawal symptoms from drug and/or alcohol use?  ☐ Yes ☐ No

Are you able to stop using drugs or alcohol if you want?  ☐ Yes ☐ No

Have you ever blacked out or experienced memory loss from drinking or drug use?  ☐ Yes ☐ No

Have drug or alcohol use negatively impacted your life (family, work, relationships, criminal charges)?  ☐ Yes ☐ No

If yes to any of the above questions, explain:

Refer for follow-up and appropriate treatment as necessary.

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Substance Use/Abuse Screening (continued)

In the past three months, have you used tobacco, alcohol, illegal drugs, or misused prescription drugs? □ Yes □ No

If yes, complete the following (refer for follow-up and appropriate treatment as necessary):

<table>
<thead>
<tr>
<th>Substance Used/Route of Use</th>
<th>Date of Last Use</th>
<th>Amount/Quantity Last Used</th>
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Objective

Patient does not appear to have abnormal physical, mental, and/or emotional characteristics. □ Yes □ No

Patient does not appear to have barriers to communication. □ Yes □ No

Patient is oriented to: □ Person □ Yes □ No □ Place □ Yes □ No □ Time □ Yes □ No

If you observe any of the following, check the appropriate box and document findings below:

Appearance: □ Sweating □ Shaking/tremors □ Tired □ Anxious □ Disheveled □ Ill appearance

Findings:

Behavior: □ Disorderly □ Appropriate □ Insensible □ Agitated □ Inability to focus/concentrate

Findings:

State of Consciousness: □ Alert □ Responsive □ Lethargic

Findings:

Ease of Movement: □ Body deformities □ Gait

Findings:

Breathing: □ Persistent cough □ Hyperventilation

Findings:

Skin: □ Lesions □ Jaundice □ Rashes □ Infestations □ Nits (lice) □ Bruises □ Scars □ Tattoos

Needle Marks or Indicators of Drug Use

Findings:

Developmental or Physical Disabilities: □ Developmental Delay □ Paraquadrilegia □ Stroke □ Amputation □ Cardiac condition

Findings:

Assistive Devices: □ Glasses/Contacts □ Hearing aid(s) □ Denture(s)/Partial(s) □ Orthopedic brace □ Prosthetic □ Cane

Findings:

□ None Observed

Comments/Other Findings:

Vital Signs

T ______ P _______ Resp _______ BP _______ HT _______ WT _______ HCG Results: □ Pos □ Neg □ N/A

Last Name: __________________________ First Name: __________________________

Alt: __________________________

Date of Arrival: __________________________ DOB: __________________________

Facility: __________________________ Sex: __________________________
Assessment

Initial Medical Screening:

- No findings requiring referral
- Findings requiring referral identified. See disposition below.
- List all findings:

Plan

Disposition:

- General population
- General population with referral for: Medical  Mental health
- Isolation until medically evaluated
- Referral for immediate: Medical  Mental health  Dental care
- Details of referral:

Care/Intervention/Follow-up:

- Physical examination/Health Assessment will be performed within 14 days.
- Physical exam will be scheduled for patient.
- Tuberculin Skin Test (TST) administered  Left forearm  Right forearm
- Chest X-Ray (CXR) completed with appropriate shielding
- TST or CXR not needed. Transfer Summary accompanying patient documents negative screening within timeframe allowed by policy.
- The following care/treatment was provided during this Intake Screening.
**Patient Education:**

- ☐ Tuberculosis screening and need for tuberculin skin test (TST) or chest x-ray (CXR) explained to patient prior to performance.
- ☐ Access to medical, dental, and mental health care explained to patient as well as grievance process.
- ☐ Given the Dealing with Stress brochure in [language].
- ☐ Given the Medical Orientation brochure in [language].
- ☐ Given the Health Information brochures in [language].
- ☐ Patient verbalized understanding of teaching or instruction provided.
- ☐ Patient was asked if he or she had any additional questions and all questions were addressed.
- ☐ Female ONLY: Educated and provided brochure describing female medical and mental health services related to pregnancy, terminated/miscarried pregnancies, contraception, family planning and age-appropriate gynecological health care.
- ☐ Other education provided:

<table>
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<tr>
<th>Provider's Signature</th>
<th>Stamp / Printed Name</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Reviewer's Signature</td>
<td>Stamp / Printed Name</td>
<td>Date</td>
<td>Time</td>
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</table>
Physical Examination/Health Appraisal

Patient was identified by (check 2 sources): □ Wrist Band, □ Picture, □ Verbally, □ ID Badge, □ Other ______________________
Chaperone Present? □ Yes □ No If yes, give chaperone name: ____________________________

Communication Assessment:
What language do you speak? □ English, □ Spanish, □ Other: ______________________
Interpreter provided? □ Yes □ No If yes, Name or INT#: ______________________
Detainee speaks □ English Fluently, □ Provider fluent in patient’s native language; □ No interpreter available at this time

Do you have any difficulty with □ hearing, □ speech or □ vision? Check if Yes.
If yes, what accommodations, do you need to help you read, communicate, or navigate the facility? __________________________

Subjective:

<table>
<thead>
<tr>
<th>Current Significant Medical Problems</th>
<th>Date Problem began</th>
<th>Current Status</th>
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Current Medications including OTC and Herbal:

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<th>Name</th>
<th>Dose</th>
<th>Route</th>
<th>Frequency</th>
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Allergies:

Medications/Food/Environmental: List All: ______________________________________________

Pain Assessment

Are you currently in pain? □ Yes □ No If yes, pain began when? __________________________
Intensity: (0/10 scale) __________
Character of Pain: __________________________ Location: __________________________
Duration: __________________________ Has anything you have done or tried in the past relieved the pain or made it worse? □ Yes □ No
If yes, explain __________________________

Last Name: __________________________ First Name: __________________________

Alt: __________________________ Country of Origin: __________________________

Date of Arrival: __________________________ DOB: __________________________

Facility: __________________________ Sex: __________________________
Physical Examination/Health Appraisal (cont')

**Disability**

Do you have any difficulty with walking, standing, or climbing stairs? □ Yes □ No
If yes, do you use a wheelchair, walker, cane or crutches? ____________________________________

Have you ever had an injury to your head or brain which resulted in the loss of consciousness and/or recurring headaches, dizziness, confusion or memory loss? □ Yes □ No If yes, when was the injury? mm/yyyy ________________________

Can you read? □ Yes □ No If yes, in which language? ____________ Do you have difficulty reading? □ Yes □ No
Can you write? □ Yes □ No If yes, in which language? ______________ Do you have difficulty writing? □ Yes □ No

What was the highest grade you completed in school? _______________________
Do you have difficulty understanding directions? □ Yes □ No
If yes, does someone normally assist you with any regular tasks of daily living? ____________________________________

**Medical History**

Has a medical professional ever diagnosed you with any of the following?

<table>
<thead>
<tr>
<th></th>
<th>□ Yes □ No Asthma</th>
<th>□ Yes □ No Cardiovascular disease</th>
<th>□ Yes □ No Tuberculosis</th>
<th>Comment: **Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No Cancer</td>
<td>□ Yes □ No Kidney Disease</td>
<td>□ Yes □ No Stroke</td>
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<tr>
<td>□ Yes □ No HIV</td>
<td>□ Yes □ No Hyperlipidemia</td>
<td>□ Yes □ No Hepatitis**</td>
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<tr>
<td>□ Yes □ No Seizures</td>
<td>□ Yes □ No Diabetes</td>
<td>□ Yes □ No Sexually Transmitted Infections**</td>
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<tr>
<td>□ Yes □ No Hypertension</td>
<td>□ Yes □ No Sickle Cell Anemia</td>
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Varicella □ Yes □ No □ Admits to prior infection □ Admits being vaccinated □ History denied at physical exam

Other

**Surgical/Hospitalization History:**

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<tr>
<th>Surgery or reason for hospitalization</th>
<th>When (mm/yyyy)</th>
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**Dental**

Do you have any significant dental problems? □ No, □ Cavity, □ Broken tooth, □ Infection, □ Broken jaw, □ Other ____________

Do you have any dental prosthesis? □ None, □ Full upper denture, □ Full lower denture, □ Partial denture upper, □ Partial denture lower, □ Braces, □ Retainer

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Physical Examination/Health Appraisal (con’t)

Family History

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<tr>
<th>Condition</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Asthma</td>
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<td>Hypertension</td>
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<td>Diabetes</td>
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<tr>
<td>Cardiovascular Disease</td>
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<tr>
<td>Cancer</td>
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<tr>
<td>Tuberculosis</td>
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<tr>
<td>Stroke</td>
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<tr>
<td>Breast or gynecological problems</td>
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Female Only

OB History:

Have you ever been pregnant? ☐ No ☑ Yes  #Pregnancies_________ #C-Sections_________ #Live Births________ #Full Term________ #Pre-Term________ #Abortions________ #Miscarriages________ #Living________

Are you pregnant? ☐ No ☑ Yes

Are you currently receiving prenatal care? ☐ No ☑ Yes Where?

Have you ever been told that you had a ‘high risk’ pregnancy? ☐ Yes ☐ No If yes, what was the reason?

Are you currently breast feeding? ☐ No ☑ Yes

If yes, how old is the nursing child? ______________ When was the last time you breast fed? (mm/dd/yyyy) ______________

GYN History:

When was the first day of your LMP? ______________ If more than 30 days, why?

Do you have a history of breast or gynecological problems? ☐ No ☑ Yes Explain__________________________

Do you use birth control? ☐ No ☑ Yes What type? ______________ When was the last time you used it? ______________

When was your last PAP smear? ______________ If known, results__________________________

Sexual Abuse and Assault/Vulnerabilities

Have you ever been a victim of physical abuse? ☐ No ☑ Yes

Have you ever been a victim of sexual abuse or assault? ☐ No ☑ Yes

If yes, refer patient for medical evaluation in two working days or for mental health evaluation in 72 hours.

Are you gay, lesbian, bisexual, transgender, intersex or gender non-conforming? ☐ Yes ☐ No

If transgender, what gender do you identify with________

Do you believe you are vulnerable to sexual abuse or assault in ICE custody? ☐ Yes ☐ No If yes, why? ______________

If yes, implement treatment plan.

Have you ever been involved in an incident where you sexually abused others? ☐ Yes ☐ No

If yes, refer patient for medical evaluation in two working days or for mental health evaluation in 72 hours.

Mental Health

Do you have a history of:

<table>
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<tr>
<th>Condition</th>
<th>Yes</th>
<th>No</th>
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<td>Manic episodes</td>
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<td>Depression</td>
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<td>Psychotropic medications</td>
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<td>Severe anxiety</td>
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<td>Psychosis</td>
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<td>Violence towards others</td>
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<tr>
<td>Suicide attempts/gestures</td>
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Are you currently having any mental health issues? ☐ Yes ☐ No If yes, explain problem and date problem began ______________

Last Name: ____________________________  First Name: ____________________________

Alt: ____________________________  Country of Origin: ____________________________

Date of Arrival: ____________________________  DOB: ____________________________

Facility: ____________________________  Sex: ____________________________
**Social History**

**Drug Use History:**
- Have you used drugs other than those for medical reasons in the past 12 months?  **No**  **Yes**  If yes, what?
  - PCP:  **No**  **Yes**
  - Ketamine:  **No**  **Yes**
  - Marijuana:  **No**  **Yes**
  - Prescription Opiates:  **No**  **Yes**
  - LSD:  **No**  **Yes**
  - Ecstasy:  **No**  **Yes**
  - Methamphetamine:  **No**  **Yes**
  - Heroin:  **No**  **Yes**  Route:  **Injected**  **Smoked**
  - Intranasal:  **No**  **Yes**
  - Aches & pains:  **No**  **Yes**
  - Anxiety:  **No**  **Yes**
  - Nausea:  **No**  **Yes**
  - Vomiting:  **No**  **Yes**
  - Diarrhea:  **No**  **Yes**
  - Chills:  **No**  **Yes**
  - Sweating:  **No**  **Yes**
  - Insomnia:  **No**  **Yes**

**When did you last use?** ________ 
**Are you having any withdrawal symptoms?**  **No**  **Yes**  If yes, which apply?  
- **Nausea**
- **Vomiting**
- **Diarrhea**
- **Chills**
- **Sweating**
- **Insomnia**
- **Aches & pains**
- **Anxiety**

**Have you ever gone through withdrawal from drugs?**  **No**  **Yes**  If yes, when?  
**Are you currently in a drug treatment program?**  **No**  **Yes**  Name of program?  
**Type of Program:**  
- **Detox**
- **Methadone**
- **Residential Treatment**
- **Outpatient**
- **12 Step**
- **Other**

**Alcohol Use History:**
- Do you drink alcohol?  **No**  **Yes**  If yes, type?  
- **Beer**
- **Malt liquor**
- **Wine**
- **Liquor**
- How often do you drink?  
- **Daily**
- **Weekly**
- **Monthly**
- **Rarely**
- How much do you drink when you drink?  

**Do you notice over time that you need to drink more for the same effect?**  **No**  **Yes**
**When was your last drink?** ________
**Are you having any withdrawal symptoms?**  **No**  **Yes**  If yes, which apply?  
- **Headache**
- **Fever**
- **Nausea**
- **Vomiting**
- **Insomnia**
- **Tremor**
- **Hallucinations**
- **Convulsions**

**Have you ever gone through alcohol withdrawal in the past?**  **No**  **Yes**  How long ago?  
**Have you ever been in treatment for alcohol use?**  **No**  **Yes**  If yes, when?  
**What type of program?**  
- **Outpatient**
- **Inpatient**

**Have you ever been convicted for driving under the influence of alcohol?**  **No**  **Yes**  If yes, when?  

**Tobacco History:**
- Have you ever used tobacco products?  **No**  **Yes**  If yes, please answer the following questions:
  - Do you currently use tobacco products?  **No**  **Yes**
  - What type of products?  
- **Cigarettes**
- **Cigar**
- **Pipe**
- **Chewing tobacco**

**How long have you used tobacco products?** ________  
**How frequently do you use tobacco?** ________
**When did you last use tobacco products?** ________

**Are you having any withdrawal symptoms from not using tobacco?**  **No**  **Yes**  If yes, what symptoms are you experiencing?  
- **Cravings**
- **Irritation**
- **Anger**
- **Increased Appetite**
- **Weight Gain**
- **Concentration Problems**
- **Restlessness**
- **Insomnia**
- **Anxiety**

**Preventative Medicine/Screening History:**
- Have you had screening for cancer?  **No**  **Yes**  When? **(mm/yyyy)** ________
- What type screening & results if known?  
- Have you had a mammogram?  **No**  **Yes**  When? **(mm/yyyy)** ________ Results, if known ________
- Have you had a pap smear?  **No**  **Yes**  When? **(mm/yyyy)** ________ Results, if known ________

---

**Last Name:**
**First Name:**
**A#:**
**Country of Origin:**
**Date of Arrival:**
**DOB:**
**Facility:**
**Sex:**
### Physical Examination/Health Appraisal (con't)

#### Objective:

Vital Signs

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<tbody>
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<td>T</td>
<td>P</td>
<td>R</td>
<td>BP</td>
<td>HT</td>
<td>WT</td>
</tr>
</tbody>
</table>

Visual Acuity (Snellen): Left[_________] Right[_________] Both[_________]

Hearing: ☐ Grossly intact ☐ Other[_________]

#### General Physical Examination

<table>
<thead>
<tr>
<th>Section</th>
<th>R = Refused</th>
<th>NE = Not Evaluated</th>
<th>Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>R</td>
<td>NE</td>
<td>Findings</td>
</tr>
<tr>
<td>ENT</td>
<td>R</td>
<td>NE</td>
<td>Findings</td>
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<td>Dental</td>
<td>R</td>
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<td>R</td>
<td>NE</td>
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<tr>
<td>Cardiac</td>
<td>R</td>
<td>NE</td>
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<tr>
<td>Genitourinary</td>
<td>R</td>
<td>NE</td>
<td>Findings</td>
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<tr>
<td>Extremities</td>
<td>R</td>
<td>NE</td>
<td>Findings</td>
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<tr>
<td>Skin</td>
<td>R</td>
<td>NE</td>
<td>Findings</td>
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<tr>
<td>Comments/Other Findings:</td>
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#### Mental Status Examination

<table>
<thead>
<tr>
<th>Category</th>
<th>R = Refused</th>
<th>NE = Not Evaluated</th>
<th>Findings</th>
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<tbody>
<tr>
<td>Orientation</td>
<td>Alert ☐ No ☑ Yes ☑ Oriented to person ☐ No ☑ Yes ☑ Place ☐ No ☑ Yes ☑ Time ☐ No ☑ Yes</td>
<td></td>
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<tr>
<td>Perceptions</td>
<td>Perceptual disturbances? ☐ No ☑ Yes</td>
<td></td>
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<tr>
<td>Thought Content</td>
<td>If yes, ☐ Auditory hallucinations ☐ Visual hallucinations ☐ Delusions</td>
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<tr>
<td>Appearance</td>
<td>☐ Appropriately dressed ☐ well groomed; ☐ Disheveled; ☐ Other</td>
<td></td>
<td></td>
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<tr>
<td>Posture</td>
<td>☐ Erect; ☐ Stooped; ☐ Slouched; ☐ Other</td>
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<td></td>
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<tr>
<td>Gait/Walk</td>
<td>☐ Steady; ☐ Shuffle; ☐ Limp; ☐ Other</td>
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<tr>
<td>Movement</td>
<td>☐ Appropriate; ☐ Tics; ☐ Repetitive; ☐ Rigid; ☐ Agitated; ☐ Slow; ☐ Other</td>
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<tr>
<td>Mood</td>
<td>☐ Appropriate; ☐ Labile; ☐ Relaxed; ☐ Happy; ☐ Calm; ☐ Distressed; ☐ Angry; ☐ Agitated; ☐ Sad/Depressed; ☐ Fearful/Anxious; ☐ Irritable; ☐ Other</td>
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<tr>
<td>Attitude</td>
<td>☐ Cooperative; ☐ Uncooperative; ☐ Threatening; ☐ Evasive</td>
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<tr>
<td>Speech</td>
<td>☐ Coherent; ☐ Incoherent; ☐ Pressured; ☐ Average speed; ☐ Rapid; ☐ Slow; ☐ Slurred; ☐ Mumbled; ☐ Talkative; ☐ Loud; ☐ Soft; ☐ Other</td>
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<tr>
<td>Intelligence</td>
<td>☐ Appears normal; ☐ Appears developmentally delayed</td>
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<tr>
<td>Insight</td>
<td>☐ Good; ☐ Impaired</td>
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<td>Comments:</td>
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#### Patient Information

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<th>Last Name:</th>
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<th>Facility:</th>
<th>Sex:</th>
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Physical Examination/Health Appraisal (con’t)

Assessment:

___ Physical exam/health appraisal shows no significant medical, mental health or dental issues currently.
___ Physical exam/health appraisal shows the following significant issues:

Plan:

Treatment including medications: ____________________________

__________________________________________________________

Immunizations, Injections, Imaging, Labs:

Referrals:

Other:

Preventative Medicine/Patient Education:

___ Given the Staying Healthy brochure in the __________ language.
___ Verbalized instruction in dental hygiene.
___ Provided with instruction appropriate to patient’s health needs.
___ Patient verbalized understanding of teaching or instructions provided.
___ Patient was asked if he/she had any additional questions, and any questions were addressed.
___ Patient was instructed to return to medical clinic as needed.
___ Patient was instructed to return to clinic for appointment.
___ Health Assessment was rescheduled until [_____] to provide sign language interpreter for health assessment.
___ Health Assessment was rescheduled until [_____] to provide foreign language interpreter for health assessment.
___ Other: ____________________________

Last Name: ____________________________  First Name: ____________________________

Aff: __________________________________ Country of Origin: ____________________________

Date of Arrival: ____________________________  DOB: ____________________________

Facility: ____________________________  Sex: ____________________________
MEDICAL TRANSFER SUMMARY

Last Name: ____________________________  First Name: ____________________________


Date of Arrival at Sending Facility: ____________________________  DOB: ____________________________

Sending Facility: ____________________________  Sex: ____________________________

1. General Information:
   Cleared for Travel by Ground Transportation: □ Yes □ No  Date of Departure: ____________________________
   Cleared for Travel by Air Transportation: □ Yes □ No  Final Destination, if known: ____________________________
   Reason for Transfer: □ Custody □ Medical  Medical Escort required: □ Yes □ No  If yes, type: □ Medical □ Psychiatric

2. Current Medical, Dental, and/or Mental Health Diagnoses/Problems:  ____________________________
   ____________________________
   ____________________________
   ____________________________

3. Allergies: ____________________________
   ____________________________
   ____________________________

4. Current Prescribed Medications: List All (Name, Dosage, Directions in layman’s terms)
   Check off Medication Required for Care en Route

<table>
<thead>
<tr>
<th>Medication</th>
<th>Dose</th>
<th># Sent</th>
<th>Route</th>
<th>Instructions for use (include proper time for administration)</th>
<th>Stop Date</th>
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5. TB Clearance Status for Transfer or Transportation
   Screening Modality (Check all that apply and document below): □ CXR □ TST □ IGRA □ Symptom Screen

   CXR: Date: ____________________________
   TB Screening: □ Negative, not consistent w/TB □ Positive, consistent w/TB

   TST: Administered Date: ____________________________  TST Read Date: ____________________________
   Results: □ mm induration

   IGRA: Collection Date: ____________________________  Results: □ Positive □ Negative □ Indeterminate

   Symptom Screening Date: ____________________________  Results: □ Positive □ Negative

   Is the patient being treated for TB? □ No □ Yes, select options:
   □ Cleared for general detention population
   □ Not cleared for general detention population
   □ Being treated for TB, see attached TB Case Management documentation
6. Healthcare Follow-Up:

Recent (within 6 months) Test Results: ______________________________
Recent (within 6 months) Hospitalizations/Surgeries: ______________________________
Recommended Future Lab Work: ______________________________
Pending Specialty Appointment(s): ______________________________
Recommended Specialty Appointment(s): ______________________________
Requires Immediate Follow Up: ______________________________

7. Special Needs Affecting Transportation: -- Use Standard Infection Control Precautions for all patients --

Are there any medical, dental, or mental health condition that restricts the length of time the patient can be on travel status?  ○ Yes  ○ No
Reason(s) and maximum length of travel time: ______________________________

Does the patient have any special needs that escorting staff should be aware of?  ○ Yes  ○ No
If so, what? ______________________________

Equipment provided by:  ○ Medical Authority  ○ Other ______________________________
Equipment owned by:  ○ Medical Authority  ○ Other ______________________________

Patient will keep equipment upon arrival at destination?  ○ Yes  ○ No
Is there any medical equipment required to accompany the patient during travel?  ○ Yes  ○ No
If so, what? ______________________________

Are any special precautions required during transport?  ○ Yes  ○ No
Precautions needed for the patient: ______________________________
Precautions needed for the escorting staff: ______________________________

8. Additional Comments (Mark through if no comments are made): Attach additional pages or medical records as needed


9. Release from custody: Attach  ○ Instructions for Requesting Complete Medical Records
  ○ Community Resource Information, if applicable

Sending Facility Point of Contact: ______________________________
Sending Facility Contact Number: ______________________________

Completed by Provider Printed Name ______________________________
Date ______________________________
Time ______________________________
Provider Signature ______________________________

Last Name: ______________________________
First Name: ______________________________

Aff: ______________________________
Country of Origin: ______________________________

Date of Arrival at Sending Facility: ______________________________
DOB: ______________________________

Sending Facility: ______________________________
Sex: ______________________________
4.4 Medical Care (Women)

I. Purpose and Scope

This detention standard ensures that female detainees in U.S. Immigration Customs and Enforcement (ICE) custody have access to appropriate and necessary medical and mental health care.

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.*

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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. Female detainees shall receive routine, age appropriate gynecological and obstetrical health care, consistent with recognized community guidelines for women’s health services.

2. As part of every detainee’s intake health assessment, female detainees shall also receive age-appropriate assessments and preventive women’s health services, as medically appropriate.

3. A pregnant detainee in custody shall have access to pregnancy services including routine or specialized prenatal care, pregnancy testing, comprehensive counseling and assistance, postpartum follow up, lactation services and abortion services.

4. At no time shall a pregnant detainee be restrained, absent truly extraordinary circumstances that render restraints absolutely necessary.

5. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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.

6. Medical and mental health interviews, screenings, appraisals, examinations, procedures, and administration of medication shall be conducted in settings that respect detainees’ privacy in accordance with safe and orderly operations of the facility.

7. A detainee’s request to see a health care provider of the same gender should be considered; when not feasible, a same-gender chaperone shall be provided. When care is provided by a health care provider of the opposite gender, a detainee shall be provided a same-gender chaperone upon the detainee’s request.

8. All medical care shall be conducted in private with only the patient and medical personnel present. Chaperones shall be provided if requested or if care is provided by a male healthcare provider.

9. A health care provider of a particular gender, whenever possible, shall be considered, when requested by a detainee.

III. Standards Affected

Not applicable.

IV. References


V. Expected Practices

A. Overview

In addition to the medical, mental health and dental services provided to every detainee as required by standard “4.3 Medical Care,” every facility shall directly or contractually provide its female detainees with access to:

1. pregnancy services, including pregnancy testing, routine or specialized prenatal care, postpartum follow up, lactation services and abortion services as outlined herein;

2. counseling and assistance for pregnant women in keeping with their express desires in planning for their pregnancy, whether they desire abortion, adoptive services or to keep the child; and

3. routine, age-appropriate, gynecological health care services, including offering women’s specific preventive care.

B. Initial Health Intake Screening and Health Assessment

1. Initial Screening

Within 12 hours of arrival, during their initial medical screening, all female detainees shall receive information on services related to women’s health care as provided for in this standard and standard “4.3 Medical Care.”

2. Initial Health Assessment

If the initial medical intake screening 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. Consistent with Standard “4.3 Medical Care,” 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, and 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.

If the initial medical intake screening indicates the possibility of pregnancy, referral shall be initiated and the detainee shall receive a health assessment as soon as appropriate or within two working days.

If the initial medical intake screening indicates recent sexual assault, or violence, the detainee shall be immediately referred for medical and/or mental health follow-up as appropriate, consistent with Section V.O of Standard “4.3 Medical Care,” or history of mental health illness, an initial health appraisal shall be completed as soon as possible, but no more than 24 hours after arrival. If the initial medical intake screening indicates any history of domestic abuse or violence, the detainee shall be referred for and receive a mental health evaluation by a qualified mental health provider within 72 hours, or sooner if appropriate, consistent with Standard “4.3 Medical Care.”

All initial health assessments of female detainees shall be conducted by a trained and qualified health provider, and must include a thorough evaluation and assessment of the reproductive system. In addition to the criteria listed on the health assessment form, the evaluation shall inquire about the following:

a. pregnancy testing for detainees aged 18-56 and documented results;

b. if the detainee is currently nursing (breastfeeding);

c. use of contraception;

d. reproductive history (number of pregnancies, number of live births, number of spontaneous/elective abortions, pregnancy complications, etc.);

e. menstrual cycle;

f. history of breast and gynecological problems;

g. family history of breast and gynecological problems; and

h. any history of physical or sexual victimization and when the incident occurred.

A pelvic and breast examination, pap test, baseline mammography and sexually transmitted disease (STD) testing screening shall be offered and provided as deemed appropriate or necessary by the medical provider.

C. Past or Recent Abuse and/or Violence

Female victims of sexual abuse shall have immediate access to emergency medical treatment and crisis intervention services. The facility will provide access by giving detainees the current mailing addresses and telephone numbers, including toll free hotline numbers, of local, state and or national organizations that provide these services. When recent sexual abuse or violence is reported or otherwise determined, the detainee shall be referred to trained medical personnel for immediate medical and mental health services. See also standard “2.41 Sexual Abuse and Assault, Prevention and Intervention.”

C. Past or Recent Abuse and/or Violence Same-Gender Providers or Chaperones

Consistent with the provisions in Standard 4.3 “Medical Care,” a detainee’s request to see a health
care provider of the same gender should be considered; when not feasible, a same-gender chaperone shall be provided.

When care is provided by a health care provider of the opposite gender, a detainee shall be provided a same-gender chaperone upon the detainee’s request.

A same-gender chaperone shall be provided, even in the absence of a request by the detainee, when a medical encounter involves a physical examination of sensitive body parts, to include breast, genital, or rectal examinations, by a provider of the opposite gender.

Only medical personnel may serve as chaperones during medical encounters and examinations.

D. Preventive Services

Preventative services specific to women shall be offered for routine age appropriate screenings, to include breast examinations, pap smear, STD testing and mammograms. These services shall not interfere with detainee’s deportation or release from custody date.

1. Contraception

Upon request, appropriately trained medical personnel within their scope of practice shall provide detainees with non-directive (impartial) advice and consultation about family planning and contraception, and where medically appropriate, prescribe and dispense medical contraception.

E. Pregnancy

Upon confirmation by medical personnel that a female detainee is pregnant, she shall be given close medical supervision. Pregnant detainees shall have access to prenatal and specialized care, and comprehensive counseling inclusive of, but not limited to: nutrition, exercise, complications of pregnancy, prenatal vitamins, labor and delivery, postpartum care, lactation, family planning, abortion services and parental skills education.

The facility administrator shall ensure that the FOD is notified as soon as practicable of any female detainee determined to be pregnant, but no later than 72 hours after such determination, consistent with the notification requirements in Standard “4.3 Medical Care.”

The medical provider will identify any special needs (e.g. diet, housing, or other accommodations such as the provision of additional pillows) and inform all necessary custody staff and facility authorities.

If a pregnant detainee has been identified as high risk, the detainee shall be referred, as appropriate, to a physician specializing in high risk pregnancies.

All chemically dependent pregnant detainees (psychological dependence includes alcohol, sedatives/hypnotics, anxiolytics and opioids) are considered high risk and referred to an obstetrician or another provider capable of addressing their needs immediately.

Pregnancy management and outcomes shall be monitored, quarterly, through a continuous quality improvement process.

1. Non-Use of Restraints

Restraints on Pregnant Women: A pregnant woman or women in post-delivery recuperation shall not be restrained absent truly extraordinary circumstances that render restraints absolutely necessary as documented by a supervisor or directed by the on-site medical authority. This general prohibition on restraints applies to all pregnant women in the custody of ICE, whether during transport, in a detention facility, or at an outside medical facility. Restraints are never permitted on women who are in active labor or delivery.

Restraints shall not be considered as an option,
unless one or more of the following applies:

a. a medical officer has directed the use of restraints for medical reasons;

b. credible, reasonable grounds exist to believe the detainee presents an immediate and serious threat of hurting herself, staff or others; or

c. reasonable grounds exist to believe the detainee presents an immediate and credible risk of escape that cannot be reasonably minimized through any other method.

In the rare event that one of the above situations applies, medical staff shall determine the safest method and duration for the use of restraints and the least restrictive restraints necessary shall be used.

Even in the extraordinary circumstance when restraints are deemed necessary, no detainee known to be pregnant shall be restrained in a face-down position with four-point restraints, on her back, or in a restraint belt that constricts the area of the pregnancy. All attempts shall be made to ensure that the detainee is placed on her left side if she is immobilized.

The use of restraints requires documented approval and guidance from the on-site medical authority. Record-keeping and reporting requirements regarding the medical approval to use restraints shall be consistent with other provisions within these standards, including documentation in the detainee’s A-file, detention and medical files.

2. Abortion Access

In the event continued detention is necessary and appropriate, and consistent with the practice of our federal partners, if the life of the mother would be endangered by carrying a fetus to term, or in the case of rape or incest, ICE will assume the costs associated with a female detainee’s decision to terminate a pregnancy.

a. In this instance, or in a situation where a female detainee opts to fund the termination of her pregnancy, ICE shall arrange for transportation at no cost to the detainee for the medical appointment and, if requested by the detainee, for access to religious counseling, and non-directive (impartial) medical resources and social counseling, to include outside social services or women’s community resources groups.

b. If a detainee requests to terminate her pregnancy, ICE will document the request in the detainee’s medical records. The detainee’s statement should be signed personally by the detainee and include clear language of the detainee’s intent.

F. Mental Health Services

In addition to mental health services offered to all detainees, mental health assessments shall be offered to any detainee who has recently given birth, miscarried or terminated a pregnancy in the past 45 days.
4.5 Personal Hygiene

I. Purpose and Scope

This detention standard ensures that each detainee is able to maintain acceptable personal hygiene practices through the provision of adequate bathing facilities and the issuance and exchange of clean clothing, bedding, linens, towels and personal hygiene items.

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.

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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 maintain an inventory of clothing, bedding, linens, towels and personal hygiene items that is sufficient to meet the needs of detainees;
2. Each detainee shall have suitable, clean bedding, linens, blankets and towels;
3. Each detainee shall have sufficient clean clothing that is properly fitted; climatically suitable, durable and presentable;
4. Detainees shall be held accountable for clothing, bedding, linens and towels assigned to them; and
5. Detainees, including those with disabilities and special needs, shall be able to maintain acceptable personal hygiene practices.

6. The applicable content and procedures concerning the facility shall be communicated to the detainee in a language or manner the detainee can understand. 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 the standard on “Personal Hygiene” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-4B-01 through 4B-09, 6A-08, 6B-05 through 6B-08.


V. Expected Practices

A. Supply of Clothing, Bedding, Linen, Towel and Personal Hygiene Items

Each detention facility shall have written policy and procedures for the regular issuance and exchange of clothing, bedding, linens, towels and personal hygiene items. The supply of these items shall exceed the minimum required for the number of detainees to prevent delay in replacing the items.

To be prepared for unforeseen circumstances, it is a good practice for a detention facility to maintain an excess clothing inventory that is at least 200 percent of the maximum funded detainee capacity.

Each SPC and CDF shall have available, at all times, more clothing, bedding, linen and towels than needed to supply the maximum funded detainee capacity. This excess will allow for the immediate replacement of items that are lost, destroyed, or worn out.

Clothing or shoes that are lost, unserviceable, indelibly stained, or bear offensive or otherwise unauthorized markings shall be discarded and replaced as soon as practicable.

B. Issuance of Clothing

At no cost to the detainee, all new detainees shall be issued clean, laundered, indoor/outdoor temperature-appropriate, size appropriate, presentable clothing during intake.

The standard issue of clothing is at least two uniform shirts and two pairs of uniform pants or two jumpsuits; two pairs of socks; two pairs of underwear; two brassieres, as appropriate; and one pair of facility-issued footwear. Additional clothing shall be issued as necessary for changing weather conditions or as seasonally appropriate. Footwear that is worn out or damaged shall be replaced at no cost to the detainee.

For both males and females, personal items of clothing, including undergarments, are not permitted.

Clothing issued at release shall be in accordance with standard “2.1 Admission and Release.”

C. Special Uniforms and Protective Equipment

Each detainee assigned to a special work area shall be clothed in accordance with the requirements of the job and, when appropriate, provided protective clothing and equipment in accordance with safety and security considerations.

D. Personal Hygiene Items

Staff shall directly supervise the issuance of personal hygiene items to male and female detainees appropriate for their gender and shall replenish supplies as needed. Distribution of hygiene items shall not be used as reward or punishment.

Each detainee shall receive, at a minimum, the following items:

1. one bar of bath soap, or equivalent;
2. one comb;
3. one tube of toothpaste;
4. one toothbrush;
5. one bottle of shampoo, or equivalent; and
6. one container of skin lotion.

The facility administrator may modify this list as needed (e.g., to accommodate the use of bulk liquid soap and shampoo dispensers).

The distribution of razors must be strictly controlled. Disposable razors shall be provided to detainees. Razors shall be issued and collected daily by staff. Detainees shall not be permitted to share razors.

Female detainees shall be issued and may retain sufficient feminine hygiene items, including sanitary pads or tampons, for use during the menstrual cycle, and may be permitted unbreakable brushes with soft, synthetic bristles to replace combs. Cosmetics are prohibited, as are electric rollers, curling irons, hair dryers and similar appliances.

The responsible housing unit officer shall replenish personal hygiene items on an as-needed basis, in accordance with written facility procedures. The facility administrator may establish an empty container exchange system.

If the facility has no detainee commissary, personal hygiene items from sources other than the issuing officer(s) may be permitted into the housing units only with the approval of the health services staff and the Chief of Security.

E. Bathing and Toilet Facilities

Detainees shall be provided:

1. an adequate number of toilets, 24 hours per day, which can be used without staff assistance when detainees are confined to their cells or sleeping areas.

ACA Expected Practice 4-ALDF-4B-08 requires that toilets be provided at a minimum ratio of one for every 12 male detainees or one for every 8 female detainees. For males, urinals may be substituted for up to one-half of the toilets. All housing units with three or more detainees must have at least two toilets.

2. an adequate number of washbasins with temperature controlled hot and cold running water 24 hours per day.

ACA Expected Practice 4-ALDF-4B-08 requires one washbasin for every 12 detainees.

3. operable showers that are thermostatically controlled to temperatures between 100 and 120 F degrees, to ensure safety and promote hygienic practices.

ACA Expected Practice 4-ALDF-4B-09 requires a minimum ratio of one shower for every 12 detainees.

Inspections of housing units shall periodically measure and document water temperature in the daily log.

Detainees shall be provided with a reasonably private environment in accordance with safety and security needs. Detainees shall be able 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. Staff of the opposite gender shall announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.

When operationally feasible, transgender and
intersex detainees shall be given the opportunity to shower separately from other detainees.

Detainees with disabilities shall be provided the facilities and support needed for self-care and personal hygiene in a reasonably private environment in which the individual can maintain dignity. When necessary, assistance to disabled detainees with disabilities who cannot perform basic life functions shall be provided by individuals who are trained and qualified to understand problems and the challenges faced by persons with physical and/or mental impairments. Such training may be provided by the health services authority and may involve the expertise of relevant community organizations and government agencies. Discrimination on the basis of disability is prohibited.

F. Hair Care

Detainees are allowed freedom in personal grooming unless a valid safety, security, or medical concern requires an exception that is fully justified and documented.

Detainees shall be provided hair care services in a manner and environment that promotes sanitation and safety, in accordance with the requirements for “Barber Operations” in standard “1.2 Environmental Health and Safety” and requirements in standard “5.5 Religious Practices.”

G. Issuance of Bedding, Linen and Towels

All detainees shall be issued clean bedding, linens and a towel and be held accountable for those items.

The standard issues shall be, at a minimum:

1. bedding: one mattress, one blanket and one pillow (additional blankets shall be issued, based on local indoor-outdoor temperatures);
2. linens: two sheets and one pillowcase; and
3. towel: one towel.

H. Exchange Requirements

Detainees shall be provided with clean clothing, linen and towels on the following basis:

1. a daily change of socks and undergarments; an additional exchange of undergarments shall be made available to detainees if necessary for health or sanitation reasons;
2. at least twice weekly exchange of outer garments (with a maximum of 72 hours between changes) at a minimum;
3. weekly exchange of sheets, towels and pillowcases at a minimum; and
4. an additional exchange of bedding, linens, towels or outer garments shall be made available to detainees if necessary for health or sanitation reasons, and more frequent exchanges of outer garments may be appropriate, especially in hot and humid climates.

Volunteer detainee workers may require exchanges of outer garments more frequently than every 72 hours; and

Volunteer food service workers shall exchange outer garments daily.

Clothing exchanges shall generally be on a one-for-one basis to prevent hoarding and to ensure an adequate supply.

Detainees are not permitted to wash clothing, bedding, linens, tennis shoes, or other items in the living units, unless proper washing and drying equipment is available and the facility has written policy and procedures for their use. Any washing and drying policies and procedures shall be posted in the washing area and shall be included in the detainee handbook.

4.5 | Personal Hygiene
4.6 Significant Self-harm and Suicide Prevention and Intervention

I. Purpose and Scope

This detention standard protects the health and well-being of ICE detainees through a comprehensive Significant Self-Harm and Suicide Prevention and Intervention Program that minimizes risk.

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.

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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. All facility staff members who interact with and/or are responsible for detainees shall: All staff responsible for supervising detainees shall receive a minimum of eight hours of comprehensive training initially during orientation and repeated at least annually, on effective methods for identifying significant self-harm, as well as suicide prevention and intervention with detainees.

2. Staff shall act to prevent significant self-harm and suicides with appropriate sensitivity, supervision, medical and mental health referrals and emergency medical procedures.

3. Any clinically suicidal detainee or detainee at risk for significant self-harm shall receive preventive supervision, treatment and therapeutic follow-up, in accordance with ICE policies and detention standards.

**The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.

4. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 “Suicide Prevention and Intervention” dated 12/2/2008.

### IV. References


ICE/ERO *Performance-based National Detention Standards 2011*: “4.3 Medical Care.”


### V. Expected Practices

Each detention facility shall have a written suicide prevention and intervention program, including a multidisciplinary suicide prevention committee, that shall be reviewed and approved by the clinical medical authority (CMA), approved and signed by the health services administrator (HSA) and facility administrator, and reviewed annually.

The multidisciplinary suicide prevention committee shall, at a minimum, comprise representatives from custody, mental health, and medical staff. The committee shall meet on at least a quarterly basis to provide input regarding all aspects of the facility’s suicide prevention and intervention program, including suicide prevention policies and staff training. The committee shall convene following any suicide attempt to review and, if necessary, assist in the implementation of corrective actions.

At a minimum, the suicide prevention and intervention program shall include procedures to address suicidal detainees. Key components of this program must include the following:

1. staff training;
2. identification;
3. referral;
4. evaluation;
5. treatment;
6. housing;
7. monitoring;
8. communication;
9. intervention;
10. notification and reporting;
11. review; and
12. debriefing.

A. Staff Training

All facility staff members who interact with and/or
are responsible for detainees shall receive comprehensive suicide prevention training during orientation and at least annually.

Initial suicide prevention training for all staff responsible for supervising detainees should consist of a minimum of eight hours of instruction. Subsequent annual suicide prevention training should consist of a minimum of two hours of refresher instruction.

All of the following interests should be incorporated into the required suicide prevention training:

1. Environmental concerns: why the environments of detention facilities are conducive to suicidal behavior.
2. First Aid training: standard first aid training, cardiopulmonary resuscitation (CPR) training and training in the use of emergency equipment (that may be located in each housing area of the detention facility).
4. Recognizing verbal and behavioral cues that indicate potential suicide.
5. Demographic, cultural and precipitating factors of suicidal behavior.
6. Responding to suicidal and depressed detainees.
7. Effective communication between correctional and health care personnel.
10. Follow-up monitoring of detainees who have already attempted suicide.
11. Reporting and written documentation procedures.

Requesting that a detainee promise not to engage in suicidal behavior, also known as “contracting for safety,” is not recognized or supported by experts, and is an ineffective method of suicide prevention. “Contracting for safety” provides no guarantee that the patient shall not attempt suicide, and may give staff a false sense of security. This practice is not to be relied on by staff.

B. Identification

Detainees may be identified as being at risk for self-harm or suicide at any time.

1. Initial Screening

All detainees shall receive an initial mental health screening within 12 hours of admission by a qualified health care professional or health-trained correctional officer who has been specially trained, as required by “J. Medical and Mental Health Screening of New Arrivals” in Standard 4.3 “Medical Care” (Section V.J). The results of the screening shall be documented on the approved intake screening form, which contains observation and interview questions related to the potential for significant self-harm/suicide.

At the time of screening, staff should also assess relevant available documentation as to whether the detainee has been a suicide risk in the past, including during any prior periods of detention or incarceration.

2. Ongoing Identification

Detainees also may be identified as being at risk for significant self-harm/suicide at any time while in ICE custody. Staff must therefore remain vigilant in recognizing and appropriately reporting when a risk is identified. This identification may be conducted through result from a self-referral or through daily observation and/or interaction with medical staff, contract security staff or an ICE officer. Qualified, on-call clinical medical staff shall
be available 24 hours per day for immediate consultation.

3. Significant Self-Harm/Suicidal Detainee

If medical staff determines that a detainee is at imminent risk of bodily injury or death, medical staff may make a recommendation to hospitalize the detainee for purposes of his/her evaluation and/or treatment. If the detainee is mentally incompetent, or is mentally competent and refuses, it may be necessary to petition the appropriate federal court to intervene against the detainee’s refusal for purposes of his/her hospitalization and treatment. In such cases, the local ICE Office of Chief Counsel shall be consulted regarding appropriate further action.

C. Referral

Detainees who are identified as being “at risk” for significant self-harm or suicide shall immediately be referred to the mental health provider for an evaluation, which shall take place within 24 hours of the identification. Until this evaluation takes place, security staff shall place the detainee in a secure environment on a constant one-to-one visual observation.

D. Evaluation

This evaluation shall be conducted by a qualified mental health professional which will determine the level of suicide risk, level of supervision needed, and need for transfer to an inpatient mental health facility. This evaluation shall be documented in the medical record and must include the following information:

1. relevant history;
2. environmental factors;
3. lethality of suicide plan;
4. psychological factors;
5. diagnoses;
6. a determination of level-seriousness of suicide risk;
7. level of supervision needed;
8. referral/transfer for inpatient care (if needed);
9. instructions to medical staff for care; and
10. a treatment plan, including reassessment time frames.

Detainees placed on suicide watch shall be re-evaluated by appropriately trained and qualified medical staff on a daily basis. The re-evaluation must be documented in the detainee’s medical record.

Only the mental health professional, CMA, or designee may terminate a suicide watch after a current suicide risk assessment is completed. A detainee may not be returned to the general population until this assessment has been completed.

E. Treatment

Based on the evaluation, as stipulated above, a mental health provider or other appropriately trained medical personnel shall develop a treatment plan. This plan must be documented and placed in the detainee’s medical record. The treatment plan shall address the environmental, historical and psychological factors that contribute to the detainee’s suicidal ideation. The treatment plan shall include:

1. strategies and interventions to be followed by the staff and detainee if suicidal ideation reoccurs;
2. strategies for the detainee’s improved functioning; and
   — regular follow-up appointments based on the level of acuteness.
3. 

F. Housing and Monitoring
A suicidal detainee requires close supervision in a setting that minimizes opportunities for self-harm. If a staff member identifies someone who is at risk of significant self-harm or suicide, the detainee must be placed on suicide precautions and immediately referred to a qualified mental health professional.

The qualified mental health professional may place the detainee in a special isolation room designed for evaluation and treatment with continuous monitoring that must be documented every 15 minutes or more frequently if necessary. All suicidal detainees placed in an isolated confinement setting will receive continuous one-to-one monitoring, welfare checks at least every 8 hours conducted by clinical staff, and daily mental health treatment by a qualified clinician. The isolation room will must be suicide resistant, which requires that it be free of objects and structural elements that could facilitate a suicide attempt, and security staff shall ensure that the area for suicide observation is initially inspected prior to the detainee’s placement so that there are no objects that pose a threat to the detainee’s safety.

If necessary, the qualified mental health professional determines that the detainee requires a special isolation room but there is either no space in the medical housing unit or a medical housing unit does not exist, the detainee may, as a last resort, be temporarily placed in an administrative segregation cell in the Special Management Unit, provided space has been approved for this purpose by the medical staff and such space allows for consistent and unobstructed observation. The facility administrator shall immediately notify ICE of such placement and indicate what level of monitoring the facility is providing. The facility administrator shall also work with ICE and the medical authority to identify alternative placements, including transfer of the detainee to a facility that can provide appropriate housing.

Suicidal detainees who are temporarily placed in a Special Management Unit shall have access to all programs and services, including recreation, visitation, telephones, counsel, and other services available to the general population, to the maximum extent possible. The facility shall ensure that the decision to place a suicidal detainee in an administrative segregation cell in Special Management Unit is not punitive in nature, and, as required by “A. Placement in Administrative Segregation” in Standard 2.12 “Special Management Units,” detainees in administrative segregation shall not be commingled with detainees in disciplinary segregation.

Detainees on suicide precautions who have not been placed in an isolated confinement setting by the qualified mental health professional will receive documented close observation at staggered intervals not to exceed 15 minutes (e.g. 5, 10, 7 minutes), checks at least every 8 hours by clinical staff, and daily mental health treatment by a qualified clinician.

1. No Excessive Deprivations

Deprivations and restrictions placed on suicidal detainees must be kept at a minimum. Suicidal detainees may be discouraged from expressing their intentions if the consequences of reporting those intentions are unpleasant or understood to result in punitive treatment or punishment. Placing suicidal detainees in conditions of confinement that are worse than those experienced by the general population detainees can result in the detainee not discussing his or her suicidal intentions and falsely showing an appearance of a swift recovery.

2. Clothing, Hygiene, and Privacy

The qualified mental health professional shall assess...
the detainee to determine whether a suicide smock is necessary. The facility may allow suicidal detainees under constant one-to-one monitoring to wear the standard issue clothing, minus any shoes, laces, belts, or other accessories that could be used by a detainee to commit suicide or self-harm.

Detainees should be provided suicide smocks to wear only when medically or clinically indicated. Such special clothing must provide the detainee with sufficient warmth and modesty. A decision whether to provide underwear to detainees in suicide smocks shall be made by the clinical medical authority. Under no circumstance shall they be held without clothing.

Suicidal detainees shall be allowed to shower, perform bodily functions, and change clothing with as much privacy as possible under the continuous observation of staff, and without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances. Although staff of the opposite gender can be assigned to suicide watch, including constant observation, the facility must have procedures in place that enable a detainee on suicide watch to avoid exposing himself or herself to nonmedical staff of the opposite gender. This may be accomplished, for example, by substituting medical staff or same gender security staff to observe the periods of time when a detainee is showering, performing bodily functions, or changing clothes. It may also be accomplished by providing a shower with a partial curtain or other privacy shields. The privacy standards apply whether the viewing occurs in a cell or elsewhere.

However, any privacy accommodations must be implemented in a way that does not pose a safety risk for the individual on suicide watch. Safety is paramount when conducting a suicide watch, and if an immediate safety concern or detainee conduct makes it impractical to provide same gender coverage during a period in which the inmate is undressed, the detainee should continue to be observed, and any such incident should be documented.

3. Transfer to an Outside Facility

Any detainee who is believed to be in need of seclusion, and/or restraint due to self-harming or suicidal behavior should be transferred to a psychiatric facility, if deemed medically necessary to appropriately treat the needs of the detainee.

4. Post-Discharge from Suicide Watch

All detainees discharged from suicide watch-observation should be re-assessed within 72 hours and then periodically at intervals prescribed by the treatment plan and consistent with the level of acuity by an appropriately trained and qualified medical staff member at intervals consistent with the level of acuity.

G. Communication

1. Transfer of Detainee to ICE/ERO Custody

Upon change of custody to ICE/ERO from federal, state, or local custody, ICE/ERO staff or designee shall inquire into any known prior suicidal behaviors or actions, and, if behaviors or actions are identified, shall ensure detainee safety pending evaluation by a medical provider. The patient’s “medical summary report” shall be transferred in accordance with standard “7.4 Detainee Transfers.”

2. Continuity of Communication Regarding Detainees in ICE/ERO Custody

Consistent communication shall be maintained between medical, mental health and correctional staff through a variety of mechanisms, in order to mitigate the risk for significant self-harm/suicide. Such communication shall include the following:

a. intake forms;
b. daily briefings;
c. shift change briefings;
d. medical progress notes;
e. special needs forms;
f. medical/psychiatric alerts; and
g. transfer summaries.

H. Intervention

Following a suicide attempt, security staff shall initiate and continue appropriate life-saving measures until relieved by arriving medical personnel. Arriving medical personnel shall perform appropriate medical evaluation and intervention. The CMA or designee shall be notified when a detainee requires transfer to a local hospital or emergency room.

I. Notification and Reporting

In the event of a suicide attempt, all appropriate ICE and ICE Health Service Corps (IHSC) officials shall be notified through the chain of command. The detainee’s family, if known, and appropriate outside authorities shall also be immediately notified.

In the event that a detainee dies as a result of a suicide, the Notification and Reporting of Detainee Deaths Directive shall be followed.

In both cases, medical staff shall complete an Incident Report Form within 24 hours, and all staff who came into contact with the detainee before the suicide attempt or death shall submit a statement describing their knowledge of the detainee and the incident.

J. Review

Every death that results from a suicide shall be subject to a mortality review process and the Notification and Reporting of Detainee Deaths Directive shall be followed. ICE shall make arrangements to complete a psychological reconstruction of the suicide. The mortality review process shall include review of: circumstances surrounding the incident, facility procedures relevant to the incident, training of staff, medical/mental health reports, identification of possible precipitating factors, recommendations for changes in response to the incident (e.g., policy, training or re-training, counseling, reprimand or discipline of staff identified as failing to follow suicide prevention procedures, physical plant, medical or mental health services and operational procedures).

K. Debriefing

A critical incident debriefing following a suicide or serious suicide attempt shall be offered to all affected staff and detainees within 24 to 72 hours after the critical incident.

L. Detainee Mental Health Follow-up

Following a suicide or serious suicide attempt, the facility should offer appropriate mental health services to other detainees who may have been affected.
4.7 Terminal Illness, Advance Directives and Death

I. Purpose and Scope

This detention standard ensures that each facility’s continuum of health care services addresses terminal illness and advance directives, and provides specific guidance in the event of a detainee’s death.

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 continuum of health care services provided to detainees shall address terminal illness and advance directives. Appropriate to the circumstances, each detainee shall be provided with an option to complete an advance medical directive;

2. **The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.**

3. In the event of a detainee’s death, or a detainee becomes gravely ill, specified officials as listed herein and required by ICE policies and the detainee’s designated next of kin shall be notified immediately;

4. In the event of a detainee’s death, required notifications shall be made to authorities outside of ICE/ERO (e.g., the local coroner or medical examiner), and required procedures shall be followed regarding such matters as autopsies, death certificates, burials and the disposition of decedent’s property. Established guidelines and applicable laws shall be observed in regard to notification of a detainee death while in custody;

5. The health services administrator (HSA) at the facility where the detainee was housed at the time of his/her death shall ensure the decedent’s medical record is reviewed for completeness and closed out; and

6. In the event of a detainee death, all property of the detainee shall be returned within two weeks to the detainee’s next of kin, unless property of the decedent is being held as part of an investigation into the circumstances of death;

7. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Terminal Illness, Advance Directives and Death” dated 12/2/2008.

IV. References

National Commission on Correctional Health Care, Standards for Health Care in Jails (20082014):149.

ICE/ERO Performance-based National Detention Standards 2011: “4.3 Medical Care.”


V. Expected Practices

A. Terminal Illness

When a detainee’s medical condition becomes life-threatening, the facility’s clinical medical authority (CMA), or HSA, shall:

1. Arrange the transfer of the detainee to an appropriate off-site medical or community facility if appropriate and medically necessary; and

2. Immediately notify the facility administrator and/or ICE/ERO Field Office Director both verbally and in writing of the detainee’s condition. The memorandum shall describe the detainee’s illness and prognosis.

The facility administrator, or designee, shall immediately notify ICE/ERO and IHSC.

A detainee in a community hospital remains detained under ICE/ERO authority, such that ICE/ERO retains the authority to make administrative, non-medical decisions affecting the detainee (visitors, movement, authorization of care services, etc.). However, upon physical transfer of the patient to the community hospital’s care, the hospital assumes:

1. medical decision-making authority consistent with the contract (drug regimen, lab tests, x-rays, treatments, etc.); and

2. authority over the detainee’s treatment, which is exercised by the hospital’s medical staff once IHSC is notified of admission. However, IHSC managed care and the facility’s HSA shall follow up on a daily basis to receive information about major developments.

To that end, the hospital’s internal rules and procedures concerning seriously ill, injured and dying patients shall apply to detainees. The Field Office Director or designee shall immediately notify (or make reasonable efforts to notify) the detainee’s next-of-kin of the medical condition and status, the detainee’s location, and the visiting hours and rules at that location, in a language or manner which they
can understand.

ICE/ERO, in conjunction with the medical provider, shall provide family members and any others as much opportunity for visitation as possible, in keeping with the safety, security and good order of the facility. Facility staff shall be reminded to observe and maintain safety and security measures while finding ways to respectfully accommodate the family and detainee needs at this sensitive time.

B. Living Wills and Advance Directives

Once a detainee is diagnosed as having a terminal illness or remaining life expectancy of less than one year, the medical staff shall offer the detainee access to forms or other related materials on Advanced Directives or Living Wills, including the appropriate translation services when needed. Likewise, when the detainee is held at an off-site facility, staff at that facility may assist the detainee in completing an Advance Directive and/or Living Will.

All facilities shall use the State Advance Directive form, appropriate to the state in which the facility is located, for implementing Living Wills and Advance Directives, the guidelines for which include instructions for detainees who wish to:

1. have a living will other than the generic form made available by medical staff; or
2. appoint another individual to make advance decisions for him/her.

At any time, a detainee may request forms or other related materials on Advanced Directives or Living Wills. These may be prepared by the detainee’s attorney at the detainee’s expense.

When the terms of the Advanced Directive must be implemented, the medical professional overseeing the detainee’s care shall contact the appropriate ICE/ERO representative.

ICE/ERO may seek judicial or administrative review of a detainee’s Advance Directive as appropriate.

C. Do Not Resuscitate (DNR) Orders

Each facility holding detainees shall establish written policy and procedures governing DNR orders. Local procedures and guidelines must be in accordance with the laws of the state in which the facility is located.

Health care shall continue to be provided consistent with the DNR order. If the DNR order is not physically present or there is any question about the validity of the document, appropriate resuscitative aid shall be rendered until the existence of an active, properly executed DNR is verified.

Each facility’s DNR policy shall comply with the following stipulations:

1. a DNR written by a staff physician requires the CMA’s approval;
2. the policy shall protect basic patient rights and otherwise comply with state requirements and jurisdiction in which the facility is located;
3. a decision to withhold resuscitative services shall be considered only under specified conditions:
   a. the detainee is diagnosed as having a terminal illness;
   b. the detainee has requested and signed the order (if the detainee is unconscious, incompetent, or otherwise unable to participate in the decision, staff shall attempt to obtain the written concurrence of an immediate family member, and the attending physician shall document these efforts in the medical record); and
   c. the decision is consistent with sound medical practice, and is not in any way associated with assisting suicide, euthanasia or other such
measures to hasten death; and
4. the detainee’s medical file shall include documentation validating the DNR order:
a. a standard stipulation at the front of the in-patient record, and explicit directions: “do not resuscitate” or “DNR”; and
b. forms and memoranda recording:
1) diagnosis and prognosis;
2) express wishes of the detainee (e.g., living will, advance directive, or other signed document);
3) immediate family’s wishes, if immediate family has been identified;
4) consensual decisions and recommendations of medical professionals, identified by name and title;
5) mental competency (psychiatric) evaluation, if detainee concurred in, but did not initiate, the DNR decision; and
6) informed consent evidenced, among other things, by the legibility of the DNR order, signed by the ordering physician, and CMA; and
5. a detainee with a DNR order may receive all therapeutic efforts short of resuscitation;
6. the facility shall follow written procedures for notifying attending medical staff of the DNR order; and
7. as soon as practicable, the CD or HSA shall notify the IHSC medical director and the respective ICE Office of Chief Counsel of the basic circumstances of any detainee for whom a DNR order has been filed in the medical record.

D. Organ Donation by Detainees
If a detainee wants to donate an organ:

1. the organ recipient must be a member of the donor’s immediate family;
2. the detainee may not donate blood or blood products;
3. all costs associated with the organ donation (e.g., hospitalization, fees) shall be at the expense of the detainee, involving no Government funds;
4. the detainee shall sign a statement that documents his/her:
   a. decision to donate the organ to the specified family member;
   b. understanding and acceptance of the risks associated with the operation;
   c. that the decision was undertaken of his/her own free will and without coercion or duress; and
   d. understanding that the Government shall not be held responsible for any resulting medical complications or financial obligations incurred;
5. IHSC medical staff shall assist in the preliminary medical evaluation, contingent on the availability of resources; and
6. the facility shall coordinate arrangements for the donation.

E. Death of a Detainee in ICE/ERO Custody
Each facility shall have written policy and procedures to be followed to notify ICE/ERO officials, next-of-kin and consulate officials of a detainee’s death, in accordance with ICE Directive on Notification and Reporting of Detainee Deaths, Directive 7.9-0, October 1, 2009.

F. Disposition of Property
Facilities shall turn over the property of the
decedent to ICE/ERO within one week for processing and disposition. Unless property of a decedent is being held as part of an investigation into the circumstances of death, that property should be returned to the decedent’s next of kin, if known, within two weeks.

G. Disposition of Remains

Within seven calendar days of the date of notification, either in writing or in person, the family shall have the opportunity to claim the remains. If the family chooses to claim the body, the family shall assume responsibility for making the necessary arrangements and paying all associated costs (e.g., transportation of body, burial).

If the family wishes to claim the remains, but cannot afford the transportation costs, ICE/ERO may assist the family by transporting the remains to a location in the United States. As a rule, the family alone is responsible for researching and complying with airline rules and federal regulations on transporting the body; however, ICE/ERO may coordinate the logistical details involved in returning the remains.

If family members cannot be located or decline orally or in writing to claim the remains, ICE/ERO shall notify the consular, in writing, after which the consular shall have seven calendar days to claim the remains and be responsible for making the necessary arrangements and paying all costs incurred (e.g., moving the body, burial).

If neither the family nor the consulate claims the remains, ICE/ERO shall schedule an indigent’s burial, consistent with local procedures. However, if the detainee’s record indicates U.S. military service, before proceeding with the indigent burial arrangements, ICE/ERO shall contact the Department of Veterans Affairs to determine whether the decedent is eligible for burial benefits.

The Chaplain may advise the facility administrator and others involved about religious considerations that could influence the decision about the disposition of remains.

Under no circumstances shall ICE/ERO authorize cremation or donation of the remains for medical research.

H. Death Certificate

The facility administrator shall specify policy and procedures regarding responsibility for proper distribution of the death certificate, as follows:

1. send the original to the person who claimed the body, with a certified copy in the A-file on the decedent; or
2. if the decedent received an indigent’s burial, place the original death certificate in the A-file.

I. Autopsies

Each facility shall have written policy and procedures to implement the provisions detailed below in this section.

1. the facility chaplain shall be involved in formulation of the facility’s procedures;
2. because state laws vary greatly, including when to contact the coroner or medical examiner, the respective ICE Office of Chief Counsel shall be consulted; and
3. a copy of the written procedures shall be forwarded to the ICE Office of Chief Counsel.

The written procedures shall address, at a minimum, the following:

1. contacting the local coroner or medical examiner, in accordance with established guidelines and applicable laws;
2. scheduling the autopsy;
3. identifying the person who shall perform the autopsy;
4. obtaining the official death certificate; and
5. transporting the body to the coroner or medical examiner’s office.

a. Who May Order an Autopsy
   The FBI, local coroner, medical examiner, ICE personnel or clinical medical/administrative health authority may order an autopsy and related scientific or medical tests to be performed in a homicide, suicide, fatal accident or other detainee’s death, in accordance with established guidelines and applicable laws.

   The FBI, local coroner, medical examiner, ICE personnel or clinical medical/administrative health authority may order an autopsy or post-mortem operation for other cases, with the written consent of a person authorized under state law to give such consent (e.g., the local coroner or medical examiner, or next-of-kin), or authorize a tissue transfer authorized in advance by the decedent.

b. Making Arrangements for an Autopsy
   Medical staff shall arrange for the approved autopsy to be performed by the local coroner or medical examiner, in accordance with established guidelines and applicable laws:

   1) while a decision on an autopsy is pending, no action shall be taken that shall affect the validity of the autopsy results; and

   2) local law may also require an autopsy for death occurring when the decedent was otherwise unattended by a physician.

3) Religious Considerations
   It is critical that the Field Office Director, or designee, verify the detainee’s religious preference prior to final authorizations for autopsies or embalming, and accommodate religious-specific requirements.
4.8 Disability Identification, Assessment, and Accommodation

I. Purpose and Scope

This detention standard requires that facilities housing ICE/ERO detainees act affirmatively to prevent disability discrimination. It outlines the necessary processes to ensure that detainees with a disability will have an equal opportunity to participate in, access, and enjoy the benefits of the facility’s programs, services, and activities. Such participation will be accomplished in the least restrictive and most integrated setting possible, through the provision of reasonable accommodations, modifications, and/or auxiliary aids and services, as necessary, and in a facility that is physically accessible.

This detention standard applies to the following types of facilities housing 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”). For purposes of this standard, reasonable accommodations, disability-related modifications, and auxiliary aids and services are collectively referred to as “accommodations” or “reasonable accommodations.”

1. In addition to the requirements in this detention standard, the facility shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990, as amended (ADA), if applicable, and any other applicable federal, state or local laws or regulations related to nondiscrimination and accommodation for individuals with disabilities.

2. The facility will provide reasonable accommodations to provide detainees with disabilities an equal opportunity to access, participate in, or benefit from the facility’s programs, services, and activities.

3. When considering what reasonable accommodations to provide, the facility will engage in an interactive and individualized process that considers the detainee’s needs and gives primary consideration to the preferences of the detainee with a disability, as outlined in this standard.

4. The facility shall develop policies or procedures to allow for effective communication with detainees with disabilities – which may include the provision of auxiliary aids and services – during the interactive process as well as within the facility generally.

5. Each facility shall designate at least one staff member to serve as the facility’s Disability
Compliance Manager. This individual will assist in ensuring compliance with this standard and all applicable federal, state and local laws related to accommodations for detainees with disabilities.

6. The facility orientation program and the detainee handbook shall notify and inform detainees about the facility’s disability accommodations policy, including their right to request reasonable accommodations and how to make such a request.

7. Facility staff shall receive training on reasonable accommodations policies and procedures, to include the actions they must take upon identifying a detainee with a disability who may require an accommodation, modification, and/or auxiliary aid or service.

8. The facility shall provide detainees with disabilities who are limited in their English proficiency (LEP) with meaningful access to its programs and activities through language assistance, including bilingual staff or professional interpretation and translation services. Meaningful access to facility programs and activities includes the effective communication of the applicable content and procedures in this standard.

9. The facility shall provide physical access to programs and activities in the least restrictive setting possible, and in the most integrated setting appropriate to the needs of the detainee with a disability. Detainees with disabilities requiring an assistive device, such as a crutch or wheelchair, shall normally be permitted to keep those items with them at all times. Removal of any such devices because of concerns related to safety and security must be based on individualized review and the justification documented. A detainee’s disability or need for assistive devices or equipment may not provide the sole basis for the facility’s decision to place the detainee apart from the general population.

10. Compliance with the reasonable accommodations policies and procedures articulated in this standard shall be consistently documented where practicable, as stated in this standard.

11. The facility administrator shall convene a multidisciplinary team to assess the cases of detainees with communication and mobility impairments, detainees whose initial requests for accommodations have been denied, and complex cases. The multidisciplinary team will determine whether the detainee has a disability, whether the detainee requires an accommodation to access the facility’s programs and activities, and whether to grant or recommend denying the requested accommodation. Any denial by the multidisciplinary team of a request for accommodation related to a disability must be approved by the facility administrator or assistant facility administrator.

12. The local ICE/ERO Field Office shall be notified no later than 72 hours after the completed review and assessment of any detainee with a communication or mobility impairment. Facilities shall also notify the Field Office within 72 hours of any denial of a detainee’s request for a disability-related accommodation.

13. Detainees shall be permitted to raise concerns about disability-related accommodations and/or the accommodations process through the grievance system, as outlined in standard 6.2 “Grievance System.” Facilities shall ensure that detainees with disabilities have equal opportunity to access and participate in the grievance system, including by allowing for
effective communication, which can include the provision of auxiliary aids and services, throughout the process.

III. Standards Affected

Not applicable.

IV. References

ICE/ERO Performance-Based National Detention Standards 2011:

- “1.3 Transportation (by Land)”;
- “2.1 Admission and Release”;
- “2.2 Custody Classification System”;
- “2.6 Hold Rooms in Detention Facilities”;
- “2.11 Sexual Abuse and Assault Prevention and Intervention”;
- “2.13 Staff-Detainee Communication”;
- “3.1 Disciplinary System”;
- “4.3 Medical Care”;
- “4.5 Personal Hygiene”;
- “5.2 Trips for Non-Medical Emergencies”;
- “5.4 Recreation”;
- “5.5 Religious Practices”;
- “5.6 Telephone Access”;
- “5.8 Voluntary Work Program”;
- “6.2 Grievance System”;


Section 504 of the Rehabilitation Act of 1973, and


ICE Policy No. 11065.1, “Review of the Use of Segregation for ICE Detainees” (Sept. 4, 2013).

V. Expected Practices

A. Definitions

1. Disability

For purposes of these detention standards, the term “disability” means either of the below:

a. a physical or mental impairment that substantially limits one or more of an individual’s major life activities; or

b. a record of such a physical or mental impairment.

“Major life activities” are basic activities that a detainee without a disability in the general population can perform with little or no difficulty, including, but not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity can also include the operation of major bodily functions, like the immune, endocrine, and neurological systems; normal cell growth; digestion, respiration, and circulation; and the operations of the bowel, bladder, and brain.

2. Communication Impairments
Detainees with “communication impairments” include detainees with physical, hearing, vision, and speech impairments (e.g., detainees who have hearing loss or are deaf; blind; have visual impairments; or nonverbal).

3. Mobility Impairments

Detainees with “mobility impairments” include detainees with physical impairments who require a wheelchair, crutches, prosthesis, cane, or other mobility device, or other assistance.

4. Programs, Services, or Activities

For purposes of these standards, the “programs,” “services,” “benefits,” and/or “activities” of a detention facility include all aspects of the facility’s operations that involve detainees. These include, but are not limited to, housing placements, medical care, safety and security protocols, food services, correspondence, visitation, grievance systems, transfers, and detainee programming and scheduled activities such as law and leisure libraries, religious services, educational or vocational classes, work programs, and recreation.

5. Auxiliary Aids or Services

“Auxiliary aids or services” are services or devices that allow for effective communication by affording individuals with impaired vision, hearing, speaking, sensory, and manual skills an equal opportunity to participate in, and enjoy the benefits of, programs and activities. Such aids or services include interpreters, written materials, note-takers, video remote interpreting services, or other effective methods of making aurally delivered materials available to detainees with hearing impairments; readers, taped texts, materials or displays in Braille, secondary auditory programs, or other effective methods of making visually delivered materials available to detainees with visual impairments; acquisition or modification of equipment or devices; and other similar services and actions.

6. Reasonable Accommodations

For purposes of these standards, “reasonable accommodation” means any change or adjustment in detention facility operations, any modification to detention facility policy, practice, or procedure, or any provision of an aid or service that permits a detainee with a disability to participate in the facility’s programs, services, activities, or requirements, or to enjoy the benefits and privileges of detention programs equal to those enjoyed by detainees without disabilities. Examples of “reasonable accommodations” include, but are not limited to, proper medication and medical treatment; accessible housing, toilet, and shower facilities; devices like bed transfer, accessible beds or shower chairs, hearing aids, or canes; and assistance with toileting and hygiene.

When considering requests for reasonable accommodations or modifications, the facility shall engage in an interactive and individualized process as outlined in section F below.

For the purposes of this standard, and particularly section F below, reasonable accommodations, disability-related modifications, and auxiliary aids and services are collectively referred to as “accommodations” or “reasonable accommodations.”

B. Written Policy and Procedures, and Compliance Manager

1. Reasonable Accommodation Policy

The facility shall develop written policy and procedures, including reasonable timelines, for reviewing detainees’ requests for accommodations related to a disability and for providing accommodations (including interim accommodations), modifications, and reassessments. These policies and procedures shall
be consistent with the processes outlined in this standard.

2. Disability Compliance Manager

The facility shall designate a Disability Compliance Manager to assist facility personnel in ensuring compliance with this standard and all applicable federal, state, and local laws related to accommodation of detainees with disabilities. The Disability Compliance Manager may be the Health Services Administrator, a member of the medical staff, or anyone with relevant knowledge, education, and/or experience.

C. Identification

A detainee may identify him- or herself as having a disability and/or request a reasonable accommodation at any point during detention. Detainees may submit a formal or informal (i.e., verbal or written) request for accommodations or assistance. Requests should be reviewed in context, and do not need to include the words “disability” or “accommodation” to be considered a request for accommodations. The facility shall also consider information submitted by a third party, such as an attorney, family member, or other detainee identifying a detainee with a disability or a detainee’s need for an accommodation.

Further, it is incumbent upon facility staff to identify detainees with impairments that are open, obvious, and apparent. Identification of detainees with potential disabilities (i.e., impairments that are open, obvious, and apparent) may occur through medical or intake screenings, or through direct observation. Staff should be particularly vigilant for impairments that affect a detainee’s mobility or ability to communicate. Upon identifying a detainee with a potential disability, the facility shall review the need for any necessary accommodations pursuant to Section F below.

The processes described in this standard apply to any detainee who has requested an accommodation or auxiliary aid or service, or who has otherwise been identified as potentially needing an accommodation.

D. Physical Accessibility and Most Integrated Setting Possible

1. Physical Accessibility

The facility shall comply with all applicable federal, state, and local laws and regulations related to the accessibility of safe and appropriate housing for detainees with disabilities.

The facility will ensure that detainees with disabilities are able to physically access its programs, services, and activities. This includes, for example, ensuring detainees with disabilities can access telephones, as well as toileting and bathing facilities.

2. Most Integrated Setting

Every detainee with a disability will be housed in a space that affords him or her safe, appropriate living conditions. Detainees with disabilities should be provided access to the facility’s programs and services in the least restrictive setting possible and the most integrated setting appropriate to the needs of the detainee with a disability.

Detainees with disabilities shall generally be permitted to keep assistive devices (including such aids as canes and crutches) with them at all times, including in general population. Placement apart from the general population due to security concerns related to the use of any such item must be based on individualized review, and the justification for the placement must be documented, whether the detainee is placed in an SMU, medical clinic, or elsewhere. The justification shall set forth the individualized assessment of the safety or security concern created by the assistive device that could
not be eliminated or mitigated by modification of policies or procedures.

A detainee’s disability or need for accommodations may not provide the sole basis for a decision to place the detainee in an SMU. An individualized assessment must be made in each case, and the justification for the placement documented.

E. Effective Communication

Throughout the facility’s programs and activities, including at all stages of the reasonable accommodation process, the facility must take appropriate steps to allow for effective communication with detainees with disabilities to afford them an equal opportunity to participate in, and enjoy the benefits of, the facility’s programs and activities. Steps to ensure effective communication may include the provision and use of auxiliary aids or services for detainees with vision, hearing, sensory, speech, and manual impairments, as needed. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual detainee, the nature, length, and complexity of the communication involved, and the context in which the communication is taking place. In determining what types of auxiliary aids or services are necessary, the facility shall give primary consideration to the request of the detainee with a disability.

Use of other detainees to interpret or facilitate communication with a detainee with a disability may only occur in emergencies.

F. Reasonable Accommodations Process

The facility’s process to appropriately accommodate a detainee with a disability will differ depending on the nature of the impairment or disability being addressed. However, in certain cases, the facility administrator or his or her designee shall automatically convene a multidisciplinary team, as described in section 4 below.

1. Immediate Accommodations

The facility shall provide detainees with disabilities with necessary accommodations in an expeditious manner. In many situations, the facility will be able to immediately grant a detainee’s request for an accommodation. Where a request for accommodation is immediately granted and provided, and the accommodation fully addresses the detainee’s ability to access the facility’s programs and activities, the facility’s response will not ordinarily involve referral to a multidisciplinary team.

2. Medical and Mental Health Treatment

Many detainees with disabilities will receive medical and/or mental health treatment from the facility’s clinical medical authority. Where a detainee with a disability is fully able to access the facility’s programs and activities through the provision of appropriate medical or mental health treatment, further interactive process may not be necessary. However, where the provision of accommodations depends on medical expenditures requiring ICE authorization, the facility shall consider whether there are any interim accommodations that would afford the detainee access to its programs and activities pending ICE authorization (for example, providing a wheelchair as an interim accommodation to allow for mobility while a prosthesis is repaired), and shall provide to the detainee any such interim accommodations it identifies.

3. Detainees with Cognitive, Intellectual, or Developmental Disabilities

Referral to the multidisciplinary team may be
appropriate for detainees who are identified as having a cognitive, intellectual, or developmental disability, including a traumatic brain injury. Such detainees may face difficulties navigating the detention environment, including disciplinary, grievance, and other processes. Additionally, such detainees may not understand the process for requesting an accommodation or be aware of limitations on their access to facility programs. Facility staff should not require the detainee’s participation in the assessment process, and should be sensitive to the fact that some detainees in this category may not perceive themselves as having a disability. However, facility staff should provide appropriate assistance to a detainee with a cognitive, intellectual, or developmental disability, even if not explicitly requested (for example, reading and explaining a form to a detainee with limited cognitive abilities).

Pursuant to Standard 4.3 “Medical Care,” the facility is also required to report the identification of detainees with certain cognitive, intellectual, or developmental disabilities to the ICE/ERO Field Office.

4. Multidisciplinary Team

Requests or referrals that require an evaluation by a multidisciplinary team include: (1) detainees with mobility impairments; (2) detainees with communication impairments; (3) detainees whose initial requests for accommodations or assistance have been denied; (4) detainees who have filed grievances about the accommodation of their disabilities or impairments; (5) detainees whose requests are complex or best addressed by staff from more than one discipline (e.g., security, programming, medical, or mental health, etc.); and (6) detainees whose cases are otherwise determined by facility staff to be appropriate for referral to the team.

The multidisciplinary team will include a healthcare professional and any additional facility staff with requisite knowledge of and/or responsibility for compliance with disability policies and procedures. The team may consist of two or more staff and may have different members at different times, depending on the detainee or request for accommodations under review. When appropriate, the multidisciplinary team shall consult with ICE/ERO to obtain guidance, information, and/or resources for providing accommodations.

The team is encouraged to consult with local and community resources that may have subject matter expertise on the provision of accommodations, modifications, and services. This consultation may include training, information on the availability of accommodations and services, and best practices. However, all external communications regarding individual detainees are subject to applicable privacy limitations and protections and must be conducted in a manner consistent with the Privacy Act.

a. Interaction with the Detainee

Given the importance of considering information from the detainee, the multidisciplinary team shall make a good faith attempt to interview the detainee and determine the nature of the detainee’s disability, any difficulties the detainee experiences in accessing the facility or its programs or services, and the detainee’s specific requests or needs for accommodation, if any.

The multidisciplinary team will respect any detainee’s decision to decline to participate in the accommodation process, including the invitation to interview with the multidisciplinary team. If a detainee declines such an invitation, the multidisciplinary team will document this declination.

b. Multidisciplinary Team Determinations
The multidisciplinary team will determine whether the detainee has a disability, whether the detainee requires an accommodation to meaningfully access the facility’s programs and activities, and whether to grant or recommend denying the requested accommodation (if any) or propose an alternate, equally effective accommodation. The multidisciplinary team will issue a written decision, including the documentation outlined below, within 5 working days of the request or referral.

If there is a delay in determining whether to approve an accommodation request or in providing the detainee with an approved accommodation, the multidisciplinary team shall consider whether there are any interim accommodations that would afford the detainee access to its programs and activities pending the final disposition of the request or the provision of approved accommodations. The facility shall provide to the detainee any such interim accommodations it identifies.

Where the multidisciplinary team approves a request for an accommodation, but the recommended accommodation requires approval from ICE (i.e., expenditures on medical treatment, medication, and durable medical equipment that require HfSC authorization), the team will inform the detainee of the decision and the status of the request with ICE and shall consider whether to provide an interim accommodation. The facility shall provide to the detainee any such interim accommodations it identifies.

Where the multidisciplinary team approves a request for accommodations, and can immediately provide the necessary accommodation, that decision will be the final facility determination, and the team will follow the notification procedures outlined below and implement the approved accommodations as quickly as possible.

c. Final Review of Any Denial by Facility Administrator or Assistant Facility Administrator

Any denial by the multidisciplinary team of a request for accommodation related to a disability must be approved by the facility administrator or assistant facility administrator. Such denials include all cases in which the multidisciplinary team determines that accommodations, including all requested accommodations, should be denied; or that alternate unrequested accommodation(s) should be provided. The facility administrator shall complete his or her review of the multidisciplinary team’s decision within 3 working days of the team decision.

d. Detainee Notification

The facility will provide the detainee with written notification of the final decision on his or her request for accommodation, regardless of whether an accommodation was granted or denied, and regardless of whether the accommodation requires further approval by ICE. Notification that an approved accommodation request has been granted or submitted to ICE will be provided at the conclusion of the multidisciplinary team review. Notification of a denied accommodation, or provision of an alternate, unrequested accommodation, will be provided only after review and concurrence by the facility administrator or assistant facility administrator, and will include a justification for the denial. Notification shall be provided in a language or manner the detainee can understand.

e. Staff Notification
Where an accommodation is granted, facility policy or procedures will ensure that all relevant facility staff, including facility security staff, receive timely notification and, as needed, instructions for successful implementation of the accommodation. These procedures will also account for any applicable privacy and confidentiality considerations.

f. Initial and Periodic Reassessments

An initial re-assessment of approved accommodations must be completed within 30 days of the original assessment by the multidisciplinary team. All reassessments shall include a good faith attempt to interview the detainee regarding the current accommodations provided and the need, if any, for changes to the detainee’s accommodation plan.

Subsequent periodic reassessments of approved accommodations shall take place at a minimum every 90 days thereafter, unless requested sooner by the detainee. Such reassessments should evaluate the efficacy of the accommodation(s) provided, the continued need for accommodation and whether alternate accommodation(s) would be more effective or appropriate. Initial and periodic reassessments shall be documented in the detainee’s medical and/or facility file.

g. Documentation

After the facility has completed its review of a detainee with a disability or of a request for an accommodation, facility staff shall place written documentation of the following in the detainee’s medical and/or detention file, as appropriate:

1) date of the initial assessment interview with the detainee with a potential disability, along with the name(s) and title(s) of any/all facility staff in attendance;

2) summary of the detainee’s request, if any, including any specific accommodations requested, and any information or observations related to the detainee’s disability;

3) finding on whether the detainee has a disability and how the disability or impairment limits the detainee’s ability to access programs or activities within the detention setting;

4) the facility’s final decision on any requested accommodations;

5) provision of any aids or services to the detainee, including the specific type(s) of accommodation provided and/or steps taken by the facility, and the implementation date(s);

6) a copy of any written notification provided to the detainee, including the justification in the case of a denial; and

7) the results and date(s) of any reassessment(s), if applicable, including reasons for any decisions made.

G. Denial of an Accommodation

Permissible reasons for the facility to deny an accommodation to a detainee who has been determined to have a disability include: (1) the detainee is not denied access to the facility’s programs or activities because of a disability; (2) there is not a nexus between the disability and the requested accommodation; (3) the requested accommodation would fundamentally alter the nature of the program, service, or activity; (4) the requested accommodation would result in an undue financial and administrative burden; or (5) the detainee poses a direct threat to staff or other detainees.

Both “fundamental alteration” and “undue financial
and administrative burden” are generally high standards that are difficult to meet. Further, if a particular accommodation would result in an undue financial and administrative burden or fundamental alteration, the facility must take any other action that would not result in such an undue burden or fundamental alteration but would nevertheless ensure that, to the maximum extent possible, detainees with a disability receive the benefits and services of the program or activity. Similarly, determinations that individuals pose a “direct threat” are generally very rare, and require a careful, individualized assessment as described below.

1. Fundamental Alteration

A “fundamental alteration” to a facility’s programs, services, or activities is a change that is so significant that it alters the essential nature of the program, service, or activity offered. Whether a change constitutes a fundamental alteration is a determination that must be made on a case-by-case basis, and that must consider the unique characteristics of each facility and each detainee with a disability.

2. Undue Financial and Administrative Burden

An “undue financial and administrative burden” is a significant difficulty or expense related to a facility’s operations, programs, or activities. In evaluating whether a particular accommodation would result in an undue burden, the facility must consider all resources available for use in the funding and operation of the conducted program or activity as a whole.

3. Direct Threat

The facility may justify the denial of an accommodation to a detainee with a disability on the basis of the detainee posing a direct threat to staff or other detainees only if providing the accommodation would unavoidably exacerbate the threat. The determination that a detainee with a disability poses such a direct threat to staff or other detainees must be reached through an individualized assessment by a multidisciplinary team. The assessment must rely on reasonable judgment and current medical evidence, or the best available objective evidence, to determine the nature, duration, and severity of the risk, and whether any modifications of policies, practices, or procedures can mitigate or eliminate the risk. Detainees who are found to pose a direct threat are nevertheless entitled to auxiliary aids or services to allow for effective communication.

H. External Notifications

1. Notification of a Detainee with a Communication or Mobility Impairment

The facility shall notify the Field Office Director as soon as practicable, but no later than 72 hours, after the multidisciplinary team has completed its review of the needs of any detainee with a communication or mobility impairment. This notification must include, at a minimum,

a. the nature of the detainee’s disability or impairment;

b. the accommodation requested by the detainee; and

c. the facility’s plan to accommodate the detainee.

2. Notification of Facility Denials and Provision of Alternative Accommodations

The facility shall notify the Field Office Director in writing within 72 hours of any final denial by the facility administrator or assistant facility administrator of any accommodations request reviewed by the multidisciplinary team. This notification must include, at a minimum,

a. the nature of the detainee’s disability;

b. the accommodation requested by the detainee;
c. the reason for denial; and

d. any steps the facility has taken to address the
detainee’s needs.

ICE may review the facility’s denial of a request for
an accommodation. The facility shall provide
additional information as needed to further ICE’s
review, and shall cooperate with ICE on any
additional steps that may be necessary.

I. Staff Training

Training on the facility’s Disability and Reasonable
Accommodations procedures shall be provided to
employees, volunteers, and contract personnel, and
shall also be included in annual refresher training
thereafter. New facility staff, including contractors
and volunteers, shall receive this training as part of
the Initial Orientation training required by Standard
7.3. The level and type of training for volunteers
and contractors will be based on the services they
provide and their level of contact with detainees;
however, all volunteers and contractors who have
any contact with detainees must be notified of the
facility’s disability accommodations policy.

“Appendix 4.8.A: Resources” following this
standard lists resources available from the U.S.
Department of Justice and organizations that may
be useful in developing a training program, and/or
for direct use in training.

J. Detainee Orientation

The facility orientation program required by
standard 2.1, “Admission and Release,” and the
detainee handbook required by standard 6.1,
“Detainee Handbook,” shall notify and inform
detainees about the facility’s disability
accommodations policy, including their right to
request reasonable accommodations and how to
make such a request. The facility will post other
documents for detainee awareness in detainee living
areas and in the medical unit, as requested by the

local ICE/ERO Field Office.
Appendix 4.8.A: Resources

Note: This appendix is not, and should not be interpreted as, legal advice. This appendix is intended only as a reference. The materials referenced herein are non-exhaustive, and facilities are responsible for determining whether and how any additional laws apply.

Applicable Federal Laws and Regulations

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504)

- Section 504 prohibits discrimination on the basis of disability in programs conducted by Federal agencies, in programs receiving Federal financial assistance, in Federal employment, and in the employment practices of Federal contractors. Section 504 requires that no individual with a disability may be denied the opportunity to participate in a program, service, or activity solely by reason of a disability. The facility is required to provide reasonable modifications to provide individuals with disabilities with an equal opportunity to access, participate in, or benefit from the facility’s programs, services, and activities. When considering what reasonable modifications to provide, the facility will engage in an interactive and individualized process that considers the individual’s needs and gives primary consideration to the preferences of the individual with a disability.

- DHS’ Section 504 implementing regulations: 6 C.F.R. Part 15


Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq. (ABA)

- The ABA requires that buildings and facilities that are designed, constructed, or altered with Federal funds, or leased by a Federal agency, comply with Federal standards for physical accessibility. ABA requirements are limited to architectural standards in new and altered buildings and in newly leased facilities. They do not address the activities conducted in those buildings and facilities.

- Implementing Regulations: 41 CFR Subpart 101-19.6


U.S. Department of Homeland Security (DHS) Resources

Directive No. 065-01: Nondiscrimination for Individuals with Disabilities in DHS-Conducted Programs and Activities (Non-Employment)

- This Directive establishes the DHS policy and implementation mechanisms for ensuring nondiscrimination for individuals with disabilities served by DHS-conducted programs and activities under Section 504.

Directive 065-01-001: Instruction on Nondiscrimination for Individuals with a Disability in DHS-Conducted Programs and Activities (Non-Employment)

- This Instruction implements the DHS Directive 065-01, Nondiscrimination for Individuals with Disabilities in DHS-Conducted Programs and Activities (Non-Employment).
A Guide to Interacting with People who Have Disabilities:

- The DHS Office for Civil Rights and Civil Liberties developed this Guide to assist DHS personnel, contractors, and grantees in their interactions with people who have disabilities. Under Section 504, DHS has a legal obligation to ensure nondiscrimination in the employment of people with disabilities as well as by providing program access, physical access, effective communication, and reasonable accommodation to people with disabilities encountered and served by DHS programs and activities. Examples of these interactions include detainees with disabilities who are in ICE custody awaiting a hearing or removal; this also includes individuals with disabilities who are members of the public, a family member, friend and/or attorney of a detainee who seek to access ICE programs, services and activities. Ensuring nondiscrimination often begins by practicing effective methods for interaction, such as treating individuals with respect and using appropriate language. This Guide offers a summary of disability myths and facts, guidance on appropriate language, and tips for successfully interacting with people who have disabilities. It is intended as a general overview of the topic and does not supplant any specific policies and procedures used by the DHS Components.


- Disability.gov is the U.S. federal government website for comprehensive information about disability-related programs, services, policies, laws and regulations nationwide. The site links to thousands of resources from many different federal government agencies, as well as state and local governments and nonprofit organizations across the country. New resources are frequently added to Disability.gov’s 10 main subject areas: Benefits, Civil Rights, Community Life, Education, Emergency Preparedness, Employment, Health, Housing, Technology and Transportation.

U.S. Department of Justice, Disability Rights Section: www.ada.gov

- ADA.gov is a website operated by the Disability Rights Section in the Civil Rights Division of the U.S. Department of Justice (DOJ) to continuously provide new and updated information and guidance on the Americans with Disabilities Act (ADA) and its requirements. DOJ also operates a toll-free information line for those seeking to comply with the ADA: (800) 514-0301 for voice calls; or (800) 514-0383 for TTY. [Note: The ADA does not apply to ICE’s detention programs and activities. However, ada.gov provides helpful disability-related technical assistance materials on various subjects.]

The U.S. Access Board: www.access-board.gov

- The U.S. Access Board is an independent federal agency that promotes equality for people with disabilities through leadership in accessible design and the development of accessibility guidelines and standards for the built environment, transportation, communication,
medical diagnostic equipment, and information technology. The Board develops and maintains design criteria for the built environment, transit vehicles, telecommunications equipment, medical diagnostic equipment, and information technology. The Board also provides technical assistance and training on these requirements and on accessible design and continues to enforce accessibility standards that cover federally funded facilities. The Board's Section 508 Standards apply to electronic and information technology procured by the federal government, including computer hardware and software, websites, phone systems, and copiers. They were issued under section 508 of the Rehabilitation Act which requires access for both members of the public and federal employees to such technologies when developed, procured, maintained, or used by federal agencies. The Board operates a toll-free-line: (800) 872-2253 or TTY (800) 993-2822.
5.1 Correspondence and Other Mail

I. Purpose and Scope

This detention standard ensures that detainees shall be able to correspond with their families, the community, legal representatives, government offices and consular officials consistent with the safe and orderly operation of the 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 IGSAs facilities. Non-dedicated IGSAs 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. Detainees shall be able to correspond with their families, the community, legal representatives, government offices and consular officials.

2. Detainees shall be notified of the facility’s rules on correspondence and other mail through the detainee handbook, or supplement, provided to each detainee upon admittance.

3. The amount and content of correspondence detainees send at their own expense shall not be limited, except to protect public safety or facility security and order.

4. Indigent detainees shall receive a specified postage allowance to maintain community ties and necessary postage for privileged correspondence.

5. Detainees shall have access to general interest publications.

6. Incoming and outgoing mail, with the exception of special correspondence or legal mail, shall be opened to inspect for contraband and to intercept cash, checks and money orders.

7. General correspondence shall be read or rejected only to protect the safe, secure and orderly operation of the facility, and detainees shall be notified in writing when correspondence is withheld in part or in full.

8. Detainees shall be permitted to send special correspondence or legal mail to a specified class of persons and organizations, and incoming mail from these persons shall be opened only in the presence of the detainees (unless waived) to check for contraband (except when contamination is suspected).

9. Incoming and outgoing letters shall be held for no more than 24 hours and packages no more than 48 hours before distribution, excluding weekends, holidays or exceptional circumstances.

10. Detainees in Special Management Units (SMU) shall have the same correspondence privileges as detainees in the general population.

11. The applicable content and procedures in this...
standard shall be communicated to the detainee in a language or manner the detainee can understand. 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, telecommunication devices for deaf persons (TTYs), interpreters, and notetakers, 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 “Correspondence and Other Mail” dated 12/2/2008.

VI. References

American Correctional Association 4th Edition, Standards for Adult Detention Facilities: 4-ALDF-5B-05, 5B-06, 5B-07, 5B-08, 5B-09, 5B-10, 2A-27, 2A-60, 6A-09.

V. Expected Practices

A. General

Each facility shall have written policy and procedures concerning detainee correspondence and other mail.

The quantity of correspondence a detainee may receive or send at his/her own expense shall not be limited. Facilities shall not limit detainees to postcards and shall allow envelope mailings. For reasons of safety, security and the orderly operation of the facility, non-correspondence mail, such as packages and publications, shall be subject to certain restrictions.

B. Indigent Detainees

Ordinarily, a detainee is considered “indigent” if he/she has less than $15.00 in his/her account. Facilities shall make a timely determination as to whether a detainee is indigent.

Each facility shall have written procedures that explain how indigent detainees can request postage at government expense. Such procedures shall also be posted in a common area where all detainees can view them.

At government expense, as determined by ICE/ERO, indigent detainees shall be permitted to post a reasonable amount of mail each calendar week (see “J. Postage Costs”) below, including the following:

1. an unlimited amount of special correspondence or legal mail, within reason;
2. three pieces of general correspondence; and/or
3. packages as deemed necessary by ICE/ERO.

C. Detainee Notification

The facility shall notify detainees of its rules on correspondence and other mail through the detainee
handbook, or supplement, provided to each detainee upon admittance. At a minimum, the notification shall specify:

1. That a detainee may receive mail, the mailing address of the facility, and instructions on how envelopes shall be addressed;

2. That a detainee may send mail, the procedure for sending mail, and instructions on how outgoing mail must be addressed;

3. That general correspondence and other mail addressed to detainees shall be opened and inspected in the detainee’s presence, unless the facility administrator authorizes inspection without the detainee’s presence for security reasons;

4. The definition of special correspondence or legal mail, including instructions on the proper labeling as “special correspondence” or “legal mail” to ensure that it is treated as privileged mail; the notification shall clearly state that it is the detainee’s responsibility to inform senders of the labeling requirement;

5. That incoming special correspondence or legal mail may only be opened in the detainee’s presence, and may be inspected for contraband, but not read, and that outgoing special correspondence or legal mail shall not be opened, inspected or read;

6. That packages may neither be sent nor received without advance arrangements approved by the facility administrator, as well as information regarding how to obtain such approval;

7. A description of mail which may be rejected by the facility and which the detainee shall not be permitted to keep in his/her possession;

8. That identity documents, such as passports, birth certificates, etc., in a detainee’s possession are contraband and may be used by ICE/ERO as evidence against the detainee or for other purposes authorized by law (however, upon request, the detainee shall be provided a copy of each document, certified by an ICE/ERO officer to be a true and correct copy; the facility shall consult ICE/ERO with any and all requests for identity documents);

9. The procedure to obtain writing implements, paper and envelopes; and

10. The procedure for purchasing postage (if any), and the rules for providing indigent and certain other detainees free postage.

The rules notification shall be posted in each housing area.

The facility shall provide key information to detainees in languages spoken by any significant portion of the facility’s detainee population. 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.

D. Processing

Detainee correspondence and other mail shall be delivered to the detainee and to the postal service on regular schedules.

1. Incoming correspondence shall be distributed to detainees within 24 hours (one business day) of receipt by the facility.

2. Outgoing correspondence shall be delivered to the postal service no later than the day after it is received by facility staff or placed by the detainee in a designated mail depository, excluding weekends and holidays.

3. An exception may be made for correspondence or other mail that requires special handling for security purposes. For example, in exceptional circumstances.
circumstances, special correspondence may be held for 48 hours, to verify the status of the addressee or sender.

As a routine matter, incoming mail shall be distributed to detainees on the day received by the facility. Incoming priority, overnight, certified mail and deliveries from a private package delivery service, etc., shall be recorded with detainee signatures in a logbook maintained by the facility.

E. Packages

Each facility shall implement policies and procedures concerning detainee packages.

Detainees shall not be allowed to receive or send packages without advance arrangements approved by the facility administrator. The detainee shall pay postage for packages and oversized or overweight mail.

F. Inspection of Incoming Correspondence and Other Mail

1. General Correspondence and Other Mail

All facilities shall implement procedures for the inspection of all incoming general correspondence and other mail (including packages and publications) for contraband.

Staff shall open and inspect incoming general correspondence and other mail (including packages and publications) in the presence of the detainee unless otherwise authorized by the facility administrator. Incoming general correspondence may be read to the extent necessary to maintain security, as authorized by the facility administrator.

Inspection is generally for the purpose of detecting contraband. Reading of mail, which requires approval of the facility administrator, may be conducted at random. Mail may also be read when a specific security concern arises with respect to an individual detainee, including, but not limited to, for obtaining information such as escape plots, plans to commit illegal acts and plans to violate institution rules.

2. Special Correspondence or Legal Mail

"Special correspondence" or "legal mail" shall be defined as the term for detainees' written communications to or from any of the following:

a. private attorneys and other legal representatives;

b. government attorneys;

c. judges and courts;

d. embassies and consulates;

e. the president and vice president of the United States;

f. members of Congress;

g. the Department of Justice (including the DOJ Office of the Inspector General);

h. the Department of Homeland Security (including U.S. Immigration and Customs Enforcement, ICE Health Services Corps, the Office of Enforcement and Removal Operations, the DHS Office for Civil Rights and Civil Liberties, and the DHS Office of the Inspector General);

i. outside health care professionals;

j. administrators of grievance systems; and

k. representatives of the news media.

Correspondence shall only be treated as special correspondence or legal mail if the title and office of the sender (for incoming correspondence) or addressee (for outgoing correspondence) are unambiguously identified on the envelope, and the envelope is labeled “special correspondence” or “legal mail.”

All facilities shall implement procedures for inspecting for contraband, in the presence of the detainee, all special correspondence or legal mail.
Detainees shall sign a logbook upon receipt of special correspondence and/or legal mail to verify that the special correspondence or legal mail was opened in their presence.

Staff shall neither read nor copy special correspondence or legal mail. The inspection shall be limited to the purposes of detecting physical contraband and confirming that any enclosures qualify as special correspondence or legal mail.

G. Inspection of Outgoing Correspondence and Other Mail

1. General Correspondence and Other Mail

Outgoing general correspondence and other mail may be inspected or read if:

a. the addressee is another detainee; or

b. there is evidence the item might present a threat to the facility’s secure or orderly operation, endanger the recipient or the public or facilitate criminal activity.

The detainee must be present when the correspondence or other mail, including packages, is inspected, unless otherwise authorized by the facility administrator.

2. Special Correspondence or Legal Mail

Staff shall neither read nor copy outgoing special correspondence or legal mail. The inspection shall be limited to the purposes of detecting physical contraband and confirming that any enclosures qualify as special correspondence or legal mail.

Staff shall treat outgoing correspondence as special correspondence or legal mail only if the name, title and office of the recipient are clearly identified on the envelope and the envelope is labeled “special correspondence” or “legal mail.”

H. Rejection of Incoming and Outgoing Mail

All facilities shall implement policies and procedures addressing acceptable and non-acceptable mail. Detainees may receive as correspondence any material reasonably necessary for the detainee to present his/her legal claim, in accordance with this standard.

Incoming and outgoing general correspondence and other mail may be rejected to protect the security, good order or discipline of the institution; to protect the public; or to deter criminal activity.

When incoming or outgoing mail is confiscated or withheld (in whole or in part), the detainee shall be notified and given a receipt.

The facility administrator shall ordinarily consult a religious authority before confiscation of a religious item that constitutes “soft” contraband.

Correspondence and publications that may be rejected include, but are not limited to, the following.

1. Material depicting activities that present a significant risk of physical violence or group disruption (e.g., material with subjects of self-defense or survival, weaponry, armaments, explosives or incendiary devices); however, note that newspaper articles that depict or describe violence in a detainee’s country of origin may be relevant to a detainee’s legal case and should not automatically be considered contraband;

2. Information regarding escape plots, or plans to commit illegal activities, or to violate ICE/ERO rules or facility guidelines;

3. Information regarding the production of drugs or alcohol;

4. Sexually explicit material that is obscene or prurient in nature;

5. Threats, extortion, obscenity or gratuitous profanity;
6. Cryptographic or other surreptitious code that may be used as a form of communication; or
7. Other contraband (any package received without the facility administrator’s prior authorization is considered contraband).

Both sender and addressee shall be provided written notice, signed by the facility administrator, with explanation, when the facility rejects incoming or outgoing mail. Rejected mail shall be considered contraband and handled as detailed in the next section of this standard.

A detainee may appeal rejection of correspondence through the Detainee Grievance System.

I. Contraband Recording and Handling

When an officer finds an item that must be removed from a detainee’s mail, he/she shall make a written record that includes:
1. the detainee’s name and A-number;
2. the name of the sender and recipient;
3. a description of the mail in question;
4. a description of the action taken and the reason for it;
5. the disposition of the item and the date of disposition; and
6. the officer’s signature.

Prohibited items discovered in the mail shall be handled as follows:
1. A receipt shall be issued to the detainee for all cash, which shall be safeguarded and credited to the detainee’s account in accordance with standard “2.5 Funds and Personal Property.”
2. Identity documents (e.g., passports, birth certificates) shall be placed in the detainee’s A-file and, upon request, the detainee shall be provided with a copy of the document, certified by an ICE/ERO officer to be a true and correct copy.
3. Other prohibited items found in the mail shall be handled in accordance with standard “2.3 Contraband”; however, at the discretion of the facility administrator, soft contraband may be returned to the sender.
4. The facility administrator shall ensure that facility records of the discovery and disposition of contraband are accurate and current.

J. Postage Costs

1. The facility shall not limit the amount of correspondence detainees may send at their own expense, except to protect public safety or facility security and order.
2. The facility shall provide a postage allowance at government expense under two circumstances:
   a. to indigent detainees only; or
   b. to all detainees, if the facility does not have a system for detainees to purchase stamps.
3. Free postage is generally limited to letters weighing one ounce or less, with exceptions allowed for special correspondence; however, in compelling circumstances, the facility may also provide free postage for general correspondence and other mail.
4. Detainees who qualify for a postage allowance as defined above shall be permitted to mail, at government expense, the following:
   a. a reasonable amount of mail each week, including at least three pieces of general correspondence;
   b. an unlimited amount of correspondence related to a legal matter, within reason, including correspondence to a legal representative, free legal service provider, any
court, opposing counsel or to a consulate, potential legal representative and any court, as determined by the facility administrator; and
c. packages containing personal property, when the facility administrator determines that storage space is limited and that mailing the property is in the government’s best interest. See standard “2.5 Funds and Personal Property” for detailed information.

K. Writing Implements, Paper and Envelopes

The facility shall provide writing paper, writing implements and standard sized envelopes at no cost to detainees. Special sized envelopes may be provided to detainees at their cost.

L. Detainees in Special Management Units (SMU)

All facilities shall have written policy and procedures regarding mail privileges for detainees housed in an SMU.

Detainees in administrative or disciplinary segregation shall have the same correspondence privileges as detainees in the general population.

M. Correspondence with Representative of the News Media

A detainee may use special correspondence to communicate with representatives of news media.

A detainee may not receive compensation or anything of value for correspondence with news media, including, but not limited to, publishing under a byline. A detainee may not act as a reporter.

Representatives of news media may initiate correspondence with a detainee; however, such correspondence shall be treated as special correspondence only if the envelope is properly addressed with the name, title and office of the media representative and is clearly labeled “special correspondence.”

N. Notaries, Certified Mail and Miscellaneous Needs Associated With Legal Matters

If a detainee without legal representation requests certain services in connection with a legal matter, such as notary public or certified mail, and has no family member, friend or community organization to provide assistance, the facility shall consult with ICE/ERO to provide the necessary services and shall assist the detainee in a timely manner.

If it is unclear whether the requested service is necessary in pursuit of a legal matter, the respective ICE Office of Chief Counsel shall be consulted.

O. Facsimile Communication

When timely communication through the mail is not possible, the facility administrator may in his/her discretion allow for a reasonable amount of communication by means of facsimile device between the detainee and his/her designated legal representatives.
5.2 Trips for Non-medical Emergencies

I. Purpose and Scope

This detention standard permits detainees to maintain ties with their families through emergency staff-escorted trips into the community to visit critically ill members of the immediate family or to attend their funerals. 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. Within the constraints of safety and security, selected detainees shall be able to visit critically ill members of the immediate family, attend their funerals or attend family-related state court proceedings, while under constant staff supervision.

2. Safety and security shall be primary considerations in planning, approving and escorting a detainee out of a facility for a non-medical emergency.

III. Standards Affected

This detention standard replaces “Escorted Trips for Non-medical Emergencies” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-1B-06.

ICE/ERO Performance-based National Detention Standards 2011:

- “1.3 Transportation (by Land)”;
- “2.10 Searches of Detainees”; and
- “2.15 Use of Force and Restraints.”

ICE Interim Use of Force Policy (7/7/2004), as amended or updated.

V. Expected Practices

A. Non-Medical Emergency Trip Requests and Approvals

On a case-by-case basis, and with approval of the respective Field Office Director, the facility administrator may allow a detainee, under ICE/ERO staff escort, to visit a critically ill member of his/her immediate family, attend an immediate family member’s funeral and/or wake or attend a family-related state court proceeding.

“Immediate family member” refers to a parent (including stepparent or foster parent), brother, sister, biological or adopted child and spouse (including common-law spouse).

The Field Office Director is the approving official.
for non-medical emergency escorted trips from SPCs, CDFs and IGSA, and may delegate this authority to the Assistant Field Office Director-level for any detainee who does not require a high degree of control and supervision.

The facility administrator shall designate staff to help detainees prepare requests for non-medical emergency trip requests, according to the following stipulations.

1. That staff member shall forward the completed request to the detainee’s deportation officer.

2. The deportation officer shall review the merits of the request, to include consultations with immigration enforcement agents, medical staff, the detainee’s family and other persons in positions to provide relevant information.

3. On the basis of the information collected, the deportation officer shall report to the facility administrator on the appropriateness of the detainee’s request and the amount of supervision the travel plan may entail.

B. Types of Trips and Travel Arrangements

1. Local Trip
A “local” trip constitutes up to and including a 10-hour absence from the facility. ICE/ERO assumes the costs, except that the detainee must pay for his/her own commercial carrier transportation (e.g., plane, train), if needed for the trip.

2. Extended Trip
An “extended” trip involves more than a 10-hour absence and may include an overnight stay. The cost of the detainee’s roundtrip transportation on a commercial carrier must be prepaid by the detainee, the detainee’s family or another source approved by the Field Office Director.

3. Travel Arrangements

ICE/ERO shall make all travel arrangements; however, travel involving a commercial carrier may not commence until the detainee or person acting on his/her behalf has submitted an open paid-in-full ticket or electronic-ticket voucher in the detainee’s name.

As needed, ICE/ERO shall provide overnight housing in an SPC, CDF or IGSA facility.

ICE/ERO shall pay the travel costs incurred by the transporting officers.

C. Selection of Escorts

Escorts are required for each trip. The Field Office Director or his/her designee shall select and assign the roles of the transporting officers (escorts) and delegate to one the decision-making authority for the trip. Ordinarily, no case may be on an escort team.

D. Supervision and Restraint Requirements

Except when the detainee is housed in a detention facility, transporting officers shall maintain constant and immediate visual supervision of any detainee who is under escort and shall follow the policy and procedures in the standards on “Transportation (By Land)” and “Use of Force and Restraints.”

E. Training

Escort officers and others, as appropriate, shall receive training on:

1. standard “5.2 Trips for Non-medical Emergencies”;
2. standards “1.3 Transportation (By Land)” and “2.15 Use of Force and Restraints.”

F. Escort Instructions
1. Escorts shall follow the applicable policies, standards and procedures listed above in this standard.

2. Routes, meals and lodgings (if necessary) shall be arranged prior to departure.

3. Escorts shall follow the schedule included in the trip authorization, arriving at and departing from the place(s) and event(s) listed at the specified times.

4. For security reasons, the trip route and schedule shall be confidential.

5. The responsible transporting officer shall report unexpected developments to the Control Center at the originating facility. Control Center staff shall relay the information to the highest-ranking supervisor on duty, who shall issue instructions for completion of the trip.

6. Escorts shall deny the detainee access to any intoxicant, narcotic, drug paraphernalia or drug not prescribed for his/her use by the medical staff.

7. If necessary, the transporting officers may increase the minimum restraints placed on the detainee at the outset of the trip, but at no time may reduce the minimum restraints. Since escorts may exercise no discretion in this matter and are prohibited from removing the restraints, the detainee shall visit a critically ill relative, attend a funeral or attend a family-related state court proceeding in restraints.

8. Escorts shall advise the detainee of the rules in effect during the trip, in a language or manner the detainee can understand.

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.

9. Among other things, the escorted detainee may not:
   a. bring discredit to ICE/ERO;
   b. violate any federal, state or local law;
   c. make unauthorized phone call(s); or
   d. arrange any visit(s) without the express permission of the facility administrator.

10. If the detainee breaches any of these rules, the responsible officer may decide to terminate the trip and immediately return to the facility.

11. Officers shall also remind the detainee that, during the trip and upon return to the facility, he/she is subject to searches in accordance with standard “2.10 Searches of Detainees,” as well as tests for alcohol or drug use.

12. Officers may not accept gifts or gratuities from the detainee or any other person in appreciation for performing escort duties or for any other reason.

13. Escorts shall ensure that detainees with physical or mental disabilities are provided reasonable accommodations in accordance with security and safety concerns.
5.3 Marriage Requests

I. Purpose and Scope

This detention standard ensures that each marriage request from an ICE/ERO detainee receives a case-by-case review, based on internal guidelines for approval of such requests.

The guidelines provided in this Detention Standard are internal and shall not be construed as creating rights for detainees or other persons or preventing the facility administrator from exercising discretion in conducting the required case-by-case review.

This detention standard applies to the following types of facilities housing 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. Each marriage request from an ICE/ERO detainee shall be reviewed on a case-by-case basis.

2. Consistency in decisions to approve or deny a marriage request shall be achieved by the application of guidelines.

3. Ordinarily, a detainee’s request for permission to marry shall be granted.

4. 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 notetakers, 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 “Marriage Requests” dated 12/2/2008.

IV. References

None
V. Expected Practices

A. Written Policy and Procedures Required

All facilities shall have in place written policy and procedures to enable eligible ICE/ERO detainees to marry.

B. Detainee Notification

The National Detainee Handbook and local facility supplement, provided each detainee upon admittance, shall advise detainees of the facility’s marriage request procedures.

C. Detainee Request to Marry

A detainee, or his/her legal representative, may submit to the facility administrator or Field Office Director (FOD) a written request for permission to marry.

The request must:
1. specifically express that the detainee is legally eligible to be married in the state where the detainee is being held; and
2. be accompanied by the intended spouse’s written affirmation of his/her intent to marry the detainee.

D. Consideration and Approval

1. SPCs and CDFs

The facility administrator may approve or deny a marriage request, using the guidelines that follow. Approval or denial of all marriage requests should be reviewed by the FOD or designee.

a. Any facility administrator’s decision to deny a marriage request shall be forwarded to the respective FOD for review.

b. The Field Office Director (or designee), after whatever consultations he or she believes are advisable, may uphold or reverse the facility administrator’s denial.

If the request is denied, ICE/ERO shall notify the detainee, in writing, of the reasons for the denial within 30 days from the date of the request. Detainees may seek legal assistance throughout the marriage application process.

3. IGSAs

The facility administrator shall notify and consult the respective Assistant Field Office Director, who shall use the guidelines below to approve or deny the request. Approval or denial of all marriage requests should be reviewed by the FOD (or designee).

a. The FOD (or designee), after whatever consultations he or she believes are advisable, may uphold or reverse the facility administrator’s denial.

b. If the request is approved, the marriage ceremony shall take place at the facility. If necessary under some extraordinary circumstances, ICE/ERO may assume temporary custody of the detainee for the marriage ceremony.

If the request is denied, ICE/ERO shall notify the detainee, in writing, of the reasons for the denial within 30 days from the date of the request. Detainees may seek legal assistance throughout the marriage application process.

E. Guidelines

When a detainee requests permission to marry:

1. The facility administrator or Field Office Director shall consider each marriage request on a case-by-case basis.

2. A detainee’s request for permission to marry shall be denied if:
a. The detainee is not legally eligible to be married;
b. The detainee is not mentally competent, as determined by a qualified medical practitioner;
c. The intended spouse has not affirmed, in writing, his/her intent to marry the detainee;
d. The marriage would present a threat to the security or orderly operation of the facility; or
e. There are compelling government interests for denying the request.

If the request is denied, the detainee may file an appeal to the Field Office Director.

3. When a request is approved, the detainee, legal representative or other individual(s) acting on his/her behalf must make all the marriage arrangements, including, but not limited to:
   a. Blood tests;
b. Obtaining the marriage license; and
c. Retaining an official to perform the marriage ceremony.

ICE/ERO personnel shall not participate in making marriage arrangements nor serve as witnesses in the ceremony.

4. The facility administrator or designated Field Office staff shall notify the detainee in a timely manner of a time and place for the ceremony.

The marriage may not interrupt regular or scheduled processing or action in a detainee’s legal case. Specifically, it may neither interrupt nor stay any hearing, transfer to another facility or removal from the United States.

Transfers shall not occur solely to prevent a marriage.

5. Ordinarily, arrangements made by the detainee or persons acting on his/her behalf shall be accommodated, consistent with the security and orderly operation of the facility, according to the following stipulations:
   a. The ceremony shall take place inside the facility; the detainee may not leave the facility to make arrangements;
b. All expenses relating to the marriage shall be borne by the detainee or person(s) acting on his/her behalf; and
c. The ceremony shall be private with no media publicity. Only individuals essential for the marriage ceremony, such as required witnesses may attend.

The facility administrator or FOD reserves the right of final approval concerning the time, place and manner of all arrangements.

F. Revocation of Approval

The FOD may revoke approval of a marriage request for good cause in writing to the detainee. In such instances, the detainee may file an appeal.

G. Documentation in Detention File

Once the marriage has taken place, the facility administrator shall forward original copies of all documentation to the detainee’s A-file and maintain copies in the facility’s detention file.
5.4 Recreation

I. Purpose and Scope

This detention standard ensures that each detainee has access to recreational and exercise programs and activities, within the constraints of safety, security, and good order.

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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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. Detainees shall have daily opportunities at a reasonable time of day to participate in leisure-time activities outside their respective living areas.

2. Detainees shall have access to exercise opportunities and equipment at a reasonable time of day, including at least one hour daily of physical exercise outside the living area, and outdoors when practicable. Facilities lacking formal outdoor recreation areas are encouraged to explore other, secure outdoor areas on facility grounds for recreational use. Daily indoor recreation shall also be available. During inclement weather, detainees shall have access to indoor recreational opportunities, preferably with access to natural light.

**Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Outdoor recreation shall support leisure activities, outdoor sports and exercise as referenced and defined by the National Commission on Correctional Health Care Standards, provided outside the confines of the housing structure and/or other solid enclosures.

3. Any detainee housed in a facility that does not meet minimum standards for indoor and outdoor recreation shall be considered for voluntary transfer to a facility that does meet minimum standards for indoor and outdoor recreation.

4. Each detainee in a Special Management Unit (SMU) shall receive (or be offered) access to exercise opportunities and equipment outside the living area and outdoors, when practicable, unless documented security, safety or medical considerations dictate otherwise. Detainees in the SMU for administrative reasons shall receive at least one (1) hour a day, seven (7) times a week, detainees in the SMU for disciplinary reasons shall receive at least one (1) hour a day, five (5) times per week.

5. Each recreation volunteer who provides or participates in facility recreational programs shall complete an appropriate, documented orientation program and sign an
acknowledgement of his/her understanding of the applicable rules and procedures and agreement to comply with them.

6. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 English speaking 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 “Recreation” dated 12/2/2008.

IV. References

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American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-5C-01, 5C-02, 5C-03, 5C-04, 2A-66, 5A-01, 6B-04, 7B-03, 7C-02, 7F-05.

V. Expected Practices

A. Indoor and Outdoor Recreation

1. It is expected that every ICE/ERO detainee shall be placed in a facility that provides indoor and outdoor recreation. However, in exceptional circumstances, a facility lacking outdoor recreation opportunities or any recreation area may be used to provide short-term housing.

2. If a facility does not have an outdoor area, a large recreation room with exercise equipment and access to sunlight shall be provided.

3. If a detainee is housed for more than 10 days in a facility that provides neither indoor nor outdoor recreation, he/she may be eligible for a voluntary transfer to a facility that does provide recreation.

4. If a detainee is housed for more than three months in a facility that provides only indoor recreation, he/she may be eligible for a voluntary transfer to a facility that provides outdoor recreation.

B. Recreation Schedule

If outdoor recreation is available at the facility, each detainee in general population shall have access for at least one hour, seven days a week, at a reasonable time of day, weather permitting.

Detainees shall have access to clothing appropriate for weather conditions.

If only indoor recreation is available, detainees in general population shall have access for no less than one hour, seven days a week and shall have access to natural light.
**Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light.**

Recreation schedules shall be provided to the detainees or posted in the facility.

Under no circumstances shall the facility require detainees to forgo basic law library privileges for recreation privileges. (See standard “6.3 Law Libraries and Legal Material.”)

C. Recreation Specialist

The facility administrator shall designate an individual responsible for the development and oversight of the recreation program. Every facility with a rated capacity of 350 or more ICE detainees shall employ a fulltime recreation specialist with special training in implementing and overseeing a recreation program. The recreation specialist shall assess the needs and interests of the detainees.

D. General Requirements

1. All facilities shall provide recreational opportunities for detainees with disabilities.

2. Exercise areas shall offer a variety of equipment. Weight training, if offered, must be limited to fixed equipment. Free weights are prohibited.

3. Cardiovascular exercise shall be available to detainees for whom outdoor recreation is unavailable.

4. Recreational activities shall be based on the facility’s size and location. Recreational activities may include limited-contact sports, such as soccer, basketball, volleyball and table games, and may extend to intramural competitions among units.

Dayrooms in general population housing units shall offer board games, television and other sedentary activities.

Detention personnel shall supervise dayroom activities, distributing games and other recreation materials daily.

5. All detainees participating in outdoor recreation shall have access to drinking water and toilet facilities.

6. Detention or recreation staff shall search recreation areas before and after use to detect altered or damaged equipment, hidden contraband and potential security breaches. They shall also issue all portable equipment items, and check each item for damage and general condition upon its return.

7. Programs and activities are subject to the facility’s security and operational guidelines and may be restricted at the facility administrator’s discretion.

8. Recreation areas shall be under continuous supervision by staff equipped with radios or other communication devices to maintain contact with the Control Center.

9. Contraband searches of detainees who are moving from locked cells or housing units to recreation areas shall be conducted in accordance with standard “2.10 Searches of Detainees.”

10. Detainees may engage in independent recreation activities, such as board games and small-group activities, consistent with the safety, security and orderly operation of the facility.

11. The facility administrator shall establish facility policy concerning television viewing in dayrooms. All television viewing schedules shall be subject to the facility administrator’s approval.

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(Revised December 2016) (As Modified by February 2013 Errata)
**Detainees shall be provided FM wireless headsets for television viewing, with access to appropriate language stations or choices.**

**Facilities operating at the optimal level shall offer detainees at least two hours of recreation or exercise opportunities per day, seven days a week.**

E. Recreation for a Special Management Unit (SMU)

Recreation for detainees housed in the SMU shall occur separately from recreation for the general population.

Facilities are encouraged to maximize opportunities for group participation in recreation and other activities, consistent with safety and security considerations. Recreation for certain individuals shall be alone and occur separate from all other detainees when necessary or advisable to prevent assaults and reduce management problems. The facility administrator shall develop and implement procedures to ensure that detainees who must be kept apart never participate in activities in the same location at the same time. (e.g., recreation for detainees in protective custody shall occur separately from other detainees.)

Unless documented security, safety or medical considerations dictate otherwise:

Each detainee in a Special Management Unit (SMU) shall receive (or be offered) access to exercise opportunities and equipment outside the living area and outdoors, when practicable, unless documented security, safety or medical considerations dictate otherwise.

Detainees in the SMU for administrative reasons shall be offered at least one hour of exercise opportunities per day, seven days a week, outside their cells, and outdoors when practicable, and scheduled at a reasonable time.

**Facilities operating at the optimal level shall offer detainees at least one hour of recreation or exercise opportunities per day, seven days a week.**

Detainees in the SMU for disciplinary reasons shall be offered at least one hour of exercise opportunities per day, five days per week, outside their cells, and outdoors when practicable, and scheduled at a reasonable time.

Where cover is not provided to mitigate inclement weather, detainees shall be provided weather-appropriate equipment and attire.

The recreation privilege shall be denied or suspended only if the detainee’s recreational activity may unreasonably endanger safety or security:

1. A detainee may be denied recreation privileges only with the facility administrator’s written authorization, documenting why the detainee poses an unreasonable risk even when recreating alone; however, when necessary to control an immediate situation for reasons of safety and security, SMU staff may deny an instance of recreation, upon verbal approval from the shift supervisor, and shall document the reasons in the unit logbook(s). The supervisor may also require additional written documentation for the facility administrator. When a detainee in an SMU is deprived of recreation (or any usual authorized items or activity), a written report of the action shall be forwarded to the facility administrator. Denial of recreation must be evaluated daily by a shift supervisor.

2. A detainee in disciplinary segregation may temporarily lose recreation privileges upon a disciplinary panel’s written determination that
3. When recreation privileges are suspended, the disciplinary panel or facility administrator shall provide the detainee written notification, as well as documentation of the reason for the suspension, any conditions that must be met before restoration of privileges, and the duration of the suspension provided the requisite conditions are met for its restoration.

4. The case of a detainee denied recreation privileges shall be reviewed at least once each week as part of the reviews required for all detainees in SMU status.

5. In accordance with SMU procedures, and using the forms required in standard “2.12 Special Management Units,” the reviewer(s) shall state, in writing, whether the detainee continues to pose a threat to self, others, or facility security and, if so, why.

6. Denial of recreation privileges for more than seven days requires the concurrence of the facility administrator and a health care professional. It is expected that such denials shall rarely occur and only in extreme circumstances.

7. The facility shall notify the ICE/ERO Field Office Director in writing when a detainee is denied recreation privileges in excess of seven days.

F. Other Programs and Activities

**Facilities operating at the optimal level shall offer access to leisure reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available.**

**Facilities shall offer other programmatic activities, such as:**

1. educational classes or speakers;
2. sobriety programs such as alcoholics anonymous; and
3. other organized activities or recreational programs.

G. Volunteer Program Involvement

A volunteer group may provide a special recreational or educational program, consistent with security considerations, availability of detention personnel to supervise participating detainees, and sufficient advance notification to the facility administrator.

Standard “5.7 Visitation” details requirements that must be met for a volunteer to be approved to visit with or provide religious activities for detainees.
5.5 Religious Practices

I. Purpose and Scope

This detention standard ensures that detainees of different religious beliefs are provided reasonable and equitable opportunities to participate in the practices of their respective faiths, constrained only by concerns about safety, security and the orderly operation of the 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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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. Detainees shall have regular opportunities to participate in practices of their religious faiths, limited only by a documented threat to the safety of persons involved in such activity itself or disruption of order in the facility;

2. All religions represented in a detainee population shall have equal status without discrimination based on any detainee’s race, ethnicity, religion, national origin, gender, sexual orientation or disability;

3. Each facility’s religious program shall be planned, administered and coordinated in an organized and orderly manner;

4. Adequate space, equipment and staff (including security and clerical) shall be provided for in order to conduct and administer religious programs;

5. The chaplain or religious services coordinator will make documented efforts to recruit external clergy or religious service providers to provide services to adherents of faith traditions not directly represented by chaplaincy or religious services provider staff. Detainees are encouraged to provide information about local religious providers;

6. Each facility’s religious program shall be augmented and enhanced by community clergy, contractors, volunteers and groups who provide individual and group assembly religious services and counseling;

7. Detainees in Special Management Units (SMUs) and hospital units shall have access to religious activities and practices to the extent compatible with security and medical requirements;

8. Special diets shall be provided for detainees whose religious beliefs require adherence to religious dietary laws; and

9. Detainees shall be provided information about religious programs at the facility, including how to contact the chaplain or religious services
coordinator, how to request visits or services by other religious services providers, how to request religious diets and how to access religious property and headwear as part of the facility’s admission and orientation program in a language or manner the detainee can understand.

10. 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, telecommunication devices for deaf persons (TTYs), interpreters, and notetakers, 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 “Religious Practices” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-5C-17, 5C-18, 5C-19, 5C-20, 5C-21, 5C-22, 5C-23, 5C-24, 2A-66, 4A-10, 6B-02, 6B-05, 7B-03, 7F-04.

ICE/ERO Performance-based National Detention Standards 2011:

- “4.1 Food Service”; and
- “5.7 Visitation.”


V. Expected Practices

A. Religious Opportunities and Limitations

1. Detainees shall have opportunities to engage in practices of their religious faith consistent with safety, security and the orderly operation of the facility. Religious practices to be accommodated are not limited to practices that are compulsory, central or essential to a particular faith tradition, but cover all sincerely held religious beliefs. Attendance at all religious activities is voluntary. Efforts shall be made to allow for religious practice in a manner that does not adversely affect detainees not participating in the practice. Detainees cannot be required to participate in or attend a religious activity in order to receive a service of the facility or participate in other, non-religious activities. Chaplains, religious services coordinators and volunteers shall not provide unsolicited religious services or counseling to detainees.

2. Religious activities shall be open to the entire detainee population, without discrimination based on a detainee’s race, ethnicity, religion, national origin, gender, sexual orientation or
disability.

Accommodations for Language services shall be provided to detainees who have limited English proficiency to provide them with meaningful access to religious activities. As needed, accommodations will be provided to who are deaf or hard of hearing, detainees with disabilities, to ensure their access to religious services should they wish to participate.

3. When necessary for the security or the orderly operation of the facility, the facility administrator may discontinue a religious activity or practice or limit participation to a reasonable number of detainees or to members of a particular religious group after consulting with the chaplain or religious services coordinator. Facility records shall reflect the limitation or discontinuance of a religious practice, as well as the reason for such limitation or discontinuance.

4. Ordinarily, when the nature of the activity or practice (e.g., fasts, ceremonial meals, headwear requirements, work proscriptions) indicates a need for such a limitation, only those detainees whose files reflect the pertinent religious preference shall be included.

5. When a detainee submits a request concerning the reason for denial of access to religious activities, facilities or meals, a copy of the request and response to the request shall be placed in the detention file.

B. Religious Preferences

Each detainee shall designate any religious preference, or none, during processing. Staff, contractors and volunteers may not disparage the religious beliefs of a detainee, nor coerce or harass a detainee to change religious affiliation.

A detainee may request to change his/her religious preference designation at any time by notifying the chaplain, religious services coordinator or other designated individual in writing, and the change shall be effected in a timely fashion.

In the interest of maintaining the security and orderly running of the facility and to prevent abuse or disrespect by detainees of religious practice or observance, the chaplain or religious services coordinator shall monitor patterns of changes in declarations of religious preference.

In determining whether to allow a detainee to participate in specific religious activities, staff may refer to the initial religious preference information and any subsequent changes in the detainee’s religious designation. Detainees whose files show “No Preference” may be restricted from participation in those activities deemed appropriate for members only.

C. Chaplains or Other Religious Services Coordinators

The facility administrator shall designate a staff member, contractor or volunteer to manage and coordinate religious activities for detainees.

Ordinarily, that person shall be the facility chaplain, who shall, in cooperation with the facility administrator and staff, plan, direct and supervise all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented in the detainee population. The facility administrator shall provide non-detainee clerical staff support for confidential materials.

The chaplain or other religious services coordinator, regardless of his/her specific religious affiliation, shall have basic knowledge of different religions and shall ensure equal status and protection for all religions.

The chaplain or other religious services coordinator
shall have physical access to all areas of the facility to serve detainees.

A chaplain shall have a minimum qualification of clinical pastoral education or specialized training, and endorsement by the appropriate religious-certifying body. In lieu of these, the facility administrator may accept adequate documentation of recognized religious or ministerial position in the faith community.

The chaplain shall be available to provide pastoral care and counseling to detainees who request it, both through group programs and individual services. Detainees who belong to a religious faith different from that of the chaplain or religious services provider staff may, if they prefer, have access to pastoral care and counseling from external clergy and religious service providers. The chaplain may, for the purpose of informed decision-making, ask a detainee to explain special or unfamiliar requests.

If the facility has a religious services coordinator rather than a chaplain, the coordinator shall have the necessary training to connect detainees with a broad range of religious services and be prepared to arrange religious services for multiple faith traditions and connect incoming detainees with resources and services specific to the detainee’s particular faith.

The term “individual services” includes counseling services provided to individual detainees or members of their families in personal crisis and family emergency situations.

D. Schedules and Facilities

All facilities shall designate adequate space for religious activities.

This designated space must be sufficient to accommodate the needs of all religious groups in the detainee population fairly and equitably and the general area shall include office space for the chaplain, storage space for items used in religious programs, and proximity to lavatory facilities for staff and volunteers.

Religious service areas shall be maintained in a neutral fashion suitable for use by various faith groups.

The chaplain or religious services coordinator shall schedule and direct the facility’s religious activities, and current program schedules shall be posted on all unit and detainee bulletin boards in languages understood by a majority of detainees.

When scheduling approved religious activities, chaplains or religious services coordinator must consider both the availability of staff supervision and the need to allot time and space equitably among different groups. The chaplain or religious services coordinator shall not ordinarily schedule religious services to conflict with meal times.

If outdoor recreation is available at the facility, detainees shall have opportunities for outside worship, prayer and meditation, which shall be provided in a manner that does not conflict with meal times.

E. Contractors and Volunteers

All facilities shall have procedures so that clergy, contractors, volunteers and community groups may provide individual and group assembly religious services and counseling that augment and enhance the religious program. When recruiting citizen volunteers, the chaplain or religious services coordinator and other staff shall be cognizant of the need for representation from all cultural and socioeconomic parts of the community. Each facility shall provide security, including staff escorts, to allow such individuals and groups facility access for sanctioned religious activities.

The chaplain or religious services coordinator may contract with representatives of faith groups in the

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community to provide specific religious services that he/she cannot personally deliver, and may secure the assistance and services of volunteers.

“Representatives of faith groups” includes both clergy and spiritual advisors. All contractual representatives of detainee faith groups shall be afforded the same status and treatment to assist detainees in observing their religious beliefs, unless the security and orderly operation of the facility warrant otherwise.

Standard “5.7 Visitation” details requirements that must be met for a volunteer to be approved to visit with and/or provide religious activities for detainees, including advance notice, identification, a background check, an orientation to the facility and a written agreement to comply with applicable rules and procedures. Visits from religious personnel shall not count against a detainee’s visitor quota. Provided they meet established security requirements for entrance into the facility, religious services providers’ interpreters shall be allowed to accompany the religious services provider within the facility.

The facility administrator or designee (ordinarily the chaplain) may require a recognized representative of a faith group to verify the religious credentials of contractors or volunteers prior to approving their entry into the facility.

Detainees who are members of faiths not represented by clergy may conduct their own services, provided these do not interfere with facility operations.

F. Pastoral Visits

If requested by a detainee, the chaplain or religious services coordinator or designee shall facilitate arrangements for pastoral visits by a clergyperson or representative of the detainee’s faith.

The chaplain or religious services coordinator may request documentation of the person’s religious credentials, as well as a criminal background check.

Pastoral visits shall ordinarily take place in a private visiting room during regular visiting hours. Accommodation may be made in the legal visitation area when available.

G. Detainees in Special Management (SMU) and Hospital Units

Detainees in an SMU (e.g., administrative, disciplinary or protective custody) or hospital unit shall be permitted to participate in religious practices, consistent with the safety, security and orderly operation of the facility.

Detainees in an SMU or hospital unit shall have regular access to the chaplain or other religious services provider staff. The chaplain or other religious services provider staff shall provide pastoral care in SMUs and hospital units weekly at minimum.

Detainees of any faith tradition may ordinarily have access to official representatives of their faith groups while housed in SMUs or hospital units, by requesting such visits through the chaplain or other religious service coordinator. Requests shall be accommodated consistent with the terms of the representative’s contract and the security and orderly operation of the facility.

If the representative of the faith group is a volunteer, he/she shall at all times be escorted in an SMU.

H. Introduction of New or Unfamiliar Religious Components

If a detainee requests the introduction of a new or unfamiliar religious practice, the chaplain or religious services coordinator may ask the detainee to provide additional information to use in deciding whether to include the practice.
Detainees may make a request for the introduction of a new component to the Religious Services program (e.g., schedule, meeting time and space, religious items and attire) to the chaplain or religious services coordinator. The chaplain or religious services coordinator may ask the detainee to provide additional information to use in deciding whether to include the practice. Ordinarily, the process shall require up to 30 business days for completion.

The chaplain or religious services coordinator shall research the request and make recommendations to the facility administrator, who shall add his/her own recommendations and forward them to the respective Field Office Director for approval. Such decisions are subject to the facility’s requirement to maintain a safe, secure and orderly facility, and the availability of staff for supervision. The Field Office Director shall forward the final decision to the facility administrator, and the chaplain or religious services coordinator shall communicate the decision to the detainee.

I. Religious Holy Days

Each facility shall have in place written policy and procedures to facilitate detainee observance of important holy days, consistent with the safety, security and orderly operation of the facility, and the chaplain or religious services coordinator shall work with detainees to accommodate proper observances.

The facility administrator shall facilitate the observance of important religious holy days that involve special fasts, dietary regulations, worship or work proscription. When the facility administrator, chaplain or religious services provider is unfamiliar with the requested observance, the facility administrator may direct the chaplain or religious services coordinator to consult with community representatives of the detainee’s faith group and other appropriate sources.

J. Religious Property and Personal Care

Each facility administrator shall allow detainees to have access to personal religious property, consistent with the safety, security and orderly operation of the facility. If necessary, the religious significance of such items shall be verified by the chaplain prior to facility administrator approval. The facility administrator may also direct the chaplain or religious services coordinator to obtain information and advice from representatives of the detainee’s faith group or other appropriate sources, about the religious significance of the items.

Detainee religious property includes, but is not limited to, holy books, rosaries and prayer beads, oils, prayer rugs, prayer rocks, phylacteries, medicine pouches and religious medallions. Such items are part of a detainee’s personal property and are subject to normal considerations of safety, security and orderly operation of the facility.

As is consistent with the safety, security and orderly operation of the facility, the facility administrator shall ordinarily allow a detainee to wear or use personal religious items during religious services, ceremonies and meetings in the chapel, and may, upon request of a detainee, allow a detainee to wear or use certain religious items throughout the facility.

Items of religious wearing apparel include, but are not limited to:

1. prayer shawls and robes;
2. kurda or ribbon shirts;
3. medals and pendants;
4. beads; and
5. various types of headwear.

“Appendix 5.5.A: Religious Headwear, Garments and Other Religious Property” provides examples of
acceptable religious headwear, garments and other religious property. There may be circumstances in which it is not advisable to permit the use of these items in a facility. Nothing in these guidelines is intended to prevent facilities from making individualized decisions based on the need to maintain good order and the safety of detainees and staff. Any denial and the reason for it shall be documented and placed in the alien’s detention file.

Religious headwear, notably kufis, yarmulkes, turbans, crowns and headbands, as well as scarves and head wraps for Orthodox Christian, Muslim and Jewish women are permitted in all areas of the facility, subject to the normal considerations of the safety, security and orderly operation of the facility, including inspection by staff. Religious headwear and other religious property shall be handled with respect at all times, including during the in-take process.

Consistent with safety, security and the orderly operation of the facility, the facility shall not cut or shave religiously significant hair.

A detainee who wishes to have religious books, magazines or periodicals must comply with the facility’s general rules for ordering, purchasing, retaining and accumulating personal property. Religious literature is permitted in accordance with the procedures governing incoming publications. Distribution to detainees of religious literature purchased by or donated to ICE/ERO is contingent upon approval from the chaplain or religious services coordinator.

K. Dietary Requirements

When a detainee’s religion requires special food services, daily or during certain holy days or periods that involve fasting, restricted diets, etc., staff shall make all reasonable efforts to accommodate those requirements (e.g., by modifying the detainee’s menus to exclude certain foods or food combinations or providing the detainee’s meals at unusual hours).

A detainee who wants to participate in the religious diet (“common fare”) program may initiate the “Authorization for Common Fare Participation” form that is attached to standard “4.1 Food Service.” That standard also details the circumstances under which a detainee may be removed from a special religious diet because he/she has failed to observe those dietary restrictions.

“Common fare” refers to a no-flesh protein option provided whenever an entrée containing flesh is offered as part of a meal. Likewise, a “common fare” meal offers vegetables, starches and other foods that are not seasoned with flesh. The diet is designed as the foundation from which modifications can be made to accommodate the religious diets of various faiths. Modifications to the standard common fare menu may be made to meet the requirements of various faith groups (e.g., for the inclusion of kosher and/or halal flesh-food options).

When there is any question about whether a requested diet is nutritious or may pose a threat to health, the chaplain or religious services coordinator shall consult with the medical department.

L. Religious Fasts

The chaplain or religious services coordinator shall develop the religious fast schedule for the calendar year and shall provide it to the facility administrator or designee. There are generally two different types of fasts: a public fast and a private or personal fast.

When detainees observe a public fast that is mandated by law or custom for all the faith adherents (e.g., Ramadan, Lent, Yom Kippur), the facility shall provide a meal nutritionally equivalent to the meal(s)
missed. Public fasts usually begin and end at specific times.

When a detainee fasts for personal religious reasons, no special accommodations need to be made for the meal(s) missed. Requests for meals after a personal fast shall be determined by the facility administrator on a case-by-case basis.

**M. Work Assignments**

Detainees who have voluntary work assignments shall not be compelled to work on their religious holy days.

**N. Religious Use of Wine**

Religious use of wine by clergy members is generally permitted when mandated by the particular faith and pursuant to strict controls and supervision, to include the following provisions:

1. Only a small amount of wine for clergy members and that which is necessary to perform religious ceremonies or services shall be permitted in the facility.

2. All wine brought into the facility shall be secured in an appropriate area by staff prior to the religious ceremony or service for which the wine is needed.

3. Following the religious ceremony or service, unused portions of wine shall be immediately discarded, stored in a secure area, or removed from the facility.

**O. Death or Serious Illness of Family Members**

The facility administrator will establish procedures to involve the chaplain or religious services coordinator in notifying detainees of serious illness or death of their family members.
Appendix 5.5.A: Religious Headwear, Garments and Other Religious Property

The following are examples of generally acceptable religious headwear, garments and other religious property/articles of faith. There may be circumstances in which it is not advisable to permit the use of these items in a facility. Nothing in these guidelines is intended to prevent facilities from making individualized decisions based on the need to maintain good order and the safety of detainees and staff. Any denial of accommodation and the reason for it shall be documented and placed in the alien’s detention file.

A. Religious Headwear

Examples of religious headwear include:

- yarmulke (Jewish)
- kufi (Muslim)
- hijab (Muslim; worn by women)
- crown (Rastafarian)
- turban (Sikh)

Facilities may restrict the color, size or other features of religious headwear, as necessary to maintain the safety, security and the orderly operation of the facility. Where facilities restrict the color, size, or other features of religious headwear, and the detainee’s personal religious headwear does not conform to the standard, the facility must ensure that detainees are provided conforming religious headwear for free or at a de minimus cost. The chaplain or religious services coordinator, in consultation with community representatives of the detainee’s faith group and other appropriate sources, when necessary, shall ensure that the facility restrictions on color, size, or other features of religious headwear are appropriate and meet the needs of the respective faith traditions.

B. Religious Garments

Examples of religious attire and garments include but are not limited to:

- Scarves and headwraps (hijabs) (Jewish, Muslim, Rastafarian, Orthodox Christian; worn by women). These may be black, white or off-white.
- Jumper dresses may be worn by women who wear loose-fitting clothing for the sake of modesty as consistent with their religious beliefs.
- Kachhehra (soldier’s shorts) (Sikh men)
- Prayer shawls and robes
- Kurda or ribbon shirts during ceremonial use

C. Religious Property and Articles of Faith

Examples of religious property and articles of faith include but are not limited to:

- Holy books: Examples include but are not limited to: the Bible (Christian); the Koran (Muslim); and the Torah (Jewish). Holy books are permitted in accordance with the facility’s general rules relating to retention of personal property and incoming publications, such as types of binding permitted.
- Kara (steel bracelet) (Sikh) may be permitted during meal times and under other limited circumstances depending on the size, weight and appearance of the Kara and in light of security considerations. For example, a plain, light-weight and non-decorative Kara is generally appropriate for low and medium security detainees.
- Rosaries and prayer beads.
• Oils.
• Prayer rugs.
• Prayer rocks.
• Phylacteries.
• Religious medallions and pendants.
5.6 Telephone Access

I. Purpose and Scope

This detention standard ensures that detainees may maintain ties with their families and others in the community, legal representatives, consulates, courts and government agencies by providing them reasonable and equitable access to telephone services.

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.

For all types of facilities, procedures that appear in italics with a marked (**) on the page indicate optimum levels of compliance for this standard.

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. Detainees shall have reasonable and equitable access to reasonably priced telephone services.
2. Detainees with hearing or speech disabilities shall be granted reasonable accommodations to allow for equal access to appropriate telephone services.
3. Detainees in Special Management Units (SMU) shall have access to telephones, commensurate with facility security and good order.
4. Detainees and their legal counsel shall be able to communicate effectively with each other.
5. Privacy for detainee telephone calls regarding legal matters shall be ensured.
6. Telephone access procedures shall foster legal access and confidential communications with attorneys.
7. Detainees shall be able to make free calls to the ICE/ERO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consult officials, to the Department of Homeland Security (DHS) Office of the Inspector General (OIG), and to the ICE Office of Professional Responsibility (OPR) Joint Intake Center (JIC). Indigent detainees, who are representing themselves pro se, shall be permitted free calls on an as-needed basis to family or other individuals assisting with the detainee’s immigration proceedings.
8. Telephones shall be maintained in proper working order.
9. Facilities shall strive to reduce telephone costs, including through the use of emerging telecommunications, voiceover and Internet protocol technologies.
10. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Telephone Access” dated 12/2/2008.

IV. References


V. Expected Practices

A. Telephones and Telephone Services

1. Number

To ensure sufficient access, each facility shall provide at least one operable telephone for every 25 detainees.

**Facilities shall be operating at the optimal level when at least one telephone is provided for every ten (10) detainees.

2. Cost

Generally, detainees or the persons they call shall be responsible for the costs of telephone calls; required exceptions are listed below.

Each facility shall provide detainees with access to reasonably priced telephone services. Contracts for such services shall comply with all applicable state and federal regulations and be based on rates and surcharges comparable to those charged to the general public. Any variations shall reflect actual costs associated with the provision of services in a detention setting. Contracts shall also provide the broadest range of calling options including, but not limited to, international calling, calling cards and collect telephone calls, determined by the facility administrator to be consistent with the requirements of sound detention facility management. Facilities shall post a list of card and calling rates in each housing unit. Facility administrators are encouraged to explore the use of new technologies which can facilitate the provision of cost effective means for enhancing detainees’ ability to communicate by telephone, such as, and not limited to, wireless and/or internet communications.

3. Maintenance

Each facility shall maintain detainee telephones in proper working order. Designated facility staff shall inspect the telephones daily, promptly report out-of-order telephones to the repair service so that
required repairs are completed quickly. This information shall be logged and maintained by each Field Office. Facility staff shall notify detainees and the ICE/ERO free legal service providers of procedures for reporting problems with telephones.

ICE/ERO headquarters shall maintain and provide Field Offices a list of telephone numbers for current free legal service providers, consulates and the Department of Homeland Security’s (DHS) Office of the Inspector General (OIG), as determined by ICE. All Field Offices are responsible for ensuring facilities which house ICE detainees under their jurisdiction are provided with current pro bono legal service information.

4. Monitoring Detainee Telephone Services
   a. Facility Staff Requirements
      Facility staff members are responsible for ensuring on a daily basis that telephone systems are operational and that the free telephone number list is posted. After ensuring that each phone has a dial tone, when testing equipment the officers must be able to demonstrate that an individual has the ability to make calls using the free call platform. Any identified problems must immediately be logged and reported to the appropriate facility and ICE/ERO staff.
      ICE/ERO staff shall review and follow up on problems reported by detainees and others.

B. Monitoring of Detainee Telephone Calls
   Each facility shall have a written policy on the monitoring of detainee telephone calls. If telephone calls are monitored, the facility shall:
   1. include a recorded message on its phone system stating that all telephone calls are subject to monitoring;
   2. notify detainees in the detainee handbook, or equivalent, provided upon admission; and
   3. at each monitored telephone, place a notice that states the following:
      a. that detainee calls are subject to monitoring; and
      b. the procedure for obtaining an unmonitored call to a court, a legal representative or for the purposes of obtaining legal representation.

ICE/ERO and the facility shall coordinate in posting the notice in Spanish and in the language of significant segments of the population with limited English proficiency, where practicable.

A detainee’s call to a court, a legal representative, DHS OIG, DHS Civil Rights and Civil Liberties (CRCL) or for the purposes of obtaining legal representation, may not be electronically monitored without a court order.

C. Detainee Notification
   Each facility shall provide telephone access rules in writing to each detainee upon admission, and also shall post these rules where detainees may easily see them. ICE/ERO and the facility shall coordinate in posting these rules where practicable in Spanish and in the language of significant segments of the population with limited English proficiency.

Telephone access hours shall also be posted. Updated telephone and consulate lists shall be posted in detainee housing units. Translation and interpretation services shall be provided as needed.

D. Detainee Access
   Each facility administrator shall establish and oversee rules and procedures that provide detainees reasonable and equitable access to telephones during established facility “waking hours” (excluding the hours between lights-out and the morning resumption of scheduled activities).
   Telephones shall be located in parts of the facility that are accessible to detainees. Telephone access
hours shall be posted near the telephones.

Each facility shall provide detainees access to international telephone service.

Ordinarily, a facility may restrict the number and duration of general telephone calls only for the following reasons.

1. Availability

When required by the volume of detainee telephone demand, rules and procedures may include, but are not limited to, reasonable limitations on the duration and the number of calls per detainee, the use of predetermined time-blocks and institution of an advanced sign-up system.

2. Orderly Facility Operations

Calls may be restricted or limited if necessary to prevent interference with counts, meals, scheduled detainee movements, court schedules, or other events constituting the orderly operation of the facility.

3. Emergencies

Telephone access and use may be limited in the event of escapes, escape attempts, disturbances, fires, power outages, etc. Telephone privileges may be suspended entirely during an emergency, but only with the authorization of the facility administrator or designee and only for the briefest period necessary under the circumstances. If suspension of telephone access exceeds 12 hours, ICE/ERO should be notified.

E. Direct or Free Calls

Even if telephone service is generally limited to collect calls, each facility shall permit detainees to make direct or free calls to the offices and individuals listed below. The Field Office Director shall ensure that all information is kept current and is provided to each facility. Updated lists need to be posted in the detainee housing units. A facility may place reasonable restrictions on the hours, frequency and duration of such direct and/or free calls, but may not limit a detainee’s attempt to obtain legal representation. Full telephone access shall be granted in order for a detainee to contact the following:

- the Executive Office for Immigration Review or local immigration court;
- the Board of Immigration Appeals;
- federal and state courts where the detainee is or may become involved in a legal proceeding;
- consular officials;
- DHS/OIG;
- legal representatives, to obtain legal representation, or for consultation when subject to expedited removal (when a detainee is under an expedited removal order, his/her ability to contact pro bono legal representatives shall not be restricted);
- legal service providers or organizations listed on the ICE/ERO free legal service provider list;
- United Nations High Commissioner for Refugees (UNHCR), from asylum-seekers and stateless individuals;
- federal, state or local government offices to obtain documents relevant to his/her immigration case;
- immediate family or others for detainees in personal or family emergencies or who otherwise demonstrate a compelling need (to be interpreted liberally); or
- ICE/OPR Joint Intake Center (JIC).

1. Request Forms
Free and direct calls shall be easily accessible. If detainees are required to complete request forms to make direct or free calls, facility staff must assist them as needed, especially illiterate or non-English speaking detainees. The detainees should also be permitted to seek assistance from their legal representatives, family, or other detainees.

2. Time Requirements

Staff shall allow detainees to make such calls as soon as possible after submission of requests, factoring in the urgency stated by the detainee. Access shall be granted within 24 hours of the request, and ordinarily within eight facility-established “waking hours.” Staff must document and report to ICE/ERO any incident of delay beyond eight “waking hours.”

3. Indigent Detainees

Ordinarily, a detainee is considered “indigent” if he/she has less than $15.00 in his/her account for ten (10) days. A facility shall make a timely effort to determine indigence.

Indigent detainees are afforded the same telephone access and privileges as other detainees. Each facility shall enable all detainees to make calls to the ICE/ERO-provided list of free legal service providers and consulates at no charge to the detainee or the receiving party. The indigent detainee may request a call to immediate family or others in personal or family emergencies or on an as-needed basis.

4. Phone System Limitations

If the limitations of an existing phone system preclude meeting these requirements, the facility administrator must notify ICE/ERO so that a means of telephone access may be provided.

SPCs, CDFs, and dedicated IGSAs shall require its telephone service providers to program and keep current, the telephone system to permit detainees free calls to numbers on the official pro bono legal representation list and to consulates. Other facilities shall adopt equivalent procedures.

F. Legal Calls

1. Restrictions

A facility may neither restrict the number of calls a detainee places to his/her legal representatives, nor limit the duration of such calls by rule or automatic cut-off, unless necessary for security purposes or to maintain orderly and fair access to telephones. If time limits are necessary for such calls, they shall be no shorter than 20 minutes, and the detainee shall be allowed to continue the call at the first available opportunity, if desired.

A facility may place reasonable restrictions on the hours, frequency and duration of such direct and/or free calls but may not otherwise limit a detainee's attempt to obtain legal representation.

2. Privacy

For detainee telephone calls regarding legal matters, each facility shall ensure privacy by providing a reasonable number of telephones on which detainees can make such calls without being overheard by staff or other detainees. Absent a court order, staff may not monitor phone calls made in reference to legal matters.

The facility shall inform detainees to contact an officer if they have difficulty making a confidential call relating to a legal proceeding. If notified of such a difficulty, the officer shall take measures to ensure that the call can be made confidentially.

Privacy may be provided in a number of ways, including:

a. telephones with privacy panels (side partitions) that extend at least 18 inches to prevent conversations from being overheard;

b. telephones placed where conversations may not
be readily overheard by others; or
c. office telephones on which detainees may be permitted to make such calls; and
d. detainees shall be supervised within earshot, but
detainees shall be supervised within eyeshot, but
g. Telephone Access for Detainees with Disabilities

The facility shall provide a TTY device or Accessible Telephone (telephones equipped with volume control and telephones that are hearing-aid compatible for detainees who are deaf or hard of hearing). Detainees who are deaf or hard of hearing shall be provided access to the TTY on the same terms as hearing detainees are provided access to telephones. Except to the extent that there are time limitations, detainees using the TTY shall be granted additional time, consistent with the safety and security concerns and good order of the facility.

If an Accessible Telephone or TTY is not available in the same location as telephones used by other detainees, detainees shall be allotted additional time to walk to and from the Accessible Telephone or TTY location. Consistent with the order and safety of the facility, the facility shall ensure that the privacy of telephone calls by detainees using Accessible Telephones or TTY is the same as other detainees using telephones.

**The facility shall maintain other equipment, such as video relay service and video phones, for detainees who are deaf or hard of hearing.**

**The facility permits detainees with disabilities the opportunity to submit requests for the auxiliary aid of their preference, if unavailable at the facility, unless specifically requested and considered by the multidisciplinary team pursuant to Standard 4.8 “Disability Identification, Assessment, and Accommodation.” Where practicable, and consistent with the order and safety of the facility, the facility generally provides for use of such other equipment, such as video relay service and video phones for detainees who are deaf or hard of hearing. Accommodations shall also be made for detainees with speech disabilities.

Consistent with Standard 4.8 “Disability Identification, Assessment, and Accommodation,” the facility shall engage in an interactive and individualized process that considers whether a detainee with a disability needs any additional accommodation to access facility telephones.

H. Telephone Privileges in Special Management Units (SMU)

While there are differences in telephone access in SMU, depending on whether a detainee is in Administrative Segregation or Disciplinary Segregation, in general a detainee in either status may be reasonably restricted from using or having access to a phone for the following reasons.

- If that access is used for criminal purposes or would endanger any person, including that detainee.
- If the detainee damages the equipment provided.
- For the safety, security and good order of the facility.

In such instances, staff must clearly document why such restrictions are necessary to preserve the safety, security and good order of the facility in the appropriate SMU log. Detainees and their legal counsel shall nevertheless be accommodated in order for them to be able to communicate effectively with each other. Telephone access for legal calls, courts, government offices (including the DHS OIG and the DHS JIC) and embassies or
consulates shall not be denied.

1. Administrative Segregation

Generally, detainees in administrative segregation should receive the same privileges available to detainees in the general population, subject to any existing safety and security considerations. This requirement applies to a detainee in Administrative Segregation pending a hearing because he/she has been charged with a rule violation, as well as a detainee in Administrative Segregation for other than disciplinary reasons, such as protective custody or suicide risk.

2. Disciplinary Segregation

Detainees in Disciplinary Segregation may be restricted from using telephones to make general calls as part of the disciplinary process. Even in Disciplinary Segregation, however, detainees shall have some access for special purposes. Ordinarily, staff shall permit detainees in Disciplinary Segregation to make direct and/or free and legal calls as previously described in above in sections V.E and V.F, except in the event of compelling and documented reasons of threats to the safety, security and good order of the facility.

I. Inter-facility Telephone Calls

Upon a detainee’s request, facility staff shall make special arrangements to permit the detainee to speak by telephone with an immediate family member detained in another facility. Immediate family members include spouses, common-law spouses, parents, stepparents, foster parents, brothers, sisters, natural or adopted children and stepchildren.

Reasonable limitations may be placed on the frequency and duration of such calls. Facility staff shall liberally grant such requests to discuss legal matters and shall afford the detainee privacy to the extent practicable, while maintaining adequate security.

J. Incoming Calls

The facility shall take and deliver telephone messages to detainees as promptly as possible.

When facility staff receives an emergency telephone call for a detainee, the caller’s name and telephone number shall be obtained and promptly given to the detainee. The detainee shall be permitted to promptly return an emergency call at their own cost within the constraints of security and safety. The facility shall enable indigent detainees to make a free return emergency call.
5.7 Visitation

I. Purpose and Scope

This detention standard ensures that detainees shall be able to maintain morale and ties through visitation with their families, the community, legal representatives and consular officials, within the constraints of the safety, security and good order of the 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.

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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

News media interviews and tours are outlined in standard “7.2 Interviews and Tours.”

Conjugal visits for ICE/ERO detainees are prohibited.

II. Expected Outcomes

The expected outcomes of this detention standard are as follows (specific requirements are defined in “5. Expected Practices”).

1. Facilities are encouraged to allow detainees to maintain ties to their family and friends in the community. Detainees shall be able to receive visits from legal representatives, consular officials and others in the community.

2. Visits between legal representatives and assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.

3. Detainees shall be advised of their right to contact their consular representatives and receive visits from their consulate officers.

4. Facilities are encouraged to provide opportunities for both contact and non-contact visitation with approved visitors during both day and evening hours.

5. Information about visiting policies and procedures shall be readily available to the public.

6. The number of visitors a detainee may receive and the length of visits shall be limited only by reasonable constraints of space, scheduling, staff availability, safety, security and good order. Generally visits should be for the maximum period practicable but not less than one hour with special consideration given to family circumstances and individuals who have traveled long distances.

7. Visitors shall be screened and approved upon arrival and shall be required to adequately identify themselves and register to be admitted into a facility, so that safety, security and good order can be maintained.

8. A background check shall be conducted on all new volunteers prior to their being approved to
provide services to detainees.

9. Each new volunteer shall complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.

10. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 “Visitation” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF: 5B-01, 5B-02, 5B-03, 5B-04, 2A-21, 2A-27, 2A-61, 6A-06, 7B-03, 7C-02, 7F-05, 7F-06.

ICE/ERO Performance-based National Detention Standards 2011:

- “2.10 Searches of Detainees”;
- “3.1 Disciplinary System”; and
- “7.2 Interviews and Tours.”

V. Expected Practices

A. Overview

Facilities that house ICE/ERO detainees shall provide visiting procedures for detainees to maintain communication with persons in the community. Safety, security and good order are always primary considerations in a detention facility, and visitors must be properly identified and attired and are subject to search upon entering the facility and at any other time. Except as otherwise permitted herein, visitors may not give anything directly to a detainee, although it may be permissible for visitors to leave certain items and funds for a detainee with a staff member, at the discretion of the facility administrator. An itemized receipt that lists funds and property brought for the detainee shall be provided to the visitor.

Any violation of the visitation rules, by the detainee, may result in disciplinary action against the detainee and introduction of contraband or other criminal violations may lead to criminal prosecution of a visitor, detainee or both.

Differences in the various conditions of each visit, including who may visit, when they may visit, how they may be approved to visit and where in the
facility they may visit, are detailed later in this standard and are dependent on the type of visitation, according to the following designations:

1. social visitation: family, relatives, friends and associates; minors may be subject to special restrictions (see “J. Visits by Family and Friends” in this standard);

2. legal visitation: attorneys, other legal representatives, legal assistants (see “J. Visits by Legal Representatives and Legal Assistants” in this standard);

3. consultation visitation: for detainees subject to expedited removal (see “K. Consultation Visits for Detainees Subject to Expedited Removal” in this standard);

4. consular visitation: similar to legal visitation but with consular officials who have state department issued identification (see “L. Consular Visitation” in this standard);

5. community service organization visitation: representatives of civic, religious, cultural groups, etc. (see “M. Visits from Representatives of Community Service Organizations” in this standard); and

6. other special visitation (see “N. Other Special Visits” in this standard; for non-governmental organizations (NGO) please see standard “7.2 Interviews and Tours.”)

B. General

Each facility shall establish written visiting procedures, including a schedule and hours of visitation and make them available to the public.

Each facility administrator shall decide whether to permit contact visits, as appropriate for the facility’s physical plant and detainee population. Exceptions to this standard can be made by the facility administrator on a case-by-case basis when warranted by compelling circumstances or individual needs or conduct.

A facility administrator may temporarily restrict visiting when necessary to ensure the security and good order of the facility. Each restriction or denial of visits, including the duration of and reasons for the restriction, shall be documented in writing.

C. Notification of Visiting Rules and Hours

Each facility shall:

1. Provide written notification of visitation rules and hours in the detainee handbook or local supplement given each detainee upon admission, and post those rules and hours where detainees can easily see them. Such information shall be posted in each housing unit.

2. Make the schedule and procedures available to the public, both in written form and telephonically. A live voice or recording shall provide telephone callers the rules and hours for all categories of visitation.

3. Post schedule, procedures and notification of visitation rules and hours in the visitor waiting area in English, Spanish and, where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

D. Visitor Logs

Each facility shall maintain a log of all general visitors, and a separate log of legal visitors. If the stated purpose of the visit is for Expedited Removal consultation, the visit shall be logged in the Legal Visitation Log. Staff shall record in the general visitors’ log:

1. the name and alien-registration number (A-number) of the detainee visited;

2. the visitor’s name and address;
3. the visitor’s relationship to the detainee; and
4. the date, arrival time and departure time.

E. Incoming Property and Funds for Detainees

In accordance with standard “2.5 Funds and Personal Property,” each facility shall have written procedures regarding incoming property and money for detainees.

The facility administrator may permit a visitor to leave cash or a money order with a designated staff member for deposit in a detainee’s account; the staff member must provide the visitor a receipt for all money or property left at the facility. Under no circumstances may visitors give property or money directly to a detainee.

The shift supervisor must approve all items brought for detainees. The visiting room officer may not accept articles or gifts of any kind for a detainee, unless the facility administrator and/or shift supervisor has approved these items in advance.

Due to the relatively short length of stay and the fact that ICE/ERO provides all necessities, detainees may receive only minimal amounts of personal property, including:

1. small religious items;
2. religious and secular reading material (soft cover);
3. legal documents and papers;
4. pictures: 10 maximum, measuring 5” x 7” or smaller each;
5. prescription glasses;
6. dentures;
7. personal address book or pages;
8. correspondence;

9. wedding rings;
10. telephone calling cards; and
11. other items approved by the facility administrator.

F. Sanctions for Violation of Visitation and Contraband Rules

Any violation of the visitation rules by the detainee may result in disciplinary action against the detainee, including loss of visitation privileges, excluding legal and consular visits. Visiting privileges may be revoked only through the formal detainee disciplinary process. However, the facility administrator has the authority to restrict or suspend a detainee’s ordinary visiting privileges temporarily when there is reasonable suspicion that the detainee has acted in a manner constituting a threat to the safety, security or good order of the facility. Each incident shall be documented, and the restriction or suspension shall be limited to the time required to investigate and complete the disciplinary process. Legal visitation shall be suspended only if necessary to maintain the safety or security of the facility.

A visitor’s failure to abide by visiting rules may result in immediate cancellation or termination of a visit and/or suspension of future visitation privileges.

Introduction of contraband or other criminal violations may lead to criminal prosecution of a visitor, a detainee or both.

G. Dress Codes for Visitors

If the facility establishes and maintains a dress code for visitors, it shall be made available to the public, e.g., posted on the facility’s website, telephone message and included in the detainee handbook.

H. Visiting Room Conditions
The facility’s visiting areas shall be appropriately furnished and arranged, and made as comfortable and pleasant as practicable. Also, as practicable, space shall be provided outside of the immediate visiting areas for the secure storage of visitors’ coats, handbags and other personal items.

The facility administrator shall provide adequate supervision of all visiting areas, and the visiting area officer shall ensure that all visits are conducted in an orderly and dignified manner.

I. Visits by Family and Friends

1. Hours and Time Limits

Each facility shall establish a visiting schedule based on the detainee population and the demand for visits. Visits shall be permitted during set hours on Saturdays, Sundays and holidays, and to the extent practicable, facilities shall also establish visiting hours on weekdays and during evening hours. The facility shall accommodate the scheduling needs of visitors for whom scheduled visiting hours pose a hardship, for example, authorizing special visits for family visitors.

To accommodate the volume of visitors within the limits of space and staff resources, and to ensure adequate security, the facility administrator may restrict visits (e.g., some or all detainees and visitors may be limited to visiting on Saturday or on Sunday, but not both days). ICE/ERO does not require a facility to permit every visitor to visit on both days of a weekend, nor to permit every detainee to have visits on both days of a weekend. However, to the extent practicable, ICE/ERO encourages the facility administrator to establish visiting hours for each detainee on both days of the weekend, and to try to accommodate visitors who can only visit on a specific weekend day.

The facility’s written rules shall specify time limits for visits, no less than one hour, under normal conditions.

ICE/ERO encourages more generous limits when possible, especially for family members traveling significant distances. In unforeseen circumstances, such as the number of visitors exceeding visiting room capacity, the facility administrator may modify visiting periods.

2. Persons Allowed to Visit

Individuals from the following categories shall be permitted to visit, unless they pose a threat to the security and good order of the facility:

a. Immediate Family: Immediate family may include mothers, fathers, stepparents, foster parents, brothers, sisters, stepbrothers, stepsisters, biological and adopted children, stepchildren, foster children and spouses, including common-law spouses.

Immediate family members detained at the same facility may visit with each other during normal visiting hours, regardless of gender, when practicable.

b. Minors: Facilities should have provisions to allow for contact or non-contact visitation with minor children, stepchildren and foster children. Facilities that allow visitations by minor children, stepchildren and foster children should try to facilitate contact visitation when possible. Facilities should allow detainees to see their minor children as soon as possible after admission. Generous time allotments for visitation with minor children are recommended.

At facilities where there is no provision for visits by minors, upon request, ICE/ERO shall arrange for a visit by children, stepchildren and foster children within the first 30 days. After that time, upon request, ICE/ERO shall consider a request for transfer, when possible, to a facility that shall allow such visitation. Upon request, ICE/ERO...
shall continue monthly visits, if transfer is not approved, or until an approved transfer can be effected.

At the supervisor’s discretion, a minor without positive identification may be admitted if the accompanying adult visitor vouches for his/her identity. Minors must remain under the direct supervision of an adult visitor so as not to disturb other visitors, and excessively disruptive conduct by minors may result in termination of the visit.

c. Others may include grandparents, uncles, aunts, in-laws, cousins, nieces, nephews, non-relatives and friends.

3. Visitor Identification and Search Procedures

Staff shall verify each adult visitor’s identity before admitting him/her to the facility. No adult visitor may be admitted without government-issued photo identification. All visitors shall be subject to identification and personal search in accordance with standard “2.4 Facility Security and Control.”

The facility administrator may establish a procedure for random criminal background and warrant checks for the purpose of ensuring facility safety, security and good order. Visitors shall not be precluded from visiting a detainee solely because of a past conviction. Facilities can exclude visitors based on an examination of the underlying conduct of the conviction.

Staff shall escort visitors to the visiting room only after completing identification and inspection as provided in the facility’s written procedures. All visitors are subject to a personal search, which may include a pat (“pat-down”) search as well as a visual inspection of purses, briefcases, packages and other containers. Written procedures shall be publicly available to inform visitors that they are subject to search procedures. Any person who refuses to be searched is prohibited from visiting a detainee.

In each facility, written procedures shall provide for the prevention, cancellation or termination of any visit that appears to pose a threat to safety, security or good order. Visiting area officers or other staff, who believe a situation poses such a threat, shall alert the shift supervisor or equivalent; the supervisor may then prevent, cancel or terminate the visit.

The inspecting officer may ask the visitor to open a purse, briefcase, package and other container for visual inspection of its contents. If warranted, the officer may ask the visitor to remove the contents and place them on a table; however, the officer may not place his or her hands inside the container. Facilities shall provide and promote visitors’ use of lockers or a secure area provided for safekeeping of personal belongings during visits.

Only an officer with the rank of supervisor or above may deny or cancel a visit. In those cases, the officer shall document his or her action in a memorandum sent through official channels to the facility administrator. The visiting room officer, with concurrence from the shift supervisor, may terminate visits involving inappropriate behavior.

Facilities shall not require approved visitor lists from ICE/ERO detainees.

4. Contact Visits

Written procedures shall detail the limits and conditions of contact visits in facilities that permit them. Ordinarily, within the bounds of propriety, handshaking, embracing and kissing are permitted only at the beginning and end of the visit; however, staff may limit physical contact to minimize opportunities for contraband introduction and to otherwise maintain the orderly operation of the visiting area.

Detainees receiving contact visits shall be given a thorough pat-down search prior to entering the visiting room. Upon exiting, searches of detainees
shall be conducted in accordance with facility policy and procedures, which should be reflective of such factors as:

a. the nature of the facility;

b. whether the facility houses detainees pending trial for violent or drug-related crimes;

c. the availability of appropriate screening devices; monitoring technology; and/or

d. concern for contraband entering the facility.

A facility may only adopt a policy permitting strip searches after contact visits in the absence of reasonable suspicion if detainees have the right to choose non-contact visitation instead. Detainees must be fully informed of that option and the policy generally in a language or manner they understand. The facility must document all strip searches that are performed based on such policy.

5. Visits for Administrative and Disciplinary Segregation Detainees

While in administrative or disciplinary segregation status, a detainee ordinarily retains visiting privileges.

Segregated detainees may ordinarily use the visiting room during normal visiting hours. However, the facility may restrict or disallow visits for a detainee who violates visiting rules or whose behavior indicates that he/she may be a threat to the security or good order of the visiting room.

Under no circumstances may detainees be permitted to participate in visitation while in restraints. If the detainee’s behavior warrants restraints, the visit may not be granted under general population visiting conditions. Any restriction or denial of visits shall be documented in writing.

Detainees in protective custody, and violent and/or disruptive detainees, shall not use the visitation room during normal visitation hours. In cases in which a visit may present an unreasonable security risk, visits may be disallowed for a particular detainee.

J. Visits by Legal Representatives and Legal Assistants

1. General

In visits referred to as “legal visitation,” each detainee may meet privately with current or prospective legal representatives and their legal assistants. Legal visits may not be terminated for routine official counts.

2. Hours

Each facility shall permit legal visitation seven days a week, including holidays, for a minimum of eight hours per day on regular business days (Monday through Friday), and a minimum of four hours per day on weekends and holidays.

The facility shall provide notification of the rules and hours for legal visitation as specified above. This information shall be prominently posted in the waiting areas and visiting areas and in the housing units.

On regular business days, legal visitations may proceed through a scheduled meal period, and the detainee shall receive a tray or sack meal after the visit.

In emergency circumstances, facilities may consider requests from legal representatives for extended visits or visits outside normal facility visiting hours.

3. Persons Allowed to Visit

Subject to the restrictions stated below, individuals in the following categories may visit detainees to discuss legal matters:

a. Attorneys and Other Legal Representatives: An attorney is any person who is a member in good standing of the bar of the highest court of any
state, possession, territory, commonwealth or the District of Columbia, and is not under an order of any court suspending, enjoining, restraining, disbarring or otherwise restricting him/her in the practice of law.

A legal representative is an attorney or other person representing another in a matter of law, including: law students or law graduates not yet admitted to the bar under certain conditions; accredited representatives; and accredited officials and attorneys licensed outside the United States. See 8 C.F.R. § 292.1 for more detailed definitions of these terms.

b. Legal Assistants: Upon presentation of a letter of authorization from the legal representative under whose supervision he/she is working, an unaccompanied legal assistant may meet with a detainees during legal visitation hours. The letter shall state that the named legal assistant is working on behalf of the supervising legal representative for purposes of meeting with the ICE/ERO detainees.

c. Translators and Interpreters: The facility shall permit translators and interpreters to accompany legal representatives and legal assistants on legal visits, subject to “Visitor Identification and Search Procedures” detailed above.

d. Messengers: The facility shall permit messengers (who are not legal representatives or legal assistants) to deliver documents to and from the facility, but not to visit detainees.

4. Identification of Legal Representatives and Legal Assistants

Prior to each visit, all legal representatives and assistants shall be required to provide appropriate identification, such as a bar card from any state, a document demonstrating partial or full accreditation from the U.S. Department of Justice (DOJ).

Executive Office for Immigration Review (EOIR), or a letter of authorization from the legal representative or attorney under whose supervision the individual is working as detailed above.

Legal representatives and legal assistants shall not be asked to state the legal subject matter of the meeting.

Legal representatives and legal assistants are subject to a non-intrusive search—such as a pat-down search of the person or a search of the person’s belongings—at any time for the purpose of ascertaining the absence of contraband.

5. Identification of Detainee to Be Visited

While identification by A-number is preferable, a facility may not require legal representatives and assistants to submit a detainee’s A-number as a condition of visiting. Where the legal representative or assistant provides alternative information sufficient to reasonably identify the specific detainee, the facility shall make a good-faith effort to locate a detainee.

6. Call-Ahead Inquiries

Each facility shall establish a written procedure to allow legal representatives and assistants to telephone the facility in advance of a visit to determine whether a particular individual is detained there. The request must be made to the on-site ICE/ERO staff or, where there is no resident staff, to the ICE/ERO office with jurisdiction over the facility.

7. Pre-Representation Meetings

During the regular hours for legal visitation, the facility shall permit detainees to meet with prospective legal representatives or legal assistants. The facility shall document such “prerepresentation meetings” in the logbook for legal visitation.

To meet with a detainee, a legal service provider’s
8. Form G-28 and Attorney/Client Meetings

Attorneys representing detainees on legal matters unrelated to immigration are not required to complete a Form G-28.

Once an attorney-client relationship has been established, or if an attorney-client relationship already exists, the legal representative shall complete and submit a Form G-28, available in the legal visitation reception area. Staff shall collect completed forms and forward them to ICE/ERO.

9. Private Meeting Room and Interruption for Head Counts

Visits between legal representatives or legal assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.

Officers may terminate legal visits at the end of the allotted time or to maintain security, but not for routine official counts.

Staff shall not be present in the confidential area during the meeting unless the legal representative or legal assistant requests the presence of an officer; however, as long as staff cannot overhear the conversation, staff may observe such meetings visually through a window or camera, to the extent necessary to maintain security.

When a situation arises in which private conference rooms are in use and the attorney wishes to meet in a regular or alternate visiting room, the request shall be accommodated to the extent practicable. Such meetings shall be afforded the greatest possible degree of privacy under the circumstances.

10. Materials Provided to Detainees by Legal Representatives

The facility’s written legal visitation procedures must provide for the exchange of documents between a detainee and the legal representative or assistant, even when contact visitation rooms are unavailable.

Documents or other written material provided to a detainee during a visit with a legal representative shall be inspected but not read. Detainees are entitled to retain legal material received for their personal use. Quantities of blank forms or self-help legal material in excess of those required for personal use may be held for the detainee with his/her property. The detainee shall be permitted access to these documents utilizing the established avenues of communication.

11. Administrative and Disciplinary Segregation

Detainees in administrative or disciplinary segregation shall be allowed legal visitation. If the facility administrator considers special security measures necessary, he/she shall notify the legal service provider of the security concerns prior to the meeting.

12. Group Legal Meetings

Upon request of a legal representative or assistant, the facility administrator may permit a confidential meeting (with no officer present) involving the requester and two or more detainees. This may occur for various purposes (e.g., pre-representational, representational, removal-related). The facility shall grant such requests to the greatest extent practicable, if it has the physical capacity and if the meeting shall not interfere with the safety, security and good order of the facility. Each facility administrator shall limit detainee attendance according to the practical concerns of the facility, or the security concerns associated with the meeting in question.

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(Revised December 2016) (As Modified by February 2013 Errata)
See also standard “6.4 Legal Rights Group Presentations.”

13. ICE/ERO-Provided List of Free Legal Service Providers and Detainee Sign-Up

ICE/ERO shall provide each facility the official list of local free legal service providers, updated quarterly by the local DOJ Executive Office for Immigration Review. The facility shall promptly and prominently post the current list in detainee housing units and other appropriate areas.

Any legal organization or individual on the current list may write the facility administrator to request the posting and/or general circulation of a sign-up sheet.

The facility administrator shall then notify detainees of the availability of the sign-up sheet and according to established procedures, ensure coordination with the pro bono organization.

14. Legal Visitation Log

Staff shall maintain a separate log to record all legal visitors, including those denied access to the detainee. The log shall include the reason(s) for denying access.

*Log entries shall include the following information:*

  a. date;
  b. time of arrival;
  c. visitor’s name;
  d. visitor’s address;
  e. supervising attorney’s name (if applicable);
  f. detainee’s name and A-number;
  g. whether the detainee currently has a G-28 on file;
  h. time visit began; and
  i. time visit ended.

Staff shall also record any important comments about the visit.

15. Availability of Legal Visitation Policy

The facility’s written legal visitation policy shall be available upon request. The site-specific policy shall specify visitation hours, procedures and standards and address, at a minimum, the following:

a. telephone inquiries;

b. dress code;

c. legal assistants working under the supervision of an attorney;

d. pre-representational meetings;

e. Form G-28 requirements;

f. identification and search of legal representatives;

g. identification of visitors;

h. materials provided to detainees by legal representatives;

i. confidential group legal meetings; and

j. detainee sign-up.

K. Consultation Visits for Detainees Subject to Expedited Removal

1. General

Detainees who are subject to expedited removal and who have been referred to an asylum officer are entitled by statute and regulation to consult with persons of the detainee’s choosing, both prior to the interview and while the asylum officer’s decision is under review. Such consultation visitation is for the general purpose of discussing immigration matters, not for purely social visits covered earlier.

a. The consultation visitation period begins before any interview with an asylum officer and continues while the asylum officer’s determination is under review by the supervisory
asylum officer or immigration judge.

b. The consultation visitation period ends with the issuance of a Notice to Appear and once the detainee is placed in removal proceedings before an immigration judge; however, the detainee retains legal and other visitation privileges in accordance with this standard.

“Consultation visitation” may neither incur government expense nor unduly delay the removal process.

2. Method of Consultation

Because expedited removal procedures occur within short time frames, each facility shall develop procedures that liberally allow for consultation visitation, to ensure compliance with statutory and regulatory requirements and to prevent delay in the expedited removal process. Given the time constraints, consultation by mail is highly discouraged.

Facility staff shall ensure that consultation, whether in person, by telephone or by electronic means, proceed without hindrance. Staff shall be sensitive to individual circumstances when resolving consultation-related issues.

Consultation visitation shall be allowed during legal visitation hours and during general visitation hours. If necessary to meet demand, the facility administrator shall increase consultation visiting hours.

3. Persons Allowed to Visit for Consultation Purposes

Detainees subject to expedited removal may consult whomever they choose, in person, by phone or by other electronic needs, at any time during the first 48 hours of detention. Consultants might include, but are not limited to, attorneys and other legal representatives, prospective legal representatives, legal assistants, members of non-governmental organizations (NGOs) and friends and family.

Consultants are subject to the same identification and security screening procedures as general visitors. If documented security concerns preclude an in-person visit with a particular individual, the facility administrator shall arrange for consultation by telephone or other electronic means. If security reasons also preclude consultation by telephone or other electronic means, the facility administrator, through the Field Office Director, shall consult the respective ICE Office of Chief Counsel.

4. Privacy

Consultation visits, whether in person, by telephone or other electronic means, shall receive the same privacy as communications between legal representatives and detainees.

5. Admittance for Asylum Officer Interview

Detainees subject to expedited removal may bring and consult advisors during the asylum officer interview. The presence of persons to consult is also allowed during the Immigration Judge’s review of a negative credible fear determination, at the judge’s discretion.

6. Log

Staff shall record consultation visits in the legal visitation log.

7. Form G-28 for Consultation Visits

Visitors are not required to file a Form G-28 to participate in a consultation visit or provide consultation during an asylum officer interview or Immigration Judge’s review of a negative credible fear determination. This stipulation applies even if the visitor is an attorney or legal representative.

8. Other Considerations for Consultation Visits

The above procedures for “Visits by Legal Representatives and Legal Assistants” apply to other considerations in regard to consultation visits such as the following:
a. group consultations;
b. call-ahead inquiries;
c. searches;
d. detainee identification;
e. materials provided to detainees by the visitor;
f. consultation visits for detainees in administrative and disciplinary segregation;
g. pro-bono list and detainee sign-up; and
h. availability of consultation visitation policy.

L. Consular Visitation

According to international agreements and under regulation 8 C.F.R. § 236.1, detainees must be advised of their right to consular access and ICE/ERRO shall facilitate the detainee’s access to consular officers. ICE/ERRO policy and practice stipulate that all detained individuals be provided with notice, through the facility administrator, of their right to contact their consular representative(s) and receive visits from their consulate officer(s).

The facility administrator shall ensure that all detainees are notified of and afforded the right to contact and receive visits from their consular officers. The same hours, privacy and conditions that govern legal visitation apply to consular visitation. Consular visits may be permitted at additional times outside normal visitation hours, with the facility administrator’s prior authorization.

To conduct such visits, consular officers must present Department of State-issued identification.

M. Visits from Representatives of Community Service Organizations

The facility administrator may approve visits to one or more detainees by individuals or groups representing community service organizations, including civic, religious, cultural, therapeutic and other groups. Volunteers may provide a special religious, educational, therapeutic or recreational activity.

The facility administrator’s approval shall take into account such factors as:

1. safety and security considerations;
2. availability of detention personnel to supervise the activity; and
3. sufficient advance notification to the facility administrator.

Detainees’ immediate family and other relatives, friends and associates, as detailed above under “Persons Allowed to Visit,” may not serve as volunteers.

To inform the facility administrator’s decision, facility staff (such as chaplains and recreation specialists) shall verify the organization’s bona fide interests and qualifications for this kind of service.

Groups and/or individuals from those groups must:

1. Provide the facility with advance notification of the names, dates of birth and social security numbers or unexpired passport number of the group members who shall be visiting;

   All volunteers, regardless of title or position, are subject to a background check that includes, but is not limited to, a criminal history check, verification of identity and occupation and verification of credentials for the type of activity involved;

2. Provide identification for individual members of the group upon arrival at the facility.

   Standard “2.4 Facility Security and Control” details procedures for checking a visitor’s identity, issuing visitor passes and accounting for visitors while they are in the facility;

3. Comply with visitation rules: each approved

5.7 | Visitation
volunteer shall receive an appropriate orientation to the facility, and shall acknowledge his/her understanding of rules and procedures by signing an agreement to comply with them, particularly in regard to permissible behavior and relationships with detainees. The orientation and signed agreement shall include at a minimum, the following functions:

a. specify lines of authority, responsibility and accountability for volunteers; and

b. prohibit volunteers from:

1) using their official positions to secure privileges for themselves or others;
2) engaging in activities that constitute a conflict of interest; and
3) accepting any gift from or engaging in personal business transactions with a detainee or a detainee’s immediate family.

All volunteers shall be held accountable for compliance with the rules and procedures.

4. Read and sign a waiver of liability that releases ICE/ERO of all responsibility in case of injury during the visit before being admitted to any secure portion of the facility or location where detainees are present.

N. Other Special Visits

1. Independent Medical Service Providers and Experts

A detainee or his/her legal representative may seek an independent medical or mental health examination to develop information useful in administrative proceedings, in accordance with “EE, Examinations by Independent Medical Service Providers and Experts” found in standard 4.3 “Medical Care.” Once the Field Office Director has approved the request for an independent examination, the facility shall provide a location for the examination but no medical equipment or supplies and the examination must be arranged and conducted in a manner consistent with maintaining the security and good order of the facility.

2. Law Enforcement Officials’ Visits

Facility visitation procedures shall cover law enforcement officials requesting interviews with detainees. Facilities shall notify and seek approval from ICE/ERO of any proposed law enforcement officer visit with a detainee.

3. Visitation by Former Detainees or Aliens in Proceedings

Former ICE/ERO detainees, individuals with criminal records and individuals in deportation proceedings shall not be automatically excluded from visitation. Individuals in any of these categories must so notify the facility administrator before registering for visitation privileges. The facility administrator shall weigh the nature and extent of an individual’s criminal record and/or prior conduct against the benefits of visitation in determining visitation privileges. A potential visitor’s failure to disclose such matters may preclude visitation privileges.

4. Business Visitors

A detainee may not actively engage in business or professional interests or activities; however, in the event that a detainee must make a decision that shall substantially affect the assets or prospects of a business, the facility administrator may permit a special visit.

ICE/ERO does not recognize or sanction any work-release program.

5. Visiting Rules Regarding Animals

Each facility shall establish and disseminate a policy and implementing procedures governing whether and, if so, under what circumstances
animals may accompany human visitors onto or into facility property.

However, service animals shall be permitted to accompany all persons with disabilities.
5.8 Voluntary Work Program

I. Purpose and Scope

This detention standard provides detainees opportunities to work and earn money while confined, subject to the number of work opportunities available and within the constraints of the safety, security and good order of the facility.

While not legally required to do so, ICE/ERO affords working detainees basic Occupational Safety and Health Administration (OSHA) protections.

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. Detainees may have opportunities to work and earn money while confined, subject to the
2. Detainees shall be able to volunteer for work assignments but otherwise shall not be required to work, except to do personal housekeeping.
3. Essential operations and services shall be enhanced through detainee productivity.
4. The negative impact of confinement shall be reduced through decreased idleness, improved morale and fewer disciplinary incidents.
5. Detainee working conditions shall comply with all applicable federal, state and local work safety laws and regulations.
6. There shall be no discrimination regarding voluntary work program access based on any detainee’s race, religion, national origin, gender, sexual orientation or disability.
7. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Voluntary Work Program” dated 12/2/2008.

This detention standard incorporates the requirements regarding detainees’ assigned to work outside of a facility’s secure perimeter originally communicated via a memorandum to all Field Office Directors from the Acting Director of U.S. Immigration and Customs Enforcement (ICE) Enforcement and Removal Operations (ERO) (11/2/2004).

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-5C-06, 5C-08, 5C-11(M), 6B-02.

ICE/ERO Performance-based National Detention Standards 2011:
- “1.2 Environmental Health and Safety”; and
- “4.1 Food Service.”

V. Expected Practices

A. Voluntary Work Program

Detainees who are physically and mentally able to work shall be provided the opportunity to participate in a voluntary work program. The detainee’s classification level shall determine the type of work assignment for which he/she is eligible. Generally, high custody detainees shall not be given work opportunities outside their housing units/living areas. Non-dedicated IGSAAs will have discretion on whether or not they will allow detainees to participate in the voluntary work program.

B. Work Outside the Secure Perimeter

ICE detainees may not work outside the secure perimeter of non-dedicated IGSA facilities.

In SPCs, CDFs, and dedicated IGSAAs, low custody detainees may work outside the secure perimeter on facility grounds. They must be directly supervised at a ratio of no less than one staff member to four detainees. The detainees shall be within sight and sound of that staff member at all times.

C. Personal Housekeeping Required

Work assignments are voluntary; however, all detainees are responsible for personal housekeeping.

Detainees are required to maintain their immediate living areas in a neat and orderly manner by:

1. making their bunk beds daily;
2. stacking loose papers;
3. keeping the floor free of debris and dividers free of clutter; and
4. refraining from hanging/draping clothing, pictures, keepsakes, or other objects from beds, overhead lighting fixtures or other furniture.

D. Detainee Selection

The facility administrator shall develop site-specific rules for selecting work detail volunteers. These site-specific rules shall be recorded in a facility procedure that shall include a voluntary work

5.8 | Voluntary Work Program

(Revised December 2016)/(As Modified by February 2013 Errata)
program agreement. The voluntary work program agreement shall document the facility’s program and shall be in compliance with this detention standard.

The primary factors in hiring a detainee as a worker shall be his/her classification level and the specific requirements of the job.

1. Staff shall present the detainee’s name to the shift supervisor or the requesting department head.

2. The shift supervisor or department head shall review the detainee’s classification and other relevant documents in the detainee’s detention file.

3. The shift supervisor or department head shall assess the detainee’s language skills because these skills affect the detainee’s ability to perform the specific requirements of the job under supervision. To the extent possible, work opportunities shall be provided to detainees who are able to communicate with supervising staff effectively and in a manner that does not compromise safety and security.

4. Inquiries to staff about the detainee’s attitude and behavior may be used as a factor in the supervisor’s selection.

Staff shall explain the rules and regulations as well as privileges relating to the detainee worker’s status. The detainee shall be required to sign a voluntary work program agreement before commencing each new assignment. Completed agreements shall be filed in the detainee’s detention file.

E. Special Details

Detainees may volunteer for temporary work details that occasionally arise. The work, which generally lasts from several hours to several days, may involve labor-intensive work.

F. Discrimination in Hiring Prohibited

Detainees shall not be denied voluntary work opportunities on the basis of such factors as a detainee’s race, religion, national origin, gender, sexual orientation or disability.

G. Physically and Mentally Challenged Detainees

Detainees with Disabilities

While medical or mental health restrictions may prevent some physically or mentally challenged detainees from The facility shall allow, where possible, detainees with disabilities working, those with less severe disabilities shall have the opportunity to participate in the voluntary work program in appropriate work assignments.

Consistent with the procedures outlined in Standard 4.8 “Disability Identification, Assessment, and Accommodation,” the facility shall provide reasonable accommodations and modifications to its policies, practices, and/or procedures to ensure that detainees with disabilities have an equal opportunity to access, participate in, and benefit from the voluntary work programs.

1. The selecting official must consider the precise limitations of a disabled individual before rejecting that individual for selected work assignments.

2. Expediency or convenience is insufficient justification to reject a detainee who, with reasonable accommodation, can perform essential functions of the work assignment.

3. In disputed cases, the selecting official shall consult medical personnel to ascertain the detainee’s suitability for a given project.

H. Hours of Work
Detainees who participate in the volunteer work program are required to work according to a schedule.

The normal scheduled workday for a detainee employed full time is a maximum of 8 hours. Detainees shall not be permitted to work in excess of 8 hours daily, 40 hours weekly.

Unexcused absences from work or unsatisfactory work performance may result in removal from the voluntary work program.

I. Number of Details in One Day

The facility administrator may restrict the number of work details permitted a detainee during one day. In SPCs, CDFs, and dedicated IGSAs a detainee may participate in only one work detail per day.

J. Establishing Detainee Classification Level

If the facility cannot establish the classification level in which the detainee belongs, the detainee shall be ineligible for the voluntary work program.

K. Compensation

Detainees shall receive monetary compensation for work completed in accordance with the facility's standard policy.

The compensation is at least $1.00 (USD) per day. The facility shall have an established system that ensures detainees receive the pay owed them before being transferred or released.

L. Removal of Detainee from Work Detail

A detainee may be removed from a work detail for such causes as:
1. unsatisfactory performance;
2. disruptive behavior, threats to security, etc.;
3. physical inability to perform the essential elements of the job due to a medical condition or lack of strength;
4. prevention of injuries to the detainee; and/or
5. a removal sanction imposed by the Institution Disciplinary Panel for an infraction of a facility rule, regulation or policy.

When a detainee is removed from a work detail, the facility administrator shall place written documentation of the circumstances and reasons in the detainee detention file.

Detainees may file a grievance to the local Field Office Director or facility administrator if they believe they were unfairly removed from work, in accordance with standard “6.2 Grievance System.”

M. Detainee Responsibility

The facility administrator shall establish procedures for informing detainee volunteers about on-the-job responsibilities and reporting procedures.

The detainee is expected to be ready to report for work at the required time and may not leave an assignment without permission.

1. The detainee shall perform all assigned tasks diligently and conscientiously.
2. The detainee may not evade attendance and performance standards in assigned activities nor encourage others to do so.
3. The detainee shall exercise care in performing assigned work, using safety equipment and taking other precautions in accordance with the work supervisor’s instructions.
4. In the event of a work-related injury, the detainee shall notify the work supervisor, who shall immediately implement injury-response procedures.

N. Detainee Training and Safety

5.8 | Voluntary Work Program
All detention facilities shall comply with all applicable health and safety regulations and standards.

The facility administrator shall ensure that all department heads, in collaboration with the facility’s safety/training officer, develop and institute appropriate training for all detainee workers.

1. The voluntary work program shall operate in compliance with the following codes and regulations:
   a. Occupational Safety and Health Administration (OSHA) regulations;
   b. National Fire Protection Association 101 Life Safety Code; and
   c. International Council Codes (ICC).

Each facility administrator’s designee is responsible for providing access to complete and current versions of the documents listed above.

The facility administrator shall ensure that the facility operates in compliance with all applicable standards.

2. Upon a detainee’s assignment to a job or detail, the supervisor shall provide thorough instructions regarding safe work methods and, if relevant, hazardous materials, including:
   a. safety features and practices demonstrated by the supervisor; and
   b. recognition of hazards in the workplace, including the purpose for protective devices and clothing provided, reporting deficiencies to their supervisors (staff and detainees who do not read or understand English shall not be authorized to work with hazardous materials).

A detainee shall not undertake any assignment before signing a voluntary work program agreement that, among other things, confirms that the detainee has received and understood training from the supervisor about the work assignment.

The voluntary work program agreement, which each detainee is required to sign prior to commencing each new assignment, shall be placed in the detainee’s detention file.

3. For a food service assignment, medical staff, in conjunction with the U.S. Public Health Service, shall ensure that detainees are medically screened and certified before undertaking the assignment.

4. The facility shall provide detainees with safety equipment that meets OSHA and other standards associated with the task performed.

5. The facility administrator shall ensure that the facility operates in compliance with all applicable standards.

O. Detainee Injury and Reporting Procedures

The facility administrator shall implement procedures for immediately and appropriately responding to on-the-job injuries, including immediate notification of ICE/ERO.

If a detainee is injured while performing his/her work assignment:

1. The work supervisor shall immediately notify facility medical staff. In the event the accident occurs in a facility that does not provide 24-hour medical care, the supervisor shall contact the on-call medical officer for instructions.

2. First aid shall be administered as necessary.

3. Medical staff shall determine what treatment is necessary and where that treatment shall take place.
4. The work supervisor shall complete a detainee accident report and submit it to the facility administrator for review and processing and file it in the detainee’s detention file and A-file.
6.1 Detainee Handbook

I. Purpose and Scope

This detention standard requires that, upon admission, every detainee be provided comprehensive written orientation materials that describe such matters as the facility’s rules and sanctions, disciplinary system, mail and visiting procedures, grievance system, services, programs, and medical care, in English, Spanish and other languages and that detainees acknowledge receipt of those materials.

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.

For all types of facilities, procedures that appear in italics with a marked (***) on the page indicate optimum levels of compliance for this standard.

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. Upon admission to a facility, each detainee shall be provided the comprehensive written orientation materials, which shall consist of the ICE National Detainee Handbook (ICE Handbook) and a local detainee handbook supplement. The facility shall develop the local detainee handbook supplement, which shall describe such matters as:
   a. the grievance system;
   b. services and programs;
   c. medical care;
   d. access to legal counsel;
   e. law libraries and legal material;
   f. correspondence and other material;
   g. staff-detainee communication;
   h. the classification system;
   i. visitation; and
   j. the disciplinary system.

2. Each detainee shall verify, by signature and date, receipt of those orientation materials, and that acknowledgement shall be maintained in the detainee’s detention file.

3. The ICE Handbook will be provided to the facility in English, Spanish and other languages made available by ICE. The facility administrator shall ensure that the facility has sufficient quantities of the English and all translated versions of the ICE Handbook, and shall request additional copies of the ICE Handbook from the Field Office Director as needed.

4. The local handbook supplement 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. Materials may be provided via audio or video recordings.

The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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.

III. Standards Affected


IV. References


ICE/ERO Performance-based National Detention Standards 2011:

- “2.2 Custody Classification System”;
- “2.13 Staff-Detainee Communication”;
- “3.1 Disciplinary System”;
- “4.3 Medical Care”;
- “5.1 Correspondence and Other Mail”;
- “5.7 Visitation”;
- “6.2 Grievance System”;
- “6.3 Law Libraries and Legal Material.”

V. Expected Practices

A. Distribution

The facility administrator shall distribute the ICE Handbook, and shall develop and distribute a local written supplement to the handbook.

For consistency among detention facilities, the ICE Handbook shall be used as a comprehensive orientation resource. In each facility, the local supplement contents shall be customized and adapted for that specific facility.

B. Contents of Local Supplement

Upon admission to a facility, prior to placement in general population, each detainee shall be provided a copy of the handbook and that facility’s local supplement to the handbook.

Staff shall require each detainee to verify, by signature, receipt of the handbook, and shall maintain that signed acknowledgement in the detainee’s detention file.

While all applicable topics from the handbook must be addressed, it is especially important that each local supplement notify each detainee of:

1. the rules, regulations, policies and procedures with which every detainee must comply;
2. detainee rights and responsibilities;
3. procedures for requesting interpretive services for essential effective communication;
3.4. procedures for requesting reasonable accommodations;
4.5. the facility’s zero tolerance policy for all forms of sexual abuse and assault;
5.6. the facility’s rules of conduct and prohibited acts, the disciplinary severity scale, the sanctions imposed for violations of the rules, the disciplinary process, the procedure for appealing disciplinary findings, and detainees’ rights in the disciplinary system, as required by standard “3.1 Disciplinary System,” at Section B of Expected Practices;
6.7. information about the facility’s grievance system including medical grievances, as required by standard “6.2 Grievance System,” at Section B of Expected Practices;
7.8. the facility’s policies on telephone access and on the monitoring of telephone calls, if telephone calls are monitored;
8.9. the facility’s visitation rules and hours;
9.10. rules and procedures governing access to the law library as required by standard “6.3 Law Libraries and Legal Material,” at Sections E(2) and N of Expected Practices;
10.11. content and procedures of the facility’s rules on legal rights group presentations, and the availability of legal orientation programs;
11.12. the facility’s rules on correspondence and other mail, including information on correspondence procedures as required by standard “5.1 Correspondence and Other Mail,” at Section C of Expected Practices;
12.13. the facility’s policies and procedures related to personal property, as required by standard “2.5 Funds and Personal Property,” at Section C of Expected Practices;
43.14. the facility’s marriage request procedures;
44.15. contact information for the ICE/ERO Field Office and the scheduled hours and days that ICE/ERO staff is available to be contacted by detainees at the facility; and
45.16. procedures to submit written questions, requests, or concerns to ICE/ERO staff, as well as the availability of assistance to prepare such requests.

C. Translations and Access for Limited English Proficient Detainees

The ICE Handbook shall be provided in English, Spanish and other predominant languages as determined necessary by the Field Office Director. The facility administrator shall ensure that the facility has sufficient quantities of the English and all translated versions of the ICE Handbook and shall request additional copies of the ICE Handbook from the Field Office Director as needed. The local handbook supplement 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.

If a detainee cannot read or does not understand the language of the handbook, the facility administrator shall provide the material using audio or video tapes in a language the detainee does understand, arrange for the orientation materials to be read to the detainee, or provide a translator or interpreter within a reasonable amount of time.

D. Detention Support Staff

The facility administrator shall provide a copy of the ICE Handbook and the local supplement to every staff member who has contact with detainees, and shall address their contents in initial and annual
staff training.

E. Updates

The ICE Handbook will be updated as necessary by ICE/ERO. The facility administrator shall appoint a committee to review the local supplement annually and recommend changes. While the handbook does not have to be immediately revised and reprinted to incorporate every change, the facility administrator shall establish procedures for immediately communicating such changes to staff and detainees through methods including but not limited to the following:

1. posting changes on bulletin boards in housing units and other prominent areas;
2. notifying staff by memos and other means; and
3. informing new arrivals during orientation.

On occasion, ICE/ERO may require a specific and immediate change to the handbook.

F. Reporting Allegations

The ICE Handbook will explicitly address how detainees shall report allegations of abuse and civil rights violations, along with violations of officer misconduct, directly to ICE/ERO headquarters or the DHS Office of Inspector General.
6.2 Grievance System

I. Purpose and Scope

This detention standard protects a detainee’s rights and ensures that all detainees are treated fairly by providing a procedure for them to file both informal and formal grievances, which shall receive timely responses relating to any aspect of their detention, including medical care.

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. Detainees shall be informed about the facility’s informal and formal grievance system in a language or manner they understand.

2. In their daily interaction, staff and detainees shall mutually resolve most complaints and grievances orally and informally.

3. Detainees shall be able to file formal grievances, including medical grievances, and shall receive written responses, including the basis for the decision, in a timely manner.

4. Detainees shall be able to file emergency grievances for incidents that involve an immediate threat to health, safety, or welfare, and shall receive written responses, including the basis for the decision, in a timely manner.

5. Detainees shall be able to appeal initial decisions on grievances to at least one higher level of review.

6. Facilities shall allow any ICE/ERO detainee dissatisfied with the facility’s response to a grievance or those fearing retaliation to be able to appeal or communicate directly with ICE/ERO.

7. Accurate records shall be maintained for filed grievances and their resolution in a grievance log and the detainee’s detention file.

8. No detainee shall be harassed, disciplined, punished or otherwise retaliated against for filing a complaint or grievance.

9. The facility shall assist detainees with disabilities and other special needs in preparing and pursuing a grievance, including those with serious mental illness, known intellectual or developmental disabilities, or who are blind or have low vision.

10. The applicable contents and procedures in this standard shall be communicated to a detainee in a language or manner the detainee can understand. 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 notetakers, 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. The facility shall accommodate the special assistance needs of detainees in preparing and pursuing a grievance, including those with profound mental illness or known intellectual disability.

**III. Standards Affected**

This detention standard replaces “Detainee Grievance Procedures” dated 12/2/2008.

**IV. References**


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

- “2.13 Staff-Detainee Communication”
- “5.1 Correspondence and Other Mail.”


**V. Expected Practices**

**A. Written Procedures Required**

Each facility shall have written policy and procedures for a detainee grievance system that:

1. establish a procedure for any detainee to file an informal or formal grievance;
2. establish a procedure to track or log all ICE detainee grievances separately from other facility populations;
3. establish reasonable time limits for:
   a. processing, investigating and responding to grievances;
   b. convening a grievance committee (or actions of a single designated grievance officer) to review formal complaints; and
   c. providing written responses to detainees who filed formal grievances, including the basis for the decision;
4. ensure a procedure in which all medical grievances are received by the administrative health authority within 24 hours or the next business day, with a response from medical staff within five working days, where practicable;
5. establish a special procedure for time-sensitive, emergency grievances, including having a mechanism by which emergency medical grievances are screened as soon as practicable by appropriate personnel;
6. ensure each grievance receives appropriate review;
7. provide at least one level of independent appeal that excludes individuals previously involved in the decision making process for the same grievance;
8. include guarantees against reprisal; and
9. ensure information, advice and directions are provided to detainees in a language or manner they can understand, or that interpretation/translation services are utilized.

B. Informing Detainees about Grievance Procedures

The facility shall provide each detainee, upon admittance, a copy of the detainee handbook and local supplement (see also standard “6.1 Detainee Handbook”), in which the grievance section provides notice of the following:

1. The expectation that, to the greatest extent possible, complaints and grievances shall be handled orally and informally by staff in their daily interaction with detainees (at all times, the detainee shall be granted the right to file a formal grievance and pursue the formal grievance process);
2. The right to file a grievance, including medical grievances, both informal and formal;
3. The process for filing emergency grievances;
4. The procedures for filing and resolving a grievance, including the availability of assistance in preparing a grievance (assistance for detainees with impairments or disabilities, interpretation/translation services for detainees with limited English proficiency (LEP) and assistance for detainees with limited literacy);
5. The procedures for filing and resolving an appeal, including the right to appeal to specified higher levels if the detainee disagrees with the lower decisions;
6. The procedures for contacting ICE/ERO to appeal a decision;
7. The policy prohibiting staff from harassing, disciplining, punishing or otherwise retaliating against any detainee for filing a grievance or contacting the Office of the Inspector General (OIG); and
8. The opportunity at any point to file a complaint directly to the Department of Homeland Security (DHS) OIG about staff misconduct, physical or sexual abuse or civil rights violations; complaints may be filed by calling the DHS OIG Hotline at 800-323-8603 or by writing to: Department of Homeland Security Attn: Office of the Inspector General Washington, DC 20528

C. Grievance Procedures

1. Informal Grievances

Informal grievance resolution offers a detainee the opportunity to expeditiously resolve his/her complaint before resorting to the more time-consuming written formal procedure. Staff at every facility shall make every effort to resolve a detainee’s complaint or grievance at the lowest level possible, in an orderly and timely manner.

The facility administrator, or designate, shall establish written procedures for detainees to orally and informally present the issue of concern (as addressed in standard “2.13 Staff-Detainee Communication”). Upon request, additional assistance will be provided for detainees with impairments or disabilities, interpretation/translation services for detainees who are LEP who do not speak adequate English, and assistance for detainees with limited literacy.

Detention facility staff is encouraged to provide assistance if a detainee cannot properly communicate their concern.

A detainee is free to bypass or terminate the
informal grievance process at any point and proceed directly to the formal grievance stage.

If an informal grievance is resolved, the employee need not provide the detainee written confirmation of the outcome, but shall document the result for the record in the detainee’s detention file and in any logs or data systems the facility has established to track such actions.

Staff members who receive a detainee’s informal complaint or grievance shall:

a. attempt to resolve the issue informally, if the issue is within his/her scope of responsibility; or
b. notify the appropriate supervisor of the grievance as soon as practical.

The supervisor may try to resolve the matter or advise the detainee to initiate a written grievance.

If the grievance is resolved at this informal level, the individual who resolved the issue shall document the circumstances and resolution in the detainee’s detention file and in the facility’s grievance log.

2. Emergency Grievances

Each facility shall implement written procedures for identifying and handling a time-sensitive emergency grievance that involves an immediate threat to health, safety or welfare. Written procedures shall also cover urgent access to legal counsel and the law library. All staff shall be trained to respond appropriately and in an expeditious manner to emergency grievances. Once the receiving employee determines that the detainee is raising an issue requiring urgent attention, emergency grievance procedures shall apply. Translation and interpretation services shall be made available to those who need it.

Emergency grievances may be brought by a detainee to a designated grievance officer (GO) or directly to the facility administrator or their designee. If these personnel are not available, a shift supervisor may be informed of the complaint.

A report of the grievance, including the nature of the complaint, the name of the detainee and the action taken to resolve the issue, shall be prepared in written form and forwarded to the facility administrator, or designee.

If the facility administrator determines that the grievance is not an emergency, standard grievance procedures shall apply.

All emergency grievance reports, to include the circumstances of the grievance and the resolution, shall be placed in the detainee’s detention file and documented in the facility’s grievance log.

Medical emergencies shall be brought to the immediate attention of proper medical personnel for further assessment. If it is determined that it is not a medical emergency, standard grievance procedures shall apply.

3. Formal Written Grievances

The detainee may file a formal grievance at any time during, after, or in lieu of lodging an informal complaint. The facility may not impose a time limit on when a detainee may submit a formal grievance.

In preparing and pursuing a grievance, the facility administrator, or designee, shall ensure procedures are in place to provide the assistance to detainees with impairments or disabilities, interpretation/translation services for detainees who are LEP, and assistance for detainees with limited literacy.

Facility grievance procedures shall be communicated to a detainee in a language or manner the detainee can understand. All written materials provided to detainees shall be translated into Spanish. Where practicable, provisions for written translation shall be made for other
significant segments of the population with limited English proficiency.

Staff shall provide the number of forms and envelopes requested by the detainee. Within reason, detainees are not limited in the number of forms and envelopes they may request.

Each facility shall establish three levels of formal grievance review. These reviews shall consist of: 1) GO review; 2) grievance appeals board (GAB) review; and 3) appellate review. ICE will issue guidance on the designation of representatives and additional guidelines for conducting hearings.

a. Grievance Procedure Guidelines

1) 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.

2) Another detainee, facility staff, family member, legal representative or non-governmental organization may assist in the preparation of a grievance with a detainee’s consent.

a) If the detainee claims that the issue is sensitive or that his/her safety or well-being may be jeopardized if others in the facility learn of the grievance, the detainee must:
   - describe in the grievance the reason for circumventing standard procedures; and
   - be given the right to seal the grievance in an envelope clearly marked “sensitive” or “medically sensitive,” and submit it directly to the facility administrator, administrative health authority or designee.

b) Each grievance form shall be delivered by authorized facility personnel (not detainees) without being read, altered or delayed.

b. Grievance Process

1) GO review

a) Designated GO shall conduct the initial adjudication of a formal or informal grievance.

b) Detainee shall be provided with a written or oral response within five days of receipt of the grievance.

c) GO or designee shall note the grievance log with the following information:
   - date grievance filed;
   - name of detainee that filed grievance;
   - nature of the grievance;
   - date decision provided to detainee; and
   - outcome of the adjudication.

2) GAB review

a) The detainee shall have the option to file an appeal if the detainee is dissatisfied with a GO decision, and shall be informed of that option.

b) The designated members of the GAB shall review and provide a decision on the grievance within five days of receipt of the appeal. The GAB shall not include any individuals named in the grievance.

c) The GAB shall issue a written decision to the detainee in all cases.

d) The GAB shall note the grievance log with the following information:
   - date appeal filed;
• name of detainee that filed grievance;
• nature of the grievance;
• name of the GO that conducted the initial adjudication;
• date decision provided to detainee; and
• outcome of the adjudication.

e) Officials previously involved in adjudicating the grievance shall not participate on the GAB.

f) If the grievance involves a medical issue, at least one member of the GAB shall be a medical professional.

g) If the outcome of the appeal is unfavorable to the detainee, the GAB shall forward the grievance and all supporting documentation to the facility administrator within 24 hours of issuing a decision.

3) Appellate Review

a) The detainee shall have the option to file an appeal if the detainee is dissatisfied with a GAB decision, and shall be informed of that option.

b) The facility administrator, in some cases in conjunction with the Field Office Director, shall review the grievance appeal and issue a decision within five days of receipt of the appeal. A written decision shall be issued to the detainee in all cases and forwarded to the Field Office Director.

c) The appellate reviewer shall note the grievance log with the following information:
• date appeal received;
• name of detainee that filed grievance;
• nature of the grievance;
• basis of the GAB decision;
• date decision provided to detainee; and
• outcome of the adjudication.

d) Facilities shall allow any ICE/ERO detainee dissatisfied with the facility's response to a grievance or those fearing retaliation to be able to appeal or communicate directly with ICE/ERO.

4. Medical Grievances

Formal written grievances regarding medical care shall follow the same procedures per section “3. Formal Written Grievances” above, and shall be submitted directly to medical personnel designated to receive and respond to medical grievances at the facility. Medical grievances may be submitted in a sealed envelope clearly marked “medically sensitive.”

Designated medical staff shall act on the grievance within five working days of receipt and provide the detainee a written response of the decision and the rationale. This record shall be maintained per the following section “D. Record-Keeping and File Maintenance.”

D. Record-Keeping and File Maintenance

Each facility shall maintain a detainee grievance log that shall be subject to regular inspection by the Field Office Director and ICE headquarters staff. Documentation shall include the following information:
• date grievance filed;
• name of detainee that filed grievance;
• nature of the grievance;
• date decision provided to detainee; and
• outcome of the adjudication.

Medical grievances shall be maintained in the
Facility staff shall assign each grievance a log number, enter it in the space provided on the detainee grievance form, and record it in the detainee grievance log in chronological order, according to the following stipulations:

1. the log entry number and the detainee grievance number must match;
2. the log shall include the receipt date and the disposition date; and
3. nuisance or petty grievances and grievances rejected or denied must also be logged with the appropriate notation and justification (for example, "rejected").

A copy of the grievance disposition shall be placed in the detainee’s detention file and provided to the detainee within five days.

ICE may audit grievance logs and individual cases as often as necessary to ensure compliance with the established grievance procedures and to assess the implementation of decisions within the facility. The ICE Office of Professional Responsibility may conduct trend analysis to determine the nature of grievances being filed across ICE facilities, resources expended on their resolution and outcomes.

E. Established Pattern of Abuse of the Grievance System

If a detainee establishes a pattern of filing nuisance complaints or otherwise abusing the grievance system, the facility administrator may identify that person, in writing, as one for whom not all subsequent complaints must be fully processed. However, feedback shall be provided to the detainee, and records shall be maintained of grievances “rejected.”

For a detainee so identified by the facility administrator:

1. staff shall continue to attempt to resolve all informal oral grievances at the lowest level possible, as described above;
2. if designated staff at the facility’s first grievance system level make the initial determination that the grievance is one that should not be fully processed due to its frivolous nature, they shall forward the grievance to the next grievance level;
3. if staff at that level concurs that the grievance is frivolous, the grievance shall be logged in the detainee grievance log showing the disposition (e.g., “rejected”), and a copy of the grievance shall be placed in the detainee’s detention file;
4. the facility’s written policy and procedures may also require that each rejected grievance be forwarded to the facility administrator for review or concurrence; and
5. the designated final authority may decide to return the grievance to a lower level for full processing.

If the GO designated to receive grievances believes the grievance is one that should not be fully processed, he or she shall document that determination and refer the grievance to the GAB for second-level review. If the GAB concurs, the grievance shall be logged in the detainee grievance log with “rejected” as the disposition, and a copy of the grievance shall be placed in the detainee’s detention file.

F. Allegations of Staff Misconduct

Upon receipt, facility staff must forward all detainee grievances containing allegations of staff misconduct to a supervisor or higher-level official in the chain of command. While such grievances are to be processed through the facility’s established grievance system,
CDFs and IGSA facilities must also forward a copy of any grievances alleging staff misconduct to ICE/ERO in a timely manner with a copy going to ICE’s Office of Professional Responsibility (OPR) Joint Intake Center and/or local OPR office for appropriate action.

Facilities shall send all grievances related to sexual abuse and assault and the facility’s decisions with respect to such grievances to the appropriate Field Office Director at the end of the grievance process.

G. Retaliation Prohibited

Staff shall not harass, discipline, punish or otherwise retaliate against a detainee who files a complaint or grievance or who contacts the DHS Office of the Inspector General.

Actions are considered retaliatory if they are in response to an informal or formal grievance that has been filed and the action has an adverse effect on the resident’s life in the facility. Immediately following any indication or allegation of retaliation, the facility and ICE/ERO shall conduct an investigation of alleged acts of retaliation in a timely manner, and take all steps necessary to remedy any retaliation determined to have occurred.

H. Review of Detainee Grievances

The ICE Office of Detention Oversight may review on a periodic basis a statistical sampling of grievances at a facility to evaluate compliance with this grievance standard and the associated grievance procedures; to assess the reasonableness of final decisions; and to generate data showing trends in the types of grievances, time frames for resolution and outcomes at various facilities. Detainee grievances will also be reviewed during ICE/ERO-initiated facility inspections.
6.3 Law Libraries and Legal Material

I. Purpose and Scope

This detention standard protects detainees’ rights by ensuring their access to courts, counsel and comprehensive legal materials.

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.

For all types of facilities, procedures that appear in italics with a marked (** on the page indicate optimum levels of compliance for this standard.

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. Detainees shall have access to a properly equipped law library, legal materials and equipment (including photocopying resources) to facilitate the preparation of documents.

2. Detainees shall have meaningful access (no less than five hours per week) to law libraries, legal materials and equipment.

3. **When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials and related materials on a regular schedule and no less than 15 hours per week.**

4. Special scheduling consideration shall be given to detainees facing deadlines or time constraints.

5. Detainees shall not be required to forgo recreation time to use the law library. Requests for additional time to use the law library shall be accommodated to the extent possible, including accommodating work schedules when practicable, consistent with the orderly and secure operation of the facility.

6. Detainees shall have access to courts and counsel.

7. Detainees shall be able to have confidential contact with attorneys and their authorized representatives in person, on the telephone and through correspondence.

8. Detainees shall receive assistance where needed (e.g., orientation to written or electronic media and materials; assistance in accessing related programs, forms and materials); in addition, detainees who are illiterate, limited-English proficient or have disabilities shall receive appropriate special assistance.

9. Detainees in the Special Management Unit (SMU) shall have access to legal resources and materials on the same basis as the general population.

10. Detainees shall be notified of the facility’s rules
on law libraries and legal material through the detainee handbook.

11. The applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand. The facility shall provide communication assistance to detainees with disabilities. The facility shall also provide detainees with disabilities with effective communication, which may include the provision of auxiliary aids, such as readers, materials in Braille, audio recordings, telephone handsets, telephones, hearing aids, telecommunications devices for deaf persons (TTYS), interpreters, and notetakers, 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 “Access to Legal Material” dated 12/2/2008.

IV. References


ICE/ERO Performance-based National Detention Standards 2011:

- “5.1 Correspondence and Other Mail,” in regard to correspondence with attorneys and other legal representatives, judges, courts, embassies and consulates;
- “5.6 Telephone Access,” in regard to phone calls to legal representatives or to obtain legal representation; and
- “5.7 Visitation,” in regard to visits from attorneys, other legal representatives and legal assistants.

V. Expected Practices

A. Law Library

Each facility shall provide a properly equipped law library in a designated, well-lit room that is reasonably isolated from noisy areas and large enough to provide reasonable access to all detainees who request its use. It shall be furnished with a sufficient number of tables and chairs to accommodate detainees’ legal research and writing needs.

B. Supervision

The facility shall develop procedures that effectively prevent detainees from damaging, destroying or removing equipment, materials or supplies from the law library.

Facilities are encouraged to monitor detainee use of legal materials to prevent vandalism.

Supervision shall not be used to intimidate or otherwise impede detainees’ lawful use of the law library.

C. Hours of Access
Each facility administrator shall devise a flexible schedule that:

1. permits all detainees, regardless of housing or classification, to use the law library on a regular basis;

2. enables maximum possible use without interfering with the orderly operation of the facility (law library hours of operation shall generally be scheduled between official counts, meals and other official detention functions);

3. determines the number of detainees permitted to use the law library at any given time; and

4. takes into consideration any rules and regulations that prohibit or regulate the intermingling of differently classified detainees.

Each detainee shall be permitted to use the law library for a minimum of five hours per week. Detainees may not be forced to forego their minimum recreation time in order to use the law library (see standard “5.4 Recreation”). Staff shall accommodate detainee requests for additional law library time to the extent possible, and requests for the accommodation of work schedules to the extent practicable, consistent with the orderly and secure operation of the facility, and with special priority given to such requests from detainees facing a court deadline.

D. Equipment

The law library shall have an adequate number of computers and printers to support the detainee population. Sufficient writing implements, paper, photocopying and related office supplies shall be provided to detainees to prepare documents for legal proceedings, special correspondence or legal mail. The law library shall also provide access to two-hole punches, folders, and, where appropriate, computer disk containers. A sign-in sheet shall be maintained to establish fair and orderly use, based on demand.

Typewriters, with replacement ribbons, carbon paper and correction tape may be temporarily substituted for computers and printers only until such time as the facility can provide computers and printers, and if approved by ICE/ERO. However, typewriters are not an adequate substitute if any library materials listed in “Appendix 6.3.A: List of Legal Reference Materials for Detention Facilities” are unavailable in hard copy and only available through electronic access on a computer.

Consistent with the safety and security of the facility, detainees shall be provided with a means of saving any legal work in a secure and private electronic format, password protected, so they may return at a later date to access previously saved legal work products.

Each facility administrator shall designate an employee to inspect equipment daily, at a minimum, to ensure it is in good working order, and to stock sufficient supplies.

E. Maintaining Up-to-Date Legal Materials

1. Materials for Law Libraries

Each law library shall contain the materials listed in “Appendix 6.3.A: List of Legal Reference Materials for Detention Facilities” (unless any are found to be out of print) and may also include the optional legal reference materials in “Appendix 6.3.B: Optional Legal Reference Materials.” Each law library shall also contain any materials provided to the facility by ICE/ERO, including electronic media for legal research systems (e.g., CD-ROMs or External Hard Drives) and any accompanying written training or reference materials.

a. Form of Materials

1) Paper Publications

Facilities are encouraged to make available
paper versions of the materials listed in “Appendix 6.3 A: List of Legal Reference Materials for Detention Facilities,” by ordering copies from the publisher. (See “Appendix 6.3 C: Publishers’ Addresses and Phone Numbers.” Ordering information can also be obtained from the ICE Office of the Principal Legal Advisor law librarian, at (202) 732-5000.)

2) LexisNexis CD-Rom (or ICE/ERO-approved-equivalent) Electronic legal research media

Regardless of whether paper versions are provided, as an alternative to obtaining and maintaining the paper-based publications in “Appendix 6.3 A: List of Legal Reference Materials for Detention Facilities,” facilities must make available in the library any electronic media the LexisNexis CD-Rom provided by ICE/ERO, containing the required publications or other supporting legal research platforms for detainees. This may include CD-ROMS or external hard drives developed by legal research services vendors utilized by ICE.

The facility administrator must certify to the respective Field Office Director, with verification from the Field Office Director, that the facility provides detainees sufficient access to:

a) Operable computers capable of running the LexisNexis CD-ROM electronic legal research media;

b) Operable printers;

c) Supplies for both; and

d) Instructions on basic use of the system.

If materials are provided on CD-ROM or in another electronic format, the facility shall provide technical assistance shall be provided to detainees as needed in using electronic materials, as well as any usage guides or other supporting materials supplied by ICE/ERO.

2. Updating and Replacing Legal Materials

Each facility administrator shall designate a facility law library coordinator to be responsible for inspecting legal materials weekly, updating them, maintaining them in good condition and replacing them promptly as needed. The detainee handbook shall also provide detainees with information regarding the procedure for notifying a designated employee that library material is missing, out of date, or damaged.

a. ICE/ERO Headquarters Coordinator

At ICE/ERO headquarters, the Detention Standards Compliance Unit (DSCU) in the Detention Management Division is designated as the coordinator to assist facilities and Field Offices in maintaining up-to-date law library materials.

The ICE Office of the Principal Legal Advisor (OPLA) will review and update the contents of “Appendix 6.3 A: List of Legal Reference Materials for Detention Facilities” annually at a minimum. Updated materials shall be provided as soon as practicable after such materials are published. Facilities must take care to ensure that the most updated statutes, regulations, and other required legal materials are in the library at all times.

ICE/ERO shall arrange a subscription to the updating service, if available, for each publication on the list.

If anticipated updates are not received, or if subscriptions lapse, the facility administrator (or designee) shall seek assistance from the DSCU coordinator.
b. List of Publishers

Information regarding updating can be obtained directly from the publishers, in "Appendix 6.3.C:
Publishers’ Addresses and Phone Numbers". The facility administrator (or designee) may also seek
assistance from the DSCU coordinator. The ICE/ERO OPLA law librarian can also provide
updating information.

Procedures for Replacement of Materials

When a facility receives replacement supplements or other materials, the law librarian
or other designated individual shall dispose of the outdated ones.

Damaged or stolen materials shall be replaced promptly. In addition to conducting regular
inspections, the facility shall encourage detainees to report missing or damaged materials. The
facility may obtain replacements by contacting the DSCU coordinator.

If materials from outside organizations need to be replaced, the facility shall contact ICE/ERO
to obtain replacements from the submitting organization.

F. Materials from Outside Persons or Organizations

Outside persons and organizations may submit published or unpublished legal material for
inclusion in a facility’s law library. If the material is in a language other than English, an English
translation must be provided.

1. Published Material

If a facility receives published material, the facility administrator shall accept or decline this material
based on considerations of usefulness and space limitations. If published materials related to
immigration law or procedures are declined, the facility administrator shall notify the submitter and
the Field Office Director in writing of the reason(s).

2. Unpublished Material

If the facility receives any unpublished legal material, the facility administrator shall forward this
material as soon as possible to the Field Office Director for review and approval. Unpublished
immigration-related material can include intake questionnaires from non-governmental legal service
provider organizations.

Unpublished material must have a cover page that:

a. identifies the submitter and preparer of the material;

b. clearly states that ICE/ERO did not prepare and is not responsible for the contents; and

c. provides the date of preparation.

If unpublished materials related to immigration law or procedures are declined, ICE/ERO will notify the
facility administrator and the submitter in writing of the reason(s). Within 30 days of receipt of the
decision to deny the use of submitted material, the submitter may appeal the ICE/ERO decision to the
DSCU. ICE headquarters will respond to the appeal in writing within 30 days.

G. Requests for Additional Legal Material

Detainees who require legal material not available in the law library may make a written request to the
facility law library coordinator, who shall inform the Field Office of the request as soon as possible.

ICE/ERO will answer all requests within five business days of receipt. Requests from detainees
facing imminent deadlines for ER proceedings will be responded to within two (2) business days of
receipt. Requests for copies of court decisions will normally be answered within three business days.

If the request is not approved, ICE/ERO shall inform the submitter in writing of the reason for the
request.
H. Photocopying Legal Documents

The facility shall ensure that detainees can obtain at no cost to the detainee photocopies of legal material and special correspondence when such copies are reasonable and necessary for a legal proceeding involving the detainee. This may be accomplished by providing detainees access to a copier, or by making copies for detainees.

Detainees shall also be permitted to photocopy grievances and letters regarding conditions of confinement. Detainees shall not be prohibited from photocopying sick call requests, disciplinary decisions, special needs forms, photographs, newspaper articles or other documents that are relevant to the presentation of any type of immigration proceeding.

The number of copies of documents to be filed with a particular court, combined with the number required for ICE/ERO records and the number required for the detainee’s personal use shall determine the number of photocopies required.

Requests for photocopies of legal material may be denied only if:

1. the document(s) might pose a risk to the security and orderly operation of the facility;
2. copying would constitute a violation of any law or regulation;
3. the request is clearly abusive or excessive; or
4. there are other legitimate security reasons.

Facility staff shall inspect documents offered for photocopying to ensure that they comply with these rules. However, staff may not read a document that on its face is clearly a legal document involving that detainee.

I. Assistance to Detainees with Disabilities, Detainees with Limited-English Proficiency (LEP), and Illiterate Detainees

1. Assistance from Facility Staff

Facility staff shall provide assistance to detainees in accessing legal materials where needed (e.g. orientation to written or electronic media and materials; assistance in accessing related programs, forms and materials).

2. Assistance from Other Detainees

The facility shall permit detainees to assist other detainees in researching and preparing legal documents upon request, except when such assistance poses a security risk. Such assistance is voluntary, and no detainee shall be allowed to charge a fee or accept anything of value for assistance.

Facilities are encouraged to allow outside volunteers and programs who train detainees to help other detainees to access legal materials.

The facility administrator may not provide compensation to a detainee for researching or preparing legal documents.

3. Assistance to Illiterate, Limited-English Proficient, and Disabled Detainees

Unrepresented detainees with disabilities, LEP detainees and illiterate detainees, Limited-English proficient, or disabled detainees who wish to pursue a legal claim related to their immigration proceedings or detention, and who request assistance or otherwise indicate difficulty with the legal materials, must be provided assistance beyond access to a set of English-language law books.

The facility shall to the extent practicable, and consistent with the good order and security of the facility, make efforts to
assist detainees who are illiterate, limited-English proficient (LEP) and have disabilities or are disabled persons in using the law library. Facilities shall establish procedures to meet this requirement, such as:

a. helping the detainee obtain assistance from other detainees with appropriate language, reading and writing abilities in using the law library; having the facility's law librarian assist the detainee's legal research; and
b. permitting the detainee to receive assistance from other detainees in using the law library;

c. assisting in contacting pro bono legal-aid organizations from the ICE/ERO-provided list; and

d. in the case of detainees with disabilities, providing reasonable accommodations and or auxiliary aids and services identified through the facility's reasonable accommodation process.

If such attempts are unsuccessful in providing the detainee sufficient assistance, the facility shall contact the ICE/ERO Field Office to determine appropriate further action.

J. Personal Legal Materials

The facility shall permit a detainee to retain all personal legal material upon admittance to the general population or to Administrative Segregation or Disciplinary Segregation units, unless retention of materials creates a safety, security or sanitation hazard.

For a detainee with a large amount of personal legal material, the facility shall make the following provisions.

1. A portion of the materials may be placed in a personal property storage area, with access permitted during designated hours.

2. The facility shall provide an explanation to the detainee as to why the material presents a safety, security or sanitation hazard.

3. Requests for access shall be granted as soon as feasible, but no later than 24 hours after receipt of the request, unless documented security concerns preclude action within that timeframe.

4. Detainees who have a documented, scheduled immigration hearing within 72 hours shall be provided access to their personal legal materials to the extent practicable.

K. Law Library Access for Detainees in Special Management Units (SMUs)

Detainees housed in Administrative Segregation or Disciplinary Segregation units shall have the same law library access as the general population, unless compelling security concerns require limitations.

Facilities may supervise library use by a detainee housed in an SMU, as warranted by the individual's conduct. Violent or uncooperative detainees may be temporarily denied access to the law library, as necessary to maintain security and until such time as their behavior warrants resumed access.

Detainees who are temporarily denied access to the law library under such circumstances shall be provided legal materials upon request.

Detainees segregated for protection must be provided access to legal materials. Such detainees may be required to use the law library separately or, if that is not feasible, legal materials and a computer must be brought to them upon request and they must be provided with assistance and have access to the list of the law library's holdings.

Denial of access to the law library must be:

1. supported by compelling security concerns;

2. limited to the shortest duration required for the safety, security and orderly operation of the
facility;
3. fully documented in the SMU housing logbook; and
4. documented, with reasons listed, in the detention file.
The facility shall notify the Field Office every time access is denied, and shall send a copy of the proper documentation.

L. Envelopes and Stamps for Indigent Detainees

Ordinarily, a detainee is considered “indigent” if he/she has less than $15.00 in his/her account. Facilities shall make a determination without unreasonable delay as to whether a detainee is indigent.
The facility shall provide indigent detainees with free envelopes and stamps for domestic mail related to a legal matter, including correspondence to a legal representative, a potential legal representative, or any court. Requests to send international mail may also be honored.

Indigent detainees may receive assistance from local consular officials with international mail. As noted above in this standard, envelopes and stamps are provided to indigent detainees for delivery of mail to consulates in the United States.

M. Notaries, Certified Mail and Miscellaneous Needs Associated With Legal Matters

The facility shall provide assistance in a timely manner to any unrepresented detainee who requests a notary public, certified mail, or other such services to pursue a legal matter, if the detainee is unable to do so through a family member, friend or community organization.

If it is unclear whether the requested service is necessary, the respective ICE Office of Chief Counsel shall be consulted. A reply shall be received in a timely manner; pressing legal matters with a deadline shall be prioritized.

Telephone access for indigent unrepresented detainees requesting legal materials shall be in compliance with standard “5.6 Telephone Access.”

N. Notice to Detainees

The detainee handbook or supplement shall provide detainees the rules and procedures governing access to legal materials, including the following information:
1. that a law library is available for detainee use;
2. the scheduled hours of access to the law library;
3. the procedure for requesting access to the law library;
4. the procedure for requesting additional time in the law library (beyond the five-hours-per-week minimum);
5. the procedure for requesting legal reference materials not maintained in the law library; and
6. the procedure for notifying a designated employee that library material is missing or damaged;
7. the status of required access to computers, printers and other supplies; and
8. if applicable, that LexisNexis is used at the facility and that instructions for its use are available.

These policies and procedures shall also be posted in the law library, along with a list of the law library’s holdings. The list of the law library’s holdings shall be kept up to date, and shall include the date and content of the most recent updates of all legal materials available to detainees in print and electronic media.
0. Retaliation Prohibited

Staff shall not permit a detainee to be subjected to reprisals, retaliation or penalties because of a decision to seek judicial or administrative relief or investigation of any matter, including but not limited to the following:

1. the legality of his/her confinement;
2. the conditions of confinement or treatment while in detention;
3. any issue relating to his/her immigration proceedings;
4. any allegation that the Government is denying rights protected by law; or
5. any investigation conducted by the DHS Office for Civil Rights and Civil Liberties or the DHS Office of the Inspector General.

A detainee may be denied access to the law library or to legal material only in the event that the safety or security of the facility or detainee is a concern.

A detainee shall not be denied access to law libraries and legal materials as a disciplinary measure, reprisal, retaliation or penalty.
Appendix 6.3.A: List of Legal Reference Materials for Detention Facilities

Revised December 2016

The information in “Appendix 6.3.A: List of Legal Reference Materials for Detention Facilities,” and Appendix 6.3.B: “Optional Legal Reference Materials” was updated as of December 2016. Further information may be obtained directly from the publishers.

1. Constitution of the United States of America: Analysis and Interpretation
Legal analysis and interpretation of the United States Constitution, based primarily on Supreme Court case law.
Also available at: https://www.congress.gov/constitution-annotated/

2. United States Code, Title 18, Crimes and Criminal Procedure

3. United States Code, Title 8, Aliens and Nationality
Outlines the role of aliens and nationality in the United States Code. Order from the U.S.

4. Code of Federal Regulations, Title 8, Aliens and Nationality
Also available at: https://www.uscis.gov/ilink/docView/SLB/HTML/SLB/8cftr.html

5. Bender’s Immigration and Nationality Act Set
This is a private service that compiles the Immigration and Nationality Act and updates it quarterly to reflect new amendments and other changes.
Order from LexisNexis Matthew Bender (Publication Number 132) at: http://www.lexisnexis.com/store/catalog/booktemplate/productdetail.jsp?pageName=relatedProducts&s kuId(SKU10725)id=ear10920003&prodId=10725

6. Bender’s Immigration Regulations Service
This is a private service that compiles immigration-related regulations from the federal government and updates them monthly to reflect any changes.
Order from LexisNexis Matthew Bender (Publication Number 695) at: http://www.lexisnexis.com/store/catalog/booktemplate
7. Administrative Decisions Under Immigration and Nationality Laws

Board of Immigration Appeals (BIA) decisions consisting of bound volumes and loose-leaf decisions. Published, precedential decisions from Volume 8 forward are available at: https://www.justice.gov/eoir/ag-bia-decisions.

e. Essentials of Asylum Law: A comprehensive survey of the basic elements of asylum law, including an overview of asylum procedure.

d. Removal Defense: A quick reference to key issues in removal defense, with overviews of immigration proceedings, grounds of inadmissibility and deportability, pleadings, and common forms of relief.

e. The U Visa: Obtaining Status for Immigrant Victims of Crime: A step-by-step guide through the process of handling an immigration case for a U visa applicant.


8. National Immigration Project of the National Lawyers’ Guild Publications

The following are available for order at: https://www.nationalimmigrationproject.org/publications.html.

a. Immigration Law and Defense: A procedural handbook for immigration proceedings, with extensive references to judicial decisions and regulations and many official forms.


9. Immigrant Legal Resource Center Publications

The following are available for order at: https://www.ilrc.org/publications.


b. Inadmissibility & Deportability: A manual introducing all common grounds of inadmissibility and deportability, as well as waivers.

10. American Immigration Lawyers Association Publications

The following are available for order at: http://agora.aila.org/.


11. Tooby’s Guide to Criminal Immigration Law

A summary of criminal and immigration law and the connections between the two evolving areas of law.

Available for order at: https://nortontooby.com/node/657.


Also available at: [www.state.gov/g/drl/rls/hrrpt/](http://www.state.gov/g/drl/rls/hrrpt/)


The annual World Report summarizes key human rights issues in more than 90 countries and territories worldwide. Available for order or online from Human Rights Watch at [http://www.hrw.org/](http://www.hrw.org/)


15. *USCIS RAIO and Asylum Division Lessons Plans*

The Asylum Officer Basic Training Course lesson modules are used to train Asylum Officers and to articulate and communicate Asylum Division guidance on the substantive adjudication of asylum cases.


The Refugee, Asylum and International Operations (RAIO) Combined Training Lesson Plans are used to train all RAIO Officers.


16. *Immigration Court Practice Manual*

This is a publicly-accessible practice manual for immigration court proceedings from the U.S. Department of Justice (DOJ) Executive Office for Immigration Review (EOIR).


17. *Board of Immigration Appeals Practice Manual*

This is a publicly-accessible practice manual for appellate immigration court proceedings from DOJ EOIR.

18. Directory of Nonprofit Agencies that Assist Persons in Immigration Matters

Immigration legal services providers by state, county, or detention facility. Only nonprofit organizations that provide free or low-cost immigration legal services are included in this directory. State by state lists are available at: https://www.immigrationadvocates.org/nonprofit/legaldirectory.

19. Rights of Prisoners (3rd Edition), by Michael B. Mushlin


21. Criminal Procedure (Hornbook) by LaFave, Israel and King


22. Legal Research in a Nutshell (9th Edition), by Cohen and Olson


23. Legal Research, Writing and Analysis by Murray and DeSanctis


A. Rules of Appellate Procedure
B. Rules of Civil Procedure
C. Rules of Criminal Procedure
D. Rules of Evidence
E. Rules Governing Section 2254 (Habees Corpus) and Section 2255 (Vacatur) Proceedings


25. Federal Civil Judicial Procedure and Rules


26. ICE Detainee Handbook

To be provided by ICE.

6.3 | Law Libraries and Legal Material | 437 | PBNDS 2011
(Revised December 2016) (As Modified by February 2013 Errata)
27. Legal Orientation Program (LOP) Self-Help Materials

These are materials from the EOIR LOP program that educates detainees about their rights and the immigration court process. To be provided by ICE.

28. Legal Dictionaries

A. Black’s Law Dictionary (8th Edition)

Order from Thomson Reuters at:

B. English-Spanish Legal Dictionary

The specific dictionary may be selected by the facility administrator or law librarian. Examples include the following:

i. McGraw-Hill’s Spanish-English Legal Dictionary

ii. Butterworth’s Spanish/English Legal Dictionary


29. Other Translation Dictionaries

To be selected in accordance with the most common languages spoken by the respective detainee population.
Appendix 6.3.B: Optional Legal Reference Materials

Revised December 2016

1. *Bender’s Immigration Case Reporter*

Decisions from Federal Court, BIA, AAU and BALCA from 1984 forward


2. *Kurzban’s Immigration Law Sourcebook*

Reference on U.S. immigration law with comprehensive concise analysis.

Available for order from AILA at: https://agora.aila.org/product/detail/2521.
6.4 Legal Rights Group Presentations

I. Purpose and Scope

This detention standard protects detainees’ rights by providing all detainees access to information presented by authorized persons and organizations for the purpose of informing them of U.S. immigration law and procedures.

Consistent with the security and orderly operation of each facility, ICE/ERO encourages such presentations. All facilities are required to cooperate fully with authorized persons seeking to make such presentations.

This detention standard applies to the following types of facilities housing 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. Detainees shall have access to group presentations on United States immigration law and procedures and all other relevant issues related to the immigration court, appeals and removal processes, including a detainee’s legal rights.

2. Persons and organizations requesting to make such group presentations shall be able to obtain clear information about how to become authorized to provide legal rights group presentations, including regularly scheduled presentations.

3. Facility safety, security and good order shall be maintained.

4. Detainees shall not be subject to reprisals, retaliation or penalties for attending legal rights group presentations.

5. Detainees shall be able to communicate and correspond with representatives from the legal groups that make presentations at the facilities.

6. Detainees shall have access to information and materials provided by legal groups. Organizations shall be permitted to distribute information in response to specific legal inquiries.

7. Detainees shall have access to group presentations by diplomatic representatives.

8. The applicable content and procedures of the facility’s rules on legal rights group presentations shall be communicated to the detainee through the detainee handbook or supplement in a language or manner the detainee can understand. 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 notetakers, 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.

9. Detainees shall be notified of all scheduled presentations at least 48 hours in advance.

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 “Group Presentations on Legal Rights” dated 12/2/2008.

IV. References


V. Expected Practices

A. Requests to Make Group Presentations on Legal Rights

Attorneys or legal representatives interested in making a group presentation on legal rights must submit a written request to the ICE/ERO Field Office Director. ICE/ERO shall accommodate, to the greatest extent possible, the presenters’ need to amend the information contained in the written request to reflect the changes that may have occurred since the initial request was made, including, but not limited to, distribution materials, informational posters, languages and participants.

Requests must be submitted to ICE/ERO at least ten (10) days in advance of the proposed presentation. The ICE/ERO Field Office Director may allow a presentation to take place on shorter notice at his or her discretion, or when circumstances arise that compel presentations on shorter notice. ICE/ERO will notify the approved presenter ten days in advance of the scheduled presentation, or within one week of the request having been made, whichever date is earlier.

The written request must contain the following information:

1. a general description of the intended audience;
2. a syllabus or outline of the presentation;
3. a list of any published or unpublished materials proposed for distribution in accordance with “I. Written Materials” in this standard;
4. an informational poster as described in “E. Detainee Notification and Attendance” of this standard;
5. a statement of the languages in which the presentation will be conducted;
6. the name, date of birth, social security number (or passport number if social security number is not available), profession and specific function of each person requesting permission to enter the facility (including interpreters);
7. certification that each person making the presentation is an attorney, legal representative, legal assistant or interpreter;
8. a proposed date (or range of dates) for the
presentation; and

9. a telephone number and contact person.

10. if a party contains more than four persons
   (including legal assistants and interpreters), a
   special request must be made as described in “F.
   Who May Present” of this standard.

In order for a legal assistant or law student to help
with the presentation, the supervising attorney must
submit a letter in advance of the presentation, as
described in “F. Who May Present” of this standard.

In order to distribute written materials, a presenter
must apply for approval as described in “I. Written
Materials” of this standard.

B. Request Granted

If the request is granted, the Field Office Director
shall notify the facility administrator, who shall
telephone the listed contact person to arrange a
mutually acceptable date and time for the
presentation. Upon request, five days prior to a
scheduled legal rights group presentation, ICE/ERO
staff shall notify the legal representative contact of
the following characteristics of the detainee
population:

1. number of immigration detainees in custody at
   the facility and the number of residential areas
   (or “pods”) in which they are housed;
2. countries of origin of those detainees; and
3. gender breakdown of immigration detainees.

When presentations are scheduled on short notice,
such as in response to an enforcement action, the
information above shall be provided in full or
partial form as available.

ICE shall accept updated lists of presenters no less
than five days prior to the presentation date.

C. Scheduling Presentations

Presentations must be scheduled during normal
visiting hours, excluding weekends and holidays. If
feasible, presentations may be conducted daily,
immediately before detainees’ first immigration
court appearances and/or under other circumstances,
such as after an influx of detainees subsequent to an
ICE enforcement action or a transfer of detainees
from one facility to another. Legal rights group
presentations shall be accommodated to the greatest
extent possible absent significant logistical or
security-related concerns.

To request ICE/ERO permission to conduct
additional presentations or for access to a facility on
a continuing basis, the requester may include in its
initial letter to the Field Office Director the request
to make recurring presentations for a set range of
dates or an indefinite period.

Facilities are not required to arrange presentations if
attorneys or other legal representatives make no
requests, or if ICE/ERO does not approve any
requests.

D. Legal Orientation Programs (LOPs)

Though similar to legal rights group presentations,
legal orientation programs (LOPs), as carried out by
the Department of Justice Executive Office for
Immigration Review (EOIR), are distinct,
government-sponsored programs and are authorized
by congressional appropriation. The specific
requirements and procedures outlined in this
standard may not apply to LOPs. EOIR carries out
LOPs through contracts with non-governmental
organizations (NGOs), and in consultation with
ICE/ERO. As such, EOIR and ICE/ERO may
establish separate program operation plans for an
LOP at each detention site.

EOIR LOPs operate in a limited number of
ICE/ERO facilities and, subject to available
funding, shall be developed and implemented in
other facilities as designated by both EOIR and ICE/ERO.

E. Detainee Notification and Attendance

The requestor must provide a one-page poster (no larger than 8.5 by 11 inches) to inform detainees of the general nature and contents of the presentation, the intended audience and the language(s) in which the presentation shall be conducted. For poster text in languages other than English, an English translation must be provided. The poster shall instruct detainees to contact the housing officer if they wish to attend.

Once approved by an ICE representative, designated facility staff shall prominently display the informational posters provided by the presenter in housing units at least 48 hours before the scheduled presentation, and each housing unit officer shall provide a sign-up sheet at least 48 hours in advance of a presentation for detainees who plan to attend; however, detainees that fail to sign up shall not be deprived of the opportunity to attend a presentation for that reason.

*Detainees who are not literate shall be verbally notified in a language he/she understands about such presentations. Detainees with disabilities, detainees who are LEP, and illiterate detainees and limited-English proficient detainees shall be notified in a language and manner he/she understands about such presentations.*

The facility administrator may limit the number of detainees attending a single session based on the number of interested detainees or the need to separate groups of detainees for safety and security. Therefore, the presenter must be prepared to conduct several presentations, and shall be advised to contact the facility administrator the day before the presentation to determine the number of sessions that shall be required.

Presentations shall be open to all detainees, regardless of the presenter’s intended audience, except when a particular detainee’s attendance may pose a security risk. ICE/ERO and facility staff shall notify detainees in segregation in advance of legal rights group presentations and provide these detainees an opportunity to attend. If the attendance of a detainee in segregation would pose a security risk, staff shall make arrangements with the presenters to offer a separate presentation and individual consultation to the detainee. Prior to the visit of the presenters, ICE/ERO and facility staff shall notify presenters of any detainees in segregation who request an individual presentation and consultation.

F. Who May Present

One or more legal assistants may assist with a presentation if the supervising attorney and/or legal representative:

1. submits a letter identifying his/her legal assistants and affirms that the legal assistant presence is directly related to the presentation; and

2. attends any presentation in which any such assistant participates or prepares a letter identifying the presenter(s) and affirming that the supervisory relationship directly relates to the presentation.

*The facility shall admit properly identified interpreters to assist the presenters in accordance with the standards on “2.4 Facility Security and Control” and “5.7 Visitation.” ICE/ERO is not responsible for providing interpreters for presenters.*

As a general rule, presentation parties may not exceed four persons, including legal assistants, supervised law students and interpreters; however, a facility may waive this rule upon advance receipt of a written request.
G. Entering the Facility

Facility staff shall require each person seeking entry to present an official form of picture identification (e.g., driver’s license or state identification card). Attorneys must also present state-issued bar cards or, in states where these are not available, other proof of bar membership. If such documentation is not readily available to attorneys licensed in a particular state, they must indicate where they are licensed as attorneys and how that may be verified prior to their approval for admittance. Provided the presenter has made a special request, the facility may admit interpreters, supervised law students and legal assistants to assist attorneys and other legal representatives.

The facility may require presenters to arrive at least 30 minutes before the scheduled start of the presentation. A presentation should not be cancelled because presenters arrive late, if the late arrival does not present an issue with maintaining the good order of the facility or safety concerns.

After check-in, facility staff shall escort the presenters to the presentation site and shall escort the detainees to that location.

H. Presentation Guidelines

The facility shall select and provide a private environment that is conducive to the presentation and is consistent with the security and good order of the facility. Once detainees have been assembled, presenters shall ordinarily be granted a minimum of one hour for the presentation and additional time for a question-and-answer session. The facility administrator may extend that time period on a case-by-case basis.

The facility shall require presenters to abide by all rules and regulations applicable to visitors to the facility. Presentations must be conducted in a manner consistent with the security and orderly operation of the facility. Presenters may neither charge any fee nor solicit business for remuneration during any presentation.

At their discretion, ICE/ERO and/or facility staff may observe and monitor presentations, assisted by interpreters as necessary. ICE/ERO and facility personnel shall not interrupt a presentation, except to maintain safety and security, or if the allotted time has expired.

I. Written Materials

If approved in advance by ICE/ERO, presenters may distribute brief written materials that inform detainees of U.S. immigration law and procedure. The request for approval of a presentation must list any published or unpublished materials proposed for distribution, and the requestor must provide a copy of any unpublished material, with a cover page that:

1. identifies the submitter and the preparer of the material;
2. includes the date of preparation; and
3. states clearly that ICE/ERO did not prepare, and is not responsible for, the contents of the material.

If any material is in a language other than English, an English translation must be provided.

Distribution of other than ICE-approved material or material that poses a threat, real or suspected, to the security and good order of the facility, constitutes grounds for discontinuation of presentation privileges.

The volume of materials to be distributed must be kept to a minimum. If the facility administrator determines they are too voluminous for distribution at the presentation, they may be made available to detainees in the facility’s law library.

Presenters shall distribute materials at the
presentation to detainees and ICE/ERO and/or facility staff simultaneously. At the request of the presenter and with the requisite approval in accordance with standard “6.3 Law Libraries and Legal Material,” copies of presentation materials may be included in the law library.

J. Individual Counseling Following a Group Presentation

Following a group presentation, the facility shall permit presenters to meet with small groups of detainees to discuss their cases as long as meetings do not interfere with facility security and orderly operations.

ICE/ERO and facility staff may not be present during these meetings. Standard “5.7 Visitation” sets forth the rules and procedures for “Visits by Legal Representatives and Legal Assistants.”

K. Suspension or Termination

The facility may discontinue or temporarily suspend group presentations by any or all presenters, if:

1. the presentation or presenters pose an unreasonable security risk;
2. the presentation or presenters interfere with the facility’s orderly operation;
3. the presentation deviates materially from approved presentation materials or procedures; or
4. the facility is operating under emergency conditions.

The facility administrator shall notify the affected presenters in writing of the reasons for termination or suspension, and shall send a copy to the respective ICE/ERO Field Office Director.

A presenter may appeal a suspension or termination in writing to the Field Office Director. The Field Office Director shall promptly consider the appeal and consult with the respective ICE Office of Chief Counsel and the facility administrator to determine means of addressing the concerns causing the suspension/termination.

Within 30 days of receiving the appeal, the Field Office Director shall inform the presenter in writing of the decision made on any appeal request, and shall explain the rationale behind the decision and the means, if any, to rectify the situation.

L. Electronic Presentations

ICE/ERO encourages qualified individuals and organizations to submit electronically formatted presentations (e.g., videotape, DVD) on legal rights. ICE/ERO must review and approve these presentation(s) prior to dissemination. If ICE/ERO approves an electronic presentation(s), the originators may provide that presentation to individual detention facilities for viewing by detainees.

1. Requesting ICE/ERO Approval

The requestor must submit the electronic presentation(s), along with a transcript in English and in the language(s) used in the presentation(s), to both the Field Office Director and the respective ICE Office of Chief Counsel. ICE/ERO may object to all or part of the electronic presentation(s) if:

a. the material may present a threat to the facility’s safety, security or good order;

b. the presentation contains misleading or inaccurate statements of ICE/ERO policy, immigration procedure or law; or

c. any part is inconsistent with this detention standard.

2. Detainee Viewing of Approved Electronic Presentations

The facility shall provide regularly scheduled and announced opportunities for detainees to view or
listen to electronic presentation(s). At a minimum, the presentation shall be made available to the general population once a week. The facility shall also provide detainees in administrative or disciplinary segregation for more than one week at least one opportunity to view pre-approved presentation(s) during their placement in segregation, unless precluded by security concerns regarding a particular detainee.

The facility may also make such electronic presentations available in the law library, if accessible through computer (e.g., DVD format), for detainee viewing.

Each facility shall present only ICE/ERO-approved electronic presentations on detainee legal rights. If it is not technically feasible to show such pre-approved electronic presentations, the facility shall contact ICE/ERO for equipment options.

The facility shall maintain electronically-formatted presentations and equipment in good condition. However, in the event that electronic copies of the presentation(s) are stolen, destroyed or otherwise become unusable, the facility shall promptly request that ICE/ERO obtain replacement copies of the presentation(s) from the originator. The facility shall check the operability of the presentation once a week at minimum.

An electronic presentation shall not be considered a replacement or substitute for an in-person or live presentation, when available.
7.1 Detention Files

I. Purpose and Scope

This detention standard contributes to efficient and responsible facility management by maintaining, for each detainee booked into a facility for more than 24 hours, a file of all significant information about that detainee. This standard also addresses security for electronic files.

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. A detention file shall be maintained on each detainee admitted to a detention facility for more than 24 hours.
2. Each detention file shall include all documents, forms and other information specified herein.
3. The security and confidentiality of each detention file and its contents shall be maintained.
4. Staff shall have access to detention files as needed for official purposes only.
5. Information from a detention file shall be released to an outside third party only with the detainee’s signed release-of-information consent form, consistent with the resources and security of the facility. Any release of information shall be in accordance with applicable federal and state regulations.
6. Electronic record-keeping systems and data shall be protected from unauthorized access.
7. Field Offices shall maintain detention files for a minimum of 18 months after release of the detainee, for auditing purposes.
8. Closed detention files shall be properly archived.

III. Standards Affected

This detention standard replaces “Detention Files” dated 12/2/2008.

IV. References


Privacy Policy Guidance Memorandum Number 2007-1 “DHS Privacy Policy Regarding Collection, Use, Retention and Dissemination of Information on Non-U.S. Persons” from the DHS chief privacy officer (1/19/2007).

ICE/ERO Performance-based National Detention Standards 2011: “2.5 Funds and Personal Property.”

V. Expected Practices
A. Creation of a Detainee Detention File

When a detainee is admitted to a facility, staff shall create a detainee detention file as part of admissions processing.

1. For every new arrival whose stay shall exceed 24 hours, a designated officer shall create a detainee detention file.

2. The officer completing the admissions portion of the detention file shall note that the file has been activated. The note may take the form of a generic statement in the acknowledgment form described below in this standard.

3. The facility administrator shall develop procedures to ensure the admissions processing unit always has on hand all necessary supplies and that equipment is maintained in good working order, including photocopier(s) and paper. The equipment shall have the capacity to handle the volume of work generated.

4. The facility shall always have on hand a paper shredder where defective and/or extra photocopies not placed in the detainee’s detention file should be shredded, or a locked paper bin in which such defective and/or extra photocopies that are not placed in the detention file should be placed to be shredded or otherwise destroyed.

B. Required Contents of File

1. The detainee detention file shall contain either originals or copies of all forms and other documents generated during the admissions process. Defective or extra copies shall be disposed of properly. If necessary, the detention file may include copies of material contained in the detainee’s A-File.

The file shall, at a minimum, contain the following documentation:

   a. I-385, Alien Booking Record, with one or more original photograph(s) attached;

   b. Classification Work Sheet;

   c. Personal Property Inventory Sheet;

   d. Housing Identification Card;

   e. G-589, Property Receipt or facility equivalent; and

   f. I-77, Baggage Check(s).

The file shall also contain the following original documents, if used in the facility:

   g. acknowledgment form, documenting receipt of handbook, orientation, locker key, etc.;

   h. work assignment sheet;

   i. identifying marks form; and

   j. original detainee summary form.

2. The detainee’s detention file shall also contain documents generated during the detainee’s time in the facility.

C. Additions to File

During the course of the detainee’s stay at the facility, staff shall add documents associated with normal operations to the detainee’s detention file. Such documentation may include, but is not limited to, the following:

1. special requests;

2. any G-589s or facility equivalent, or I-77s closed-out during the detainee’s stay;

3. disciplinary forms;

4. grievances, except medical grievances which are maintained in the medical file, complaints and their disposition;

5. all forms associated with disciplinary or administrative segregation;

7.1 | Detention Files

(Revised December 2016) (As Modified by February 2013 Errata)
6. strip search forms;
7. other documents, as needed, e.g., staff reports about the detainee’s behavior, attitude, commendations; and
8. any privacy waivers, including release-of-information consent forms.

D. Location of Files

Detainee detention files shall be located and maintained in a secured area.

1. Active detainee detention files shall be maintained in the [redacted] unless the facility administrator designates another area;
2. The cabinet containing the file [redacted]
3. The [redacted] or equivalent shall determine the key distribution for file cabinets that lock; and
4. Archived files shall be placed in storage boxes, with the dates covered clearly marked (e.g., from \([mm/dd/yy]\) to \([mm/dd/yy]\)). The facility administrator shall designate a restricted access storage space.

E. Archiving Files

Each detention file shall remain active during the detainee’s stay at a facility, and shall be closed and archived upon the detainee’s transfer, release or removal. When requested, IGSA facilities shall make inactive detention files available to ICE/ERO personnel.

1. Upon the detainee’s release from the facility, staff shall add final documents to the file before closing and archiving the file and after inserting the following:
   a. copies of completed release documents;
   b. the original closed-out receipts for property and valuables; and
   c. the original I-385 and other documentation.
2. The officer closing the detention file shall make a notation (on the acknowledgement form, if applicable) that the file is complete and ready for archiving.
3. The closed detention file shall not be transferred with the detainee to another facility. However, staff may forward copies of file documents at the request of supervisory personnel at the receiving facility or office. When forwarding requested documents, staff at the sending office shall update the archived file, noting the document request and the name and title of the requester.
4. The archival and disposal of files must be done in accordance with agency policies and regulations.

F. Access to File

1. Detention file contents are subject to the same Privacy Act regulations as A-file contents. Unless release of information is required by statute or regulation, a detainee must sign a release-of-information consent form prior to the release of any information, and a copy of the form shall be maintained in the detainee’s detention file. This information contained in the form shall be explained to the detainee in a language or manner which he/she understands.

The Privacy Act of 1974 provides statutory privacy rights to U.S. citizens and Legal Permanent Residents (LPRs), but the law does not cover aliens who are not legal permanent residents. As a matter of policy, however, DHS treats any personally identifiable information
(PII) that is collected, used, maintained or disseminated in a DHS records system as being subject to the Privacy Act regardless of whether the information pertains to a U.S. citizen, LPR or alien. Treating such records systems as covered by the Privacy Act establishes efficient and uniform business practices for handling PII without necessitating maintenance of two parallel records systems.

2. Appropriate staff or other law enforcement agencies with ICE approval may have access to the detention file for official purposes.

3. Staff shall accommodate all requests for detainee detention files from other departments that require the material for official purposes, such as disciplinary hearings. A representative of the department requesting the file is responsible for obtaining the file, logging it out and ensuring its return. Unless the Chief of Security or equivalent determines otherwise, each borrowed file must be returned by the end of the administrative workday.

At a minimum, a logbook entry recording the file’s removal from the cabinet shall include the following information:

a. the detainee’s name and A-File number;
b. date and time removed;
c. reason for removal;
d. signature of person removing the file, including title and department;
e. date and time returned; and
f. signature of person returning the file.

4. Upon request by the detainee, the detention file shall be provided to the detainee or his/her designated attorney of record.

G. Electronic Files

Electronic record-keeping systems and data shall be protected from unauthorized access. All electronic data on individual detainees is subject to the same Privacy Act regulations as the contents of traditional paper detention files and A-files.

Unless release of information is required by statute or regulation, a detainee must sign a release-of-information consent form prior to the release of any information, and a copy of the form shall be maintained in the detainee’s detention file.

H. Field Office Responsibilities

Field Offices shall maintain files as needed to carry out their responsibilities, and shall retain all inactive files for a minimum of 18 months for auditing purposes. Generally, such records contain information about more than one detainee, and are most easily retrieved by process or subject, rather than by individual detainee.

For some purposes, records are most easily retrieved by the detainee’s name. While some such material may duplicate materials maintained in the facility detention files, there is no intention to create a duplicate file for IGSA contract facilities.

Some detention standards require that copies of certain documents on individual detainees be sent to Field Offices. Especially where approval of the Field Office Director or designee is required, records of correspondence and approvals or denials are to be maintained in the A-file.
7.2 Interviews and Tours

I. Purpose and Scope

This detention standard ensures that the public and the media are informed of events within the facility’s areas of responsibility through interviews and tours.

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 public and the media shall be informed of operations and events within the facility’s areas of responsibility.
2. The privacy of detainees and staff, including the right of a detainee to not be photographed or recorded, shall be protected.

III. Standards Affected

This detention standard replaces provisions on media visits and tours that were removed from the detention standard on “Visitation” dated 12/2/2008.

IV. References


V. Expected Practices

A. News Media Interviews and Tours

1. General

ICE/ERO supports the provision of public access to non-classified, non-sensitive and non-confidential information about its operations in the interest of transparency. Access will not be denied based on the political or editorial viewpoint of the requestor.

ICE/ERO also has a responsibility to protect the privacy and other rights of detainees, including the right of a detainee to not be photographed or recorded.

By regulating interviews in the detention setting, the facility administrator ensures the secure, orderly and safe operation of the facility. Interviews by reporters, other news media representatives, non-governmental organizations, academics and parties not included in other visitation categories in standard “5.7 Visitation” shall be permitted access to facilities only by special arrangement and with prior approval of the respective ICE/ERO Field Office Director. ICE may designate Public Affairs Officers (PAO) to serve in Field Offices as liaisons with media representatives for some or all requests and communications covered by this standard.

2. Media Representatives

The term “media representative” is intended to refer to persons whose principal employment is to gather, document or report news for any of the following...
entities:

a. a newspaper that circulates among the general public and publishes news of a general interest (e.g., political, religious, commercial or social affairs);

b. a news magazine with a national circulation sold to the general public by newsstands and mail subscriptions;

c. a national or international news service;

d. a radio or television news program of a station licensed by the Federal Communications Commission (FCC); or

e. other representatives or entities that gather information in accordance with the definition of “representative of the news media” contained in the Freedom of Information Act (5 U.S.C. § 552(a)(4)(A)(ii)) as amended by section 3 of P.L.110-175.

In addition to those persons listed above, such representatives may include, but are not limited to, individuals reporting for certain electronic media outlets, online media publications and other media freelance journalists or bloggers.

3. Media Visits and Tours

Media representatives may request advance appointments to tour those facilities, according to the following stipulations.

a. To tour an SPC or CDF, visitors will contact the Field Office Director or the Assistant Field Office Director assigned to the facility. The Chief of Security shall be responsible for implementing the necessary security procedures.

b. To tour an IGSA facility, visitors will contact the Field Office Director responsible for that area of responsibility, who will in turn notify the facility. Local facilities’ policies and procedures shall govern.

Visitors will abide by the policies and procedures of the facility being visited or toured. Visitors must obtain advance permission from the facility administrator and Field Office Director before taking photographs in or of any facility. Detainees have the right not to be photographed (still, movie or video), and not to have their voices recorded by the media. Thus, the facility administrator shall advise both visitors and detainees that use of any detainee’s name, identifiable photo or recorded voice requires that individual’s prior permission. Such permission will be recorded by the visitor’s completion of a signed release from the detainee before photographing or recording the detainee’s voice. The original form shall be filed in the detainee’s A-file with a copy placed in the facility’s detention file.

If the presence of video, film or audio equipment or related personnel poses a threat to the safety or security of the facility, its staff or its detainees, the Field Office Director may limit or prohibit such access. Prior to the tour, the Field Office Director shall explain the terms and guidelines of the tour to the visitors.

During and after an emergency, or when indications exist that extra security measures may be needed due to a possible disturbance in the facility, the Field Office Director may suspend visits for an appropriate period.

4. Personal Interviews

A media representative or member of the public, including non-governmental organizations and academics, planning to conduct a personal interview at a facility shall submit a written request to the responsible Field Office Director, preferably 48 hours prior to, and no less than 24 hours prior to, the time slot requested. The Field Office Director may waive the 24-hour rule if convinced of the need for urgency.

7.2 | Interviews and Tours
Through facility staff, the Field Office Director shall inform the detainee of the interview request. Before the Field Office Director considers the interview request, the detainee must then indicate his/her willingness to be interviewed by signing a consent form. The original written consent shall be filed in the detainee’s A-file, and a copy shall be placed in the facility’s detention file.

“Appendix 7.2.A: News-Interview Authorization Detainee Interview Release Form” provides a sample news interview authorization form that may be used. The original of the form shall be filed in the detainee’s A-file with a copy in the facility’s detention file. Detainees should not be pressured or coerced out of granting the interview request, nor should the facility in any way retaliate against a detainee for lawful communication with a member of the media or a member of the public.

ICE/ERO shall normally act in writing within 48 hours of the written request. Possible reasons for disapproval may include, but are not limited to, the following situations.

a. The news media representative or news organization he/she represents or the visitor does not agree to the conditions established by this policy or has previously failed to abide by them. The detainee is physically or mentally unable to participate, as indicated by the statement of a medical officer (a mental health specialist may verify mental incapacity substantiating the reason for disapproval).

b. The Field Office Director finds it probable that the proposed interview may endanger the health or safety of the interviewer, cause serious unrest within the facility or disturb the orderly and secure operation of the facility.

c. The detainee is involved in a pending court action and the court with jurisdiction over the matter has issued a gag rule or the Field Office Director, after consultation with the respective ICE Office of Chief Counsel, thinks the proposed interview could affect the outcome of the court case.

If the requesting party believes the request was unfairly or erroneously denied, the requesting party may contact ICE/ERO headquarters.

Interviews shall take place during normal business hours in a location determined by the facility administrator. The facility administrator shall provide a location conducive to the interviewing activity, consistent with the safety, security and good order of the facility. The Field Office Director may limit the number of interviews with a particular detainee to a reasonable number per month. Further, if interviews are imposing a serious strain on staff or facility resources, the Field Office Director may restrict the time allotted for interviews.

For facility safety and security, ICE/ERO reserves the right to monitor, but not participate in, detainee interviews.

A media representative interested in touring the facility and photographing or recording any other detainees in conjunction with an individual interview must follow all applicable requirements and procedures, and shall indicate this interest at the time of his/her request for an interview.

5. Press Pools

A press pool may be established when the PAO, Field Office Director and facility administrator determine that the volume of interview requests warrants such action.

In such an event, the Field Office Director shall notify all media representatives with pending or requested interviews, tours or visits that, effective immediately and until further notice, all media representatives must comply with the press pool guidelines established by the Field Office Director.
All material generated from such a press pool must be made available to all news media, without right of first publication or broadcast.

The press pool shall consist of one member each from the following groups:

a. a television outlet (for video);

b. a radio network outlet;

c. a print outlet; and

d. a still photographer.

Each group shall choose its representative for the press pool. The Field Office Director shall, upon request, provide the media information about a detainees present in public record and not protected by privacy laws, Department of Homeland Security policy, or ICE/ERO policy. Security and safety concerns for staff and detainees require that specific removal-related data remain confidential.

6. Special Conditions for Media Representatives

To be approved to interview or visit a detainee or tour an ICE facility, the media representative must certify that he/she is familiar with and accepts the rules and regulations governing media conduct. He/she must at all times comply with those rules and regulations.

Media representatives shall collect information only from a primary source(s), and shall neither solicit nor use personal information from one detainee about another who is unwilling to be interviewed.

A media request may not delay or otherwise interfere with the admission, in-processing, or departure of any detainee. Routine processing of ICE detainees shall take precedence over media interviews.

B. Non-Governmental Organization (NGO) and Other Agency Stakeholder Facility

Tours, Visitation, or Tours with Visitation

ICE detention facilities will maintain an open and transparent approach to immigration detention through managed access of stakeholders participating in approved tours, visits, or tours with visitation. All tours and visits requests shall be governed by this standard and other applicable ICE policies or procedures on NGO and/or stakeholder access to detention facilities.

All requests by NGOs and other stakeholders (which include, but are not limited to, community service organizations, intergovernmental entities, faith-based organizations, members of academia, and legal groups (e.g., pro bono legal service provider groups)) for tours, visits, or tours with visits must be submitted in writing to the local ICE/ERO Field Office supervising the facility or the ICE Office of State, Local and Tribal Coordination (OSLTC). Tour requests should not be directed to the facility.

All requests shall be forwarded to the Field Office for review. When deciding whether to approve or deny the request, the Field Office Director, or his or her designee, will take into consideration safety and security, and the availability of personnel to staff the tour, visitation, or tour with visitation. All tour or visit participants will be expected to submit personal information required by applicable ICE policies, so the Field Office can perform background checks as necessary.

When requesting visitation or a tour with visitation, stakeholders may pre-identify any detainee with whom they may wish to speak by providing ICE with a list of specific detainees in advance. Stakeholders are not required to pre-identify a detainee(s) with whom they may wish to meet during their tour and/or visit. In order to meet with
detainees who have not been pre-identified, stakeholders shall provide to ICE a sign-up sheet.

All stakeholders shall provide ICE a completed tour/visitation notification flyer and a signed ICE Stakeholder Visitor Code of Conduct.

If the tour/visit is approved, the facility shall post both the ICE sign-up sheet and the ICE stakeholder tour/visit notification flyer at least 48 hours in advance of the tour or visitation in appropriate locations (e.g., message boards, housing areas). The facility staff may also make appropriate oral announcements to detainees about the upcoming tour/visit (e.g., announcement during meal times). The facility staff is not required to inform a detainee’s attorney that a stakeholder will tour/visit the facility or for overseeing the content of the consent form or ensuring that the detainee and the stakeholder have completed it.

On the day of the visitation, the facility staff shall give the NGO or stakeholder access to pre-identified detainees and/or to detainees who have signed up in advance to speak with the stakeholder.

The facility staff shall arrange for the visitation to occur in a pre-determined common area or space.

The facility staff may maintain a physical presence in the meeting room to maintain safety and security.

To ensure security and avoid any disruptions in daily operations, all NGOs and other stakeholders touring and/or conducting visitation with detainees shall maintain proper and appropriate decorum, adhere to applicable ICE and facility standards, and may be asked to sign a code of conduct form.

This Standard does not apply to (1) Legal Orientation Program or Know Your Rights presentation providers; (2) law firms, organizations, or sole attorney practitioner providing or seeking to provide legal representation; and (3) health care practitioners with a request from a detainee’s counsel to conduct an examination relevant to the detainee’s case.
• Appendix 7.2.A: Detainee Interview Release Form (English)

• Appendix 7.2.B: Detainee Interview Release Form (Spanish)
DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

DETAINEE INTERVIEW RELEASE FORM

Use this form to document news media interview requests of aliens in ICE custody

<table>
<thead>
<tr>
<th>Part 1. Alien &amp; News Media Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: ________________________________</td>
</tr>
<tr>
<td>Detainee's name and A-number: __________</td>
</tr>
<tr>
<td>Name of facility where alien is detained:</td>
</tr>
<tr>
<td>Name of news media representative: ________</td>
</tr>
<tr>
<td>Name of media organization represented: ________________________________</td>
</tr>
<tr>
<td>Address of media organization represented: ________________________________</td>
</tr>
</tbody>
</table>

Instruction: Fill out either Part 2 or 3. Not both.

<table>
<thead>
<tr>
<th>Part 2.a. Consent to be interviewed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Part 2a and 2b if providing consent to be interviewed.</td>
</tr>
<tr>
<td>I, the ICE detainee named above, do hereby freely give permission to the news media representative named above to interview me on or about (date) _________________.</td>
</tr>
<tr>
<td>Detainee's signature: __________________________</td>
</tr>
<tr>
<td>Witness signature: ____________________________</td>
</tr>
<tr>
<td>Title: ________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2.b. Consent or Refusal of Photographs and Audio Recordings (check only one and complete)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the ICE detainee named above, (check one):</td>
</tr>
<tr>
<td>□ give permission □ refuse permission for the news media representative named above to make recordings of my voice during this interview and to take photographs of me (still or video).</td>
</tr>
<tr>
<td>Detainee's signature: __________________________</td>
</tr>
<tr>
<td>Witness signature: ____________________________</td>
</tr>
<tr>
<td>Title: ________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 3. Refusal of Interview</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Part 3 only if refusing to provide consent to be interviewed.</td>
</tr>
<tr>
<td>I, the ICE detainee named above, refuse to grant permission for the news media representative named above to interview me.</td>
</tr>
<tr>
<td>Detainee's signature: __________________________</td>
</tr>
<tr>
<td>Witness signature: ____________________________</td>
</tr>
<tr>
<td>Title: ________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 4. Notice and Disclaimer</th>
</tr>
</thead>
<tbody>
<tr>
<td>The use and dissemination of a detainee name, image, statements, or voice recordings by a news media organization requires written permission. Media representatives must obtain a signed release from the detainee before interviewing, photographing, or recording him or her. This document only addresses whether a detainee will permit a media representative to enter an ICE facility to conduct an interview. This form does not provide authorization for a news media representative to further use and/or disseminate any information obtained during an interview. ICE does not control the content or use of any interview statements, images, or recordings obtained by a news media representative. Any agreement regarding use and dissemination of statements or records derived from an interview falls solely within the purview of the detainee and the respective news media representative.</td>
</tr>
</tbody>
</table>
**DEPARTMENT OF HOMELAND SECURITY**
**DEPARTAMENTO DE SEGURIDAD NACIONAL**
**U.S. Immigration and Customs Enforcement**
**Servicio de Inmigración y Control de Aduanas de EE.UU.**

**FORMULARIO DE AUTORIZACIÓN PARA ENTREVISTAR A UN DETENIDO**

Utilice este formulari para documentar las solicitudes de los medios de comunicación para entrevistar a los extranjeros en custodia del ICE.

**Parte 1. Información del extranjero y del medio de comunicación**

| Fecha: |  
|-----------------|----------------------|
| Nombre del detenido y número de extranjero (A-number): |  
| Nombre del centro donde está detenido el extranjero: |  
| Nombre del representante del medio de comunicación: |  
| Nombre del medio de comunicación representado: |  
| Dirección del medio de comunicación representado: |  

**Instrucciones:** Llene la Parte 2 o la Parte 3, no ambas.

**Parte 2a. Consentimiento para ser entrevistado**

| Complete las Partes 2a y 2b si usted da su consentimiento para ser entrevistado. | Yo, el detenido en el ICE nombrado arriba, por la presente doy todo mi consentimiento al representante del medio de comunicación nombrado arriba para que me entrevisten en o alrededor del (fecha) _ _ _ _ _ _._  
| Cargo: |  
| Firma del detenido: |  
| Firma del testigo: |  

**Parte 2b. Consentir o negarse a ser fotografiado o grabado en audio (marque solo una casilla y complete)**

| Firma del detenido: |  
| Firma del testigo: |  
| Cargo: |  

- [ ] doy permiso,  [ ] no doy permiso,

para que el representante del medio de comunicación nombrado arriba grabe mi voz durante esta entrevista y me tome fotografías (fijas o en video).

**Parte 3. Negación de la entrevista**

| Complete la Parte 3 sólo si usted se niega a dar su consentimiento para ser entrevistado. | Yo, el detenido en el ICE nombrado arriba, no doy permiso para que el representante del medio de comunicación nombrado arriba me entreviste. |  
| Cargo: |  
| Firma del detenido: |  
| Firma del testigo: |  

**Parte 4. Aviso y descargo de responsabilidad**

El uso y difusión del nombre, imagen, declaraciones o grabaciones de la voz de un detenido por parte de un medio de comunicación, requiere de un permiso por escrito. Los representantes de los medios de comunicación deben obtener una autorización firmada por el detenido antes de entrevistarlo, fotografiarlo o grabarlo. Este documento solamente indica si un detenido permitirá que un representante de un medio de comunicación entre a las instalaciones del ICE para realizar una entrevista. Este formulario no proporciona una autorización para que un representante de un medio de comunicación utilice y/o difunda posteriormente cualquier información obtenida durante la entrevista. El ICE no controla el contenido o uso de ninguna declaración, imágenes o grabaciones obtenidas por un representante de un medio de comunicación durante la entrevista. Cualquier convenio sobre el uso y la difusión de las declaraciones o grabaciones obtenidas en una entrevista recae únicamente dentro del ámbito del detenido y del representante del medio de comunicación respectivo.

ICE Form 71-050 (7/16) (Spanish/Español)
7.3 Staff Training

I. Purpose and Scope

This detention standard ensures that facility staff, contractors, and volunteers are competent in their assigned duties by requiring that they receive initial and ongoing training.

Other detention standards may include additional training requirements specific to each standard.

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. Before assuming duties, each new employee, contractor, or volunteer will be provided an orientation to the facility and the ICE/ERO detention standards.
2. All part-time staff and contract personnel shall receive formal orientation training appropriate to their assignments. Any part-time, volunteer, or contract personnel working more than twenty hours per week shall receive training appropriate to their position and commensurate with their full-time colleagues.
3. Training for staff, contractors, and volunteers will be provided by instructors who are qualified to conduct such training.
4. Staff and contractors who have minimal detainee contact (such as clerical and other support staff) will receive initial and annual training commensurate with their responsibilities.
5. Professional, support, and health care staff and contractors who have regular or daily contact with detainees, or who have significant responsibility involving detainees, will receive initial and annual training commensurate with their position.
6. Security staff and contractors will receive initial and annual training commensurate with their position.
7. Facility management and supervisory staff and contractors will receive initial and annual training commensurate with their position.
8. Personnel and contractors assigned to any type of emergency response unit or team will receive initial and annual training commensurate with these responsibilities including annual refresher courses or emergency procedures and protocols.
9. Personnel and contractors authorized to use

10. Personnel and contractors authorized to use chemical agents and electronic control devices will receive thorough training in their use and in
the treatment of individuals exposed to a chemical agent.

11. Security staff and contractors will be trained in procedures to include protocols.

12. New staff, contractors, and volunteers will acknowledge in writing that they have reviewed facility work rules, ethics, regulations, conditions of employment, and related documents, and a copy of the signed acknowledgement will be maintained in each person’s personnel file.

III. Standards Affected

This detention standard replaces “Staff Training” dated 12/2/2008.

IV. References

American Correctional Association, Performance-based Standards for Adult Local Detention Facilities, 4th Edition: 4-ALDF-7B-05 through 7B-17, 7C-01, 7C-03.


V. Expected Practices

A. Overview of Training

The facility administrator shall ensure that the facility conducts appropriate orientation, initial training and annual training for all staff, contractors and volunteers, consistent with this standard and with appropriate assessment measures.

The facility administrator shall contact the local ICE/ERO Field Offices for access to relevant DHS training resources, such as DHS Office for Civil Rights and Civil Liberties training modules.

The amount and content of training shall be consistent with the duties and function of each individual and the degree of direct supervision that individual shall receive.

The facility administrator shall assign at least one qualified individual, with specialized training for the position, to coordinate and oversee the staff development and training program. At minimum, training personnel shall complete a 40-hour training-for-trainers course.

The training coordinator shall develop and document a facility training plan that is reviewed and approved annually by the facility administrator and reviewable by ICE/ERO. The facility administrator shall ensure that:

1. training is conducted by trainers certified in the subject matter—this is particularly important in life-safety subject areas such as firearms, chemical agents, self-defense, force and restraints, emergency response, first aid and CPR;

2. each trainee shall be required to pass a written or practical examination to ensure the subject matter has been mastered—this is particularly important in life-safety subject areas such as emergency response, first aid and CPR, and in areas of ethical conduct;

3. the formal training received by each trainee shall be fully documented in permanent training records; and

4. formal certificates of completion shall be issued and kept in the appropriate facility files.

B. Initial Orientation

Each new employee, contractor, and volunteer shall be provided training prior to assuming duties. While tailored specifically for staff, contractors, and

7.3 | Staff Training
volunteers, the orientation programs shall include, at a minimum:

1. ICE/ERO detention standards
2. cultural and language issues, including requirements related to limited English proficient detainees
3. requirements related to detainees with disabilities and special needs detainees
4. code of ethics
5. drug-free workplace
6. emergency plans and procedures
7. signs of suicide risk, suicide precautions, prevention, and intervention
8. use of force
9. key and lock control
10. tour of the facility
11. staff rules and regulations
12. sexual abuse/sexual misconduct awareness and reporting
13. hostage situations and staff conduct if taken hostage

C. Initial and Annual Training

Each new employee, contractor, and volunteer shall be provided initial and annual training appropriate to their assignments. While tailored specifically for staff, contractors, and volunteers, the training programs shall include, at a minimum:

1. Employees and contractors who have minimal detainee contact and no significant responsibilities involving detainees:
   a. ICE/ERO detention standards update
   b. cultural and language issues including requirements related to limited English proficient detainees
2. training related to detainees with disabilities and special needs detainees
3. code of ethics
4. staff rules and regulations
5. key and lock control
6. signs of suicide risk, suicide precautions, prevention, and intervention
7. drug-free workplace
8. health-related emergencies
9. emergency plans and procedures
10. sexual abuse and sexual misconduct awareness
11. hostage situations and staff conduct if taken hostage

2. Professional and support employees, including contractors, who have regular or daily detainee contact:
   a. ICE/ERO detention standards
   b. cultural and language issues including requirements related to limited English proficient detainees
   c. requirements related to detainees with disabilities and special needs detainees
   d. security procedures and regulations
   e. sexual harassment and sexual misconduct awareness (including the contents of standard “2.11 Sexual Abuse and Assault Prevention and Intervention”)
   f. appropriate conduct with detainees
   g. code of ethics
   h. health-related emergencies
   i. drug-free workplace
   j. supervision of detainees

7.3 Staff Training
k. signs of hunger strike
l. signs of suicide risk, suicide precautions, prevention, and intervention
m. 

n. 

o. report writing
p. detainee rules and regulations
q. 

r. rights and responsibilities of detainees
s. safety procedures
t. emergency plan and procedures
u. interpersonal relations
v. communication skills
w. cardiopulmonary resuscitation (CPR)/First aid
x. counseling techniques

3. Full-time health care employees and contractors

In addition to the training areas above, the health-care employee training program shall include instruction in the following:

a. medical grievance procedures and protocols
b. emergency medical procedures
c. occupational exposure
d. personal protective equipment
e. bio-hazardous waste disposal
f. overview of the detention operations

4. Security personnel

In addition to the training areas above, instruction for security personnel shall include:

a. 

b. 

c. 

5. Situation Response Teams (SRTs)

Members of SRTs shall receive specialized training before undertaking their assignments.

D. Continued Education and Professional Development

Employees should be encouraged to continue their education and professional development.
7.4 Detainee Transfers

I. Purpose and Scope

This detention standard is written to ensure that transfers of detainees from one facility to another are accomplished in a manner that ensures the safety and security of the staff, detainees, and the public; and that the process relating to transfers of detainees is carried out professionally and responsibly with respect to notifications, detainee records, and the protection of detainee funds and property.

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. Decisions to transfer detainees are made by the Field Office Director or his/her designee on the basis of complete and accurate case information and principles set forth in the ICE/ERO Detainee Transfers Directive and other applicable ICE/ERO policies. All detainee transfers and transfer determinations shall be based on a thorough and systematic review of the most current information available by ICE/ERO.

2. The legal representative-of-record shall be notified as soon as practicable, but no later than 24 hours after the detainee is transferred, in accordance with sound security practices. Contacting the legal representative-of-record will be the responsibility of ICE/ERO.

3. The detainee shall be informed of the transfer orally and in writing in a language or manner that he/she can understand, immediately prior to transport.

4. Transportation staff, as well as sending and receiving facility staff, shall have accurate and complete records for each transferred detainee.

5. Transfers of detainees shall be accomplished safely and securely.

6. Detainees shall be transferred with appropriate medication(s) and medical and referral information to ensure continuity of care with the receiving facility’s medical services.

7. Transferred detainee funds, valuables and other personal property shall be safeguarded and transported in compliance with standards “1.3 Transportation (by Land),” “2.1 Admission and Release” and “2.5 Funds and Personal Property.”

8. The applicable content and procedures in this Standard shall be communicated to the detainee in a language or manner the detainee can understand. 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 notetakers, 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 “Transfer of Detainees” dated 12-2-2008

IV. References


National Commission on Correctional Health Care, Standards for Health Services in Jails (2014)

ICE/ERO Performance-based National Detention Standards 2011:

- “1.3 Transportation (by Land)”;
- “2.1 Admission and Release”;
- “2.5 Funds and Personal Property”;
- “4.3 Medical Care”; and
- “4.4 Medical Care (Women).”

ICE/ERO Detainee Transfers Directive

V. Expected Practices

A. Responsibilities of ICE/ERO

1. Decisions to transfer detainees are made by the Field Office Director or his or her designee on the basis of complete and accurate case information and principles set forth in the ICE/ERO Detainee Transfers Directive and other applicable ICE/ERO policies.

2. Attorney notifications relative to detainee transfers are the responsibility of ICE/ERO, which will make attorney notifications in accordance with the ICE Detainee Transfers Directive and other applicable ICE/ERO policies. The legal representative-of-record shall be notified as soon as practicable, but no later than 24 hours after the detainee is transferred, in accordance with sound security practices. Contacting the legal representative-of-record will be the responsibility of ICE/ERO.

B. Responsibilities of the Sending Facility – Notifications

1. Communications with ICE

A detainee may not be transferred from any facility without the appropriate I-203 (Notice to Detain or Release) or I-216 (Record of Person and Property Transfer) that authorizes the detail. If the facility administrator or his or her designee believes that a scheduled transfer of a detainee should not take place, the facility administrator shall notify ICE/ERO prior to the transfer.

2. Detainee Notification

Immediately prior to transfer, the sending facility shall ensure that the detainee is informed, in a language or manner he or she can understand, that he or she is being transferred to another facility and is not being removed (if applicable).

a. The sending facility shall ensure that specific plans and time schedules are not discussed with detainees and that following notification, the detainee:

1) is not permitted to make or receive any telephone calls until the detainee reaches the destination facility; and

2) does not have contact with any detainee in the general population until the detainee reaches the destination facility.

b. At the time of the transfer, the sending facility shall provide the detainee, in writing,
the name, address, and telephone number of
the facility to which he or she is being
transferred, using the attached Detainee
Transfer Notification Form.
c. The sending facility shall ensure that the
detainee acknowledges, in writing, that:
1) he or she has received the transfer
destination information;
2) it is his or her responsibility to notify
family members if so desired, upon
admission into the receiving facility; and
3) he or she may place a domestic phone call,
at no expense to the detainee, upon
admission into the receiving facility.
d. The sending facility will place a copy of the
Detainee Transfer Notification Form in the
detainee’s detention file.

3. Notification to the Health Care Provider

Upon receipt of an authorization to transfer a
detainee from ICE/ERO, the sending facility shall
notify the facility health care provider so
that the health care provider can prepare a
medical transfer summary sheet and the
detainee’s full medical records to accompany the
transfer. The facility health care provider shall
be notified sufficiently in advance of the transfer
that medical staff may determine and provide for
any associated medical needs.

4. Preparation for Transfer, Notification to
Escort Officers

a. The sending facility shall ensure that a
properly executed I-203 or I-216 accompanies
the transfer.
b. The sending facility shall ensure that
escorting officers are advised of any security
considerations relative to detainees to be
transported so that escorting officers can take
necessary precautions.

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.

5. Food and Water during Transfer

Food and water shall be provided in accordance
with the detention standard on transportation by
land. The sending facility is responsible for the
preparation and delivery of proper meals prior to
departure.

C. Responsibilities of the Health Care
Provider at the Sending Facility

1. Transfer of the Detainee’s Medical
Record/Information

When a detainee is transferred within the ICE-
Health Service Corps (HSC) system,
ICE/ERO shall ensure that:

- Form LISM-553, or equivalent Medical-
Transfer Summary, and a copy of the
detainee’s full medical record accompanies
the detainee; and

the full medical record is placed in a sealed-
envelope or other container labeled with the
detainee’s name and A number and marked
“MEDICAL CONFIDENTIAL.”

- When a detainee is transferred to another
IGSA detention facility, the sending facility
shall ensure that the a Medical Transfer
Summary accompanies the detainee. A copy
of the full medical record must accompany
each detainee during transfer unless
extenuating circumstances make this
impossible.
impossible, in which case the full medical record will follow as soon as practicable.

2. Medical Transfer Summary

a. The sending facility's medical staff shall prepare a Medical/Mental Health Transfer Summary that must accompany the detainee. The Medical Transfer Summary shall include, at a minimum, the following items: Either Form USM-553, or a facility-specific form may be used, provided it shows:

1) patient identification;

2) tuberculosis (TB) screening results (including results date) and current TB status if TB disease is suspected or confirmed, clearance, including Purified Protein Derivative (PPD) with the test dates, and chest x-ray results if the detainee has received a positive PPD reading;

3) current mental, dental, and physical health status, including all significant health issues, and highlighting any potential unstable issues or conditions which require urgent follow-up;

4) current medications, with instructions for dose, frequency, etc., with specific instructions for medications that must be administered en route;

5) any past hospitalizations or major surgical procedures;

6) recent test results, as appropriate;

7) known allergies;

8) any pending medical or mental health evaluations, tests, procedures, or treatments for a serious medical condition scheduled for the detainee at the sending facility. In the case of patients with communicable disease and/or other serious medical needs, detainees being released from ICE custody are given a list of community resources, at a minimum;

9) copies of any relevant documents as appropriate; and

10) the name and contact information of the transferring medical official.

The IHSC Form 849 or equivalent, or the Medical Transfer Summary attached as Appendix 4.3.C, which mirrors IHSC Form 849, may be used by facilities to ensure compliance with these standards.

3. Notification of Medical/Psychiatric Alerts or Holds

Upon receiving notification that a detainee is to be transferred, appropriate medical staff at the sending facility shall notify the facility administrator of any medical/psychiatric alerts or holds that have been assigned to the detainee, as reflected in the detainee's medical records. The facility administrator shall be responsible for providing notice to ICE/ERO of any medical/psychiatric alerts or holds placed on a detainee that is to be transferred.

4. Medical Holds

If a detainee has been placed in a medical hold status, the detainee must be evaluated and cleared by a licensed independent practitioner (LIP) prior to transfer. If the evaluation indicates that transfer is medically appropriate but that health concerns associated with the transfer remain, medical staff at the sending facility shall notify ICE and shall provide ICE requested information and other assistance, to the extent practicable, to enable ICE to make appropriate transfer determinations.

5. Medical Escort
The CMA or designee must inform the facility administrator in writing if the detainee’s medical or psychiatric condition requires a medical escort during transfer.

6. Medications
   a. Prior to transfer, medical staff shall provide the transporting officers instructions and, if applicable, medication(s) for the detainee’s care in transit.
   b. Medical staff shall ensure that the detainee is transferred with, at a minimum, seven (7) days’ worth of prescription medications (for TB medications, up to 15 days’ supply, and for HIV/AIDS medication a 30 day supply) to guarantee the continuity of care throughout the transfer and subsequent intake process.
   c. Medication shall be:
      1) placed in a property envelope labeled with the detainee’s name and A-number and appropriate administration instructions;
      2) accompany the transfer; and
      3) if unused, turned over to the receiving medical personnel.

D. Responsibilities of the Sending Facility Relative to Detainees’ Property Prior to Transport

Before transferring a detainee, the sending facility’s processing staff shall ensure that all funds and small valuables are properly documented on the G-589 and I-77 or equivalent.

1. Funds and Small Valuables
   Before transfer, the sending facility shall return all funds and small valuables to the detainee and close out all Forms G-589 (or local IGSA funds and valuables receipts) in accordance with the Detention Standard on Funds and Personal Property.

During transport, a detainee shall ordinarily have the following items in his or her possession; however, items that might present a security risk or are particularly bulky may be transported separately in the vehicles’ storage area:
   - Personal Items include:
     - Cash
     - All legal material
     - Small valuables such as jewelry
     - Address books, phone lists, correspondence
     - Dentures, prescription glasses
     - Small religious items
     - Photos
     - Similar small personal property items.

The receiving facility shall create a new G-589 (or local IGSA funds and valuables receipt) during admissions in-processing in accordance with the Detention Standard on Funds and Personal Property.

2. Large Valuables, Excess Luggage, and Other Bulky Items
   Detainee access to large items of personal property during transport is prohibited; however, ordinarily, all items stored at the sending facility shall accompany the transferee to the receiving SPC, CDF or, in most cases, the receiving IGSA facility.

If the property accompanies the detainee, in accordance with the Detention Standard on “Funds and Personal Property”:

7.4 | Detainee Transfers
a. The sending facility shall close out all Forms G-589 (or local IGSA property receipt forms), and

b. The receiving facility shall create a new G-589 and I-77 (or local IGSA property receipt forms) during admissions in-processing. If the receiving facility does not accept excess, oversized or bulky belongings (including, but not limited to, suitcases, cartons, televisions, etc.), the sending facility shall:

   a. Arrange to store the property elsewhere; or process the excess property in accordance with ERO standard operating procedures.
   
   b. If the detainee refuses to provide an appropriate mailing address, or is financially able but unwilling to pay for shipping, notify ICE/ERO. ICE/ERO may dispose of the property after providing the detainee written notice in accordance with the ICE/ERO standard operating procedures.
   
   c. If the detainee cannot provide an appropriate address because one does not exist, the detainee shall keep the property receipts for the stored items, and the facility shall store the property and notify the receiving facility in writing that the transferring facility requires notice, before the detainee’s release or further transfer, to ensure the detainee receives the stored property.

E. Responsibilities of the Transporting Officer

1. The transporting officer may not transport a detainee without the required documents, including:

   a. the Medical Transfer Summary; and

   b. a properly executed Form I-203 or I-216, or equivalent form.

If the full medical record is not available at the time of transfer, the transporting officer shall notify his/her supervisor, who will notify ICE/ERO and record same in the processing transfer log.

2. The transporting officer shall review the information for completeness and to make sure that he or she has the supplies required to provide any in-transit care that is indicated.

3. Any transportation officer who reviews the Medical Transfer Summary shall protect the privacy of the detainee’s medical information to the greatest extent possible, and may not share medical information unless necessary to safely fulfill transportation responsibilities.

4. The Transporting Officer is responsible for delivering the Medical Transfer Summary to personnel at the receiving facility and shall advise them of any medications provided to the detainee in transit.

5. The receiving facility must report any exceptions to the ICE/ERO Field Office and the Deputy Assistant Director, Detention Management Division.

F. Post Transfer Activities

1. After admission into the receiving facility or Field Office, all detainees must be offered the opportunity to make one domestic three-minute phone call at no cost to the detainee.

2. The responsible processing supervisor or his/her designee shall ensure that the detainee is informed promptly that he or she may notify interested persons of the transfer. The offer to make a domestic call, as referenced above, will be documented and signed by processing staff and by the detainee. A copy of the documentation verifying that a detainee was offered a three-minute phone call will be filed in the detainee’s detention folder.
DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
DETAINEE TRANSFER NOTIFICATION

DETAINEE NAME ___________________________ A# __________
NATIONALITY _______________________________________

TRANSFER DESTINATION

NAME OF NEW FACILITY _________________________
ADDRESS _________________________________________
_________________________________________________________________

TELEPHONE NUMBER ______________________________

I hereby acknowledge that I have received the transfer destination information. I have also been notified that it is my responsibility to notify family members, if I so desire, and that I will be provided with one free phone call when I arrive at my destination.

DETAINEE SIGNATURE ______________________ A# _______ DATE _________
OFFICER SIGNATURE ___________________________ DATE ___________
7.5 Definitions

A-File, Alien File

The legal file maintained by DHS for each detainee. Contents include but are not limited to the detainee’s identification documents (passport, driver’s license, other identification cards, etc.), photographs, immigration history, prior criminal record if any, and all documents and transactions relating to the detainee’s immigration case.

ACA

American Correctional Association.

Administrative Health Authority

The administrative authority is responsible for all access to care, personnel, equipment and fiscal resources to support the delivery of health care services.

Administrative Segregation

A non-punitive form of separation from the general population used for administrative reasons. Administrative segregation is available only to ensure the safety of detainees or others, the protection of property, or the security or good order of the facility, as determined by a facility administrator or supervisor. Administrative segregation may be available, among other reasons, for detainees awaiting investigations or hearings for violations of facility rules, detainees scheduled for release, removal, or transfer within 24 hours, and, under more limited circumstances, detainees who require protective custody or separation from the general population for medical reasons.

Admission/Admissions Process

In-processing of newly arrived detainees, which includes an orientation to the policies, programs, rules and procedures of the facility. Classification, assignment of living quarters, various inspections, medical screening and safeguarding of funds, valuables and other personal property is completed during this process.

Ammunition Control Officer (ACO)

An individual who has been designated in writing as the officer responsible for the physical and administrative control of ammunition in the authorizing official’s area of accountability.

Auxiliary Aids and Services

Services or devices that allow for effective communication by affording individuals with impaired vision, hearing, speaking, sensory, and manual skills an equal opportunity to participate in, and enjoy the benefits of, programs and activities. Such aids or services include interpreters, written materials, note-takers, video remote interpreting services, or other effective methods of making aurally delivered materials available to detainees with hearing impairments; readers, taped texts, materials or displays in Braille, secondary auditory programs, or other effective methods of making visually delivered materials available to detainees with visual impairments; acquisition or modification of equipment or devices; and other similar services and actions.

Body-cavity Search

The visual inspection or physical probing of body openings (anus, vagina, ears, nose, mouth, etc) where weapons, drugs, or other contraband could be secreted. This is the most intrusive means of searching an individual, reserved for instances where other search techniques have been considered but rejected as ineffective under the particular
circumstances of the case. Body-cavity search procedures govern physical probes, but not visual inspections.

For example, the procedures would not be appropriate for a visual inspection of the inside of the mouth, nose, or ears, unless contraband is found during the course of that inspection. Body-cavity procedures apply whenever contraband is found, because retrieving/seizing the item will involve physical entry into or probing within the cavity (in this example, the mouth, nose, or ear).

**Caustic**

**Capable of burning, corroding, eroding or destroying by chemical action.**

**Census Check**

**See Informal Count.**

**Chain of Command**

Order of authority (rank); executive, senior management, senior staff, etc. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. Ordinarily, a Chief of Security (chief detention enforcement agent, captain, etc.) is organizationally directly under an assistant or associate facility administrator.

**Chronic disease**

An illness or condition that affects an individual’s well being for an extended interval, usually at least six months, and generally is not curable but can be managed to provide optimum functioning within any limitations the condition imposes on the individual.

**Chronic disease program (care clinic)**

Incorporates a treatment plan and regular clinic visits. The clinician monitors the patient’s progress during clinic visits and, when necessary changes the treatment. The program also includes patient education for symptom management.

**Class R (Restricted) Tools**

Devices to which detainees are forbidden access except in the presence and constant supervision of staff for reasons of safety or security. Class R includes devices that can be used to manufacture or serve as weapons capable of doing serious bodily harm or structural damage to the facility. All items in this category. Class R also includes and other such items that are not inherently dangerous but could prove useful in unauthorized activities, such as escape attempts.

**Classification**

A process used to make housing and program assignments by assessing detainees on the basis of objective information about past behavior, criminal records, special needs, etc.

7.5 | Definitions

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(PBND 2011)

(Revised December 2016) (As Modified by February 2013 Errata)
Clinical Director (CD)

A designated individual licensed to practice medicine and provide health services with final responsibility for decisions related to medical judgments. A CD and CMA are equivalent positions.

Clinical Medical Authority (CMA)

The medical authority is responsible for the delivery of all health care services to the detainee population. These services include, but are not limited to, medical, nursing, dental, mental health and nutritional services. A CD and CMA are equivalent positions.

Combustible Liquid

A substance with a flash point at or above 100°F Fahrenheit.

Commissary

An area or system where detainees may purchase approved items.

Contact Visit

A meeting between detainee and another person authorized to take place in an area free of obstacles or barriers that prevent physical contact.

Container

Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or other vessel holding a hazardous chemical; does not include pipes or piping systems.

Contraband

Any unauthorized item in the facility: illegal, prohibited by facility rules, or otherwise posing a threat to the security or orderly operation of the facility. This includes unauthorized funds.

Contract Detention Facility (CDF)

A facility that provides detention services under a competitively bid contract awarded by the ICE.

Contractor

A person or entity that provides services on a recurring basis pursuant to a contractual agreement with the agency or facility.

Control Office

An officer who directs security activities from the Control Center.

Count Slip

Documentation of the number of detainees confirmed present during a population count in a specific area, signed by the officers involved in the count.

Correspondence

Letters, postcards and other forms of written material not classified as packages or publications. Large envelopes containing papers qualify as correspondence, but boxes, sacks and other shipping cartons do not. Books, magazines, newspapers and other incoming printed matter are not “correspondence.”

Criminal Alien

A foreign national convicted of one or more crimes.

Dedicated IGSA Facility (Dedicated IGSA)

An IGSA facility that solely houses ICE detainees. Also see “IGSA FACILITY” and “INTERGOVERNMENTAL SERVICE AGREEMENT.”

Detainee Handbook

The policies and procedures governing detainee life in the facility: daily operations, rules of conduct, sanctions for rule violations, recreation and other programs, services, etc., defined in writing and
Disciplinary Hearing

Non-judicial administrative procedure to determine whether substantial evidence supports finding a detainee guilty of a rule violation.

Disciplinary Committee

One or more impartial staff members who conduct and/or oversee a disciplinary hearing. A lower-level committee (Unit Disciplinary Committee) investigates a formal Incident Report and may impose minor sanctions or refer the matter to a higher-level disciplinary committee. A higher-level committee (Institution Disciplinary Panel) conducts formal hearings on Incident Reports referred from the lower level committee and may impose higher level sanctions for higher level prohibited acts. Also see Institution Disciplinary Panel.

Disciplinary Segregation

A punitive form of separation from the general population used for disciplinary reasons. Disciplinary segregation is available only after a finding by a disciplinary hearing panel that the detainee is guilty of a serious prohibited act or rule violation.

Dry Cell

A cell or room without running water where a detainee can be closely observed by staff until the detainee has voided or passed contraband or until sufficient time has elapsed to preclude the possibility that the detainee is concealing contraband. Dry cells may be used when there is reasonable suspicion that a detainee has ingested contraband or concealed contraband in a body cavity.

Emergency Changes

Measures immediately necessary to maintain security or to protect the health and safety of staff and detainees.

7.5 | Definitions

Disciplinary Hearing

Non-judicial administrative procedure to determine whether substantial evidence supports finding a detainee guilty of a rule violation.

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Emergency Changes

Measures immediately necessary to maintain security or to protect the health and safety of staff and detainees.
Exigent Circumstances

Any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility or a threat to the safety or security of any person.

Exposure/Exposed

Subjected or potentially subjected to a hazardous substance by any means (inhalation, ingestion, skin contact, absorption, etc.)

Flash Point

The minimum temperature at which the vapor of a combustible liquid can form an ignitable mixture with air.

Food Service Administrator (FSA)

The official responsible for planning, controlling, directing and evaluating Food Service Department operations.

Formal Count

When the detainee population is assembled at specific times for attendance check, conducted in accordance with written procedures.

Facility Administrator

A generic term for the chief executive officer of a detention facility. The formal title may vary (warden, Officer In Charge, sheriff, jail administrator, etc.).

Field Office Directory (FOD)

Individual with chief responsibility for facilities in his assigned geographic area.

Firearms Control Officer (FCO)

Individual designated responsible for the physical and administrative control of all firearms under the jurisdiction of the authorizing official.

Flammability Hazard

Has a flash point below 200 degrees Fahrenheit, closed cup, or is subject to spontaneous heating.

Flammable Liquid

A substance with a flash point below 100 degrees Fahrenheit (37.8 Centigrade).

Funds

Cash, checks, money orders and other negotiable instruments.

Gender nonconforming

Having an appearance or manner that does not conform to traditional societal gender expectations.

General Correspondence

All correspondence other than “special correspondence.”

General Population

Detainees whose housing and activities are not specially restricted. The term is ordinarily used to differentiate detainees in the “general population” from those in Special Housing Units.
Grievance

A complaint based on a circumstance or incident perceived as unjust.

Hard Contraband

Any item that poses a serious threat to the life, safety or security of the facility detainees or staff.

Health Assessment

The process whereby an individual’s health status is evaluated. This process will address the patient’s physical, dental and mental health appropriate to the patient’s condition and will include, as determined by the health care provider, questioning the patient about symptoms, a physical examination appropriate to the complaint and, as appropriate, review of screening information, collection of additional information relating to mental, dental and medical health issues, immunization histories, laboratory and diagnostic tests, other examinations, review of results, initiation of therapy and development of a treatment plan.

Health Authority

The health services administrator (HSA), clinical director (CD), or agency responsible for the provision of health care services at a facility or system of facilities. The responsible physician may be the health authority. Health authority may also be referred to as the medical department.

Health Care Practitioner

Defined as an individual who is licensed, certified, or credentialed by a state, territory or other appropriate body to provide health care services within the scope and skills of the respective health care profession.

Health Hazard

Includes carcinogens, toxic agents, reproductive toxins, irritants, corrosives, sanitizers, hepatotoxins, nephrotoxins, neurotoxins and other agents that act on the hemopoietic system or damage the lungs, skin, eyes, or mucous membranes.

Health Screening

A system for preliminary screening of the physical and mental condition of individual detainees upon arrival at the facility; conducted by health care personnel or by a specially trained health offcer. The combination of structured inquiry and observation is designed to obtain immediate treatment for new arrivals who are in need of emergency health care, identify and meet ongoing current health needs, and isolate those with communicable diseases.

Hold Room

A secure area used for temporary confinement of detainees before in-processing, institutional appointments (court, medical), release, transfer to another facility, or deportation-related transportation.

Hunger Strike

A voluntary fast undertaken as a means of protest or manipulation. Whether or not a detainee actually declares that he or she is on a hunger strike, staff are required to refer any detainee who is observed to not have eaten for 72 hours for medical evaluation and monitoring.

IGSA Facility (IGSA)

A state or local government facility used by ERO through an Intergovernmental Service Agreement. Also see “INTERGOVERNMENTAL SERVICE AGREEMENT.”

Illegal Contraband

Any item prohibited by law, the possession of which constitutes grounds for felony or misdemeanor charges.
Indigent

Without funds, or with only nominal funds. Ordinarily, a detainee is considered “indigent” if he or she has less than $15.00 in his or her account.

Informal grievance

An oral complaint or concern received from a detainee. Informal grievances may be handled at the lowest level in the organization possible to effectively resolve the complaint with no written response.

Informal Resolution

Brings closure to a complaint or issue of concern to a detainee, satisfactory to the detainee and staff member involved; does not require filing of a written grievance.

Informed Consent

An agreement by a patient to a treatment, examination, or procedure after the patient receives the material facts about the nature, consequences, and risks of the proposed treatment, examination or procedure; the alternatives to it; and the prognosis if the proposed action is not undertaken.

In-processing

Administrative processing of a detainee arriving at a detention facility (See “Admissions”).

Institution Disciplinary Panel (IDP)

Review board responsible for conducting disciplinary hearings and imposing sanctions for cases of detainee misconduct referred for disposition following the hearing. The IDP usually comprises a hearing officer and representatives of different departments in the facility.

Intergovernmental Service Agreement

A cooperative agreement between ICE and any state, territory or political subdivision for the construction, renovation or acquisition of equipment, supplies or materials required to establish acceptable conditions of confinement and detention services. ICE may enter into an IGSA with any such unit of government guaranteeing to provide bed space for ICE detainees, and to provide the clothing, medical care, food and drink, security and other services specified in the ICE/ERO detention standards; facilities providing such services are referred to as “IGSA facilities.”

Intersex

Having sexual or reproductive anatomy or chromosomal pattern that does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

Investigating Officer

An individual of supervisory or higher rank who conducts an investigation of alleged misconduct and was not involved in the incident; usually a

Juvenile

Any person under the age of 18.

Least Intrusive

In the context of a search, terminology used to refer to alternative means of finding contraband, such as
questions, metal detectors, pat down searches and boss chairs, prior to conducting a strip search.

Legal Assistant
An individual (other than an interpreter) who, working under the direction and supervision of an attorney or other legal representative, assists with group presentations and in representing individual detainees. Legal assistants may interview detainees, assist detainees in completing forms and deliver papers to detainees without the supervisory attorney being present.

Legal Correspondence
See “special correspondence.”

Legal File
See A-File.

Legal Representative
An attorney or other person representing another in a matter of law, including law students, law graduates not yet admitted to the bar; “reputable individuals”; accredited representatives; accredited officials and attorneys outside the United States (see 8 CFR § 292.1, “Representation and Appearances”).

Leisure-time Activities
Activities which are designed to provide detainees with recreational opportunities both inside and outside the living area, e.g., soccer, basketball, chess, checkers, television.

Life-sustaining Procedure (Life Support)
A medical intervention or procedure that uses artificial means to sustain a vital function.

Limited English Proficiency (LEP)
A person who does not speak English as his or her primary language and who has a limited ability to read, speak, write, or understand English. LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing).

Mail Inspection
Examination of incoming and outgoing letters, packages, etc., for contraband, including cash, checks and money orders.

Master Count
Total number of detainees housed at a facility.

Material Safety Data Sheet (MSDS)
Basic information about a hazardous chemical, prepared and issued by the manufacturer, in accordance with Occupational Safety and Health Administration regulations (see 29 CFR 1910.1200; see also OSHA Form 174); among other things, specifies precautions for normal use, handling, storage, disposal and spill cleanup.

Medical Classification System
A system by which a detaine’s medical and mental health conditions and needs are assessed to allow for appropriate placement in a facility with the resources necessary to provide appropriate level of care to meet those needs.

Medical Discharge Plan
The discharge plan includes: admission diagnosis; discharge diagnosis; brief medical history including the chief complaint and any essential physical findings discovered; all diagnostic test (e.g., x-rays, lab results, ECG’s, etc) results; list of any medications prescribed; a brief summary of care provided, the detaine’s response to treatment, medical complications encountered, any outside health care referrals that may have interrupted the infirmary period or that be pending; and continuity of care plan.
Medical Personnel

Includes all qualified health care professionals as well as administrative and support staff (e.g. health record administrators, laboratory technicians, nursing and medical assistants, clerical workers).

Mental Health Provider

Psychiatrist, clinical or counseling psychologist, physician, psychiatric nurse, clinical social worker or any other mental health professional who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for the mental health needs of patients.

Messenger

A person (neither a legal representative nor a legal assistant) whose purpose is to deliver or convey documents, forms, etc., to and from the detainee; not afforded the visitation privileges of legal representatives and legal assistants.

Minor

A juvenile; a person under the age of 18.

Principal source of fire protection standards and codes.

NCCHC

National Commission on Correctional Health care.

Non-Contact Visit

Visitation with a barrier preventing physical contact between the detainee and his or her visitors.

Non-dedicated IGSA Facility (Non-dedicated IGSA)

An IGSA facility that houses ICE detainees as well as other inmate populations in a shared use facility. Also see “IGSA FACILITY” and “INTERGOVERNMENTAL SERVICE AGREEMENT.”

Non-Medical Emergency Escorted Trip

Authorized detainee visit to a critically ill member of his/her immediate family, or to attend the funeral of a member of his/her immediate family. “Immediate family” member refers to a parent (including stepparent and foster parent), child, spouse, sister, or brother of the detainee.

Non-merit Factor

Any characteristic or factor immaterial to a detainee’s mental or physical ability to perform a given assignment.

Non-security Key

A key which if duplicated by unauthorized persons and/or lost, would not constitute an emergency requiring urgent action; not critical to facility safety and security.

National Commission on Correctional Health Care (NCCHC)

Establishes the standards for health service in correctional facilities on which accreditation is based.

National Fire Protection Association

7.5 | Definitions

(Revised December 2016) (As Modified by February 2013)
Pat-down Search
Relies on the sensitivity of the officer’s hands as they tap or run over the detainee’s clothed body may require the detainee to reveal pocket contents. The least intrusive body search is a sliding or patting of the hands over the clothed body of a detainee by staff to determine whether the individual possesses contraband.

Physical Examination
A thorough evaluation of an individual’s physical condition and medical history conducted by or under the supervision of a licensed medical professional acting within the scope of his or her practice.

Plan of Action
Describes steps the facility will take to convert a condition that has caused a determination of noncompliance with a standard.

Post Orders
Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.

Progressive Restraints
Control the detainee in the least restrictive manner required, until and unless the detainee’s behavior warrants stronger and more secure means of inhibiting movement.

Protective Custody (PC)
Administrative segregation for the detainee’s own safety.

Qualified health care professionals
Include physicians, physicians assistants, nurses, nurse practitioners, dentists, mental health professionals and others who by virtue of their education, credentials and experience are permitted by law and within their scope of practice to evaluate and care for patients.

Reasonable Accommodations
Any change or adjustment in detention facility operations, any modification to detention facility policy, practice, or procedure, or any provision of an aid or service that permits a detainee with a disability to participate in the facility’s programs, services, activities, or requirements, or to enjoy the benefits and privileges of detention programs equal to those enjoyed by detainees without disabilities. Examples of “reasonable accommodations” include, but are not limited to, proper medication and medical treatment; accessible housing, toilet, and shower facilities; devices like bed transfer, accessible beds or shower chairs, hearing aids, or canes; and assistance with toileting and hygiene. In these standards, reasonable accommodations, disability-related modifications, and auxiliary aids and services are collectively referred to as “accommodations” or “reasonable accommodations.”

Reasonable Suspicion
Not intuition, but specific, articulable facts that would cause a reasonable law enforcement officer to suspect that a particular person is concealing a weapon, contraband, or evidence of a crime.

Religious Practices

7.5 | Definitions
Worship, observances, services, meetings, ceremonies, etc., associated with a particular faith; access to religious publications, religious symbolic items, religious counseling and religious study classes; and adherence to dietary rules and restrictions.

Sanitation
The creation and maintenance of hygienic conditions; in the context of food, involves handling, preparing, and storing items in a clean environment, eliminating sources of contamination.

Satellite Feeding
Food served and consumed in a location other than where prepared.

Security Key
A key which if duplicated by unauthorized persons and/or lost, would jeopardize life, safety, property or security, or would facilitate escape.

Segregation
Confinement in an individual cell isolated from the general population; for administrative, disciplinary, or protective reasons.

Service Processing Center (SPC)
A detention facility the primary operator and controlling party of which is ICE.

Shift Supervisor
A generic term for the detention security supervisor in charge of operations during a shift. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. Ordinarily, a shift supervisor (detention operations supervisor, lieutenant, etc.) is, organizationally, directly under the Chief of Security (chief detention enforcement agent, captain, etc.).

Soft Contraband
Any unauthorized item that does not constitute hard contraband, i.e., does not pose a serious threat to human safety or facility security; includes that quantity of an item possessed in an amount exceeding the established limit.

Special Correspondence or Legal Mail
Detainees’ written communications to or from any of the following:

a. private attorneys and other legal representatives;
b. government attorneys;
c. judges and courts;
d. embassies and consulates;
e. the president and vice president of the United States;
f. members of Congress;
g. the Department of Justice (including the DOJ Office of the Inspector General);
h. the Department of Homeland Security (including U.S. Immigration and Customs Enforcement, ICE Health Services Corps, the Office of Enforcement and Removal Operations, the DHS Office for Civil Rights and Civil Liberties, and the DHS Office of the Inspector General);
i. outside health care professionals;
j. administrators of grievance systems; and
k. representatives of the news media.

Special Management Unit (SMU)
A housing unit for detainees in administrative or disciplinary segregation.

Special Needs Detainee

A detainee whose mental and/or physical condition requires different accommodations or arrangements than a general population detainee who does not have special needs would receive. Special needs detainees include, but are not limited to, those detainees who are chronically ill or infirm, those with disabilities, and emotionally disturbed, developmentally disabled, mentally ill, physically handicapped, chronically ill, disabled, or infirm, and those who are addicted to or in withdrawal from the drug or alcohol-addicted.

Special Vulnerabilities

Detainees with special vulnerabilities include those who are elderly, pregnant, or nursing; those with serious physical or mental illness, or other disability; those who would be susceptible to harm in general population due in part to their sexual orientation or gender identity; and those who have been victims of sexual assault, torture, trafficking, or abuse.

Strip Search

A visual inspection of all body surfaces and body cavities search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person’s breasts, buttocks, or genitalia.

Terminally Ill Detainee

A detainee whose physical condition has deteriorated to the point where the prognosis is less than a year to live.

TJC

The Joint Commission [formerly the Joint Commission on Accreditation of Health care Organizations (JCAHO)]

An independent, not-for-profit organization that evaluates and accredits more than 15,000 health care organizations and programs in the United States. TJC is the Nation’s predominant standards-setting and accrediting body in health care.

Toxic

Poisonous; capable of causing injury or death.

Trained Investigators

A person who has been trained in investigative techniques to include interview techniques for victims and proper procedures for collecting and storing evidence.

Training

An organized, planned and evaluated activity designed to achieve specific learning objectives and enhance personnel performance. Training may occur on site, at an academy or training center, an institution of higher learning, professional meetings, or through contract service or closely supervised on-the-job training. Training programs usually include requirements for completion, attendance records and certification of completion. Meetings of professional associations are considered training where there is clear evidence of the direct bearing on job performance. In all cases, the activity must be part of an overall training program.

Training Coordinator

A person responsible for ensuring all training requirements are met and documented. This person will often develop and conduct training.

Transgender

Transgender people are those whose gender identity or expression is different from their assigned sex at birth. A person whose gender identity (i.e., internal
sense of feeling male or female) is different from the person’s assigned sex at birth.

Unencumbered Space
Open, usable space measuring at least seven feet in at least one dimension, free of plumbing fixtures, desk, locker, bed and other furniture and fixtures (measured in operational position).

Unauthorized Funds
Negotiable instruments (checks, money orders, etc.) or cash in a detainee’s possession exceeding the facility-established limit.

Unauthorized Property
Not inherently illegal, but against the facility’s written rules.

Unit Disciplinary Committee
See Disciplinary Committee.

Volunteer
An individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency or facility.

Volunteer Group
Individuals who collectively donate time and effort to enhance the activities and programs offered to detainees; selected on basis of personal qualities and skills (recreation, counseling, education, religion, etc.).

Work Assignment
Carpentry, plumbing, food service and other operational activities included in the facility’s Voluntary Work Program, for which a detainee may volunteer.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: P00039
2. AMENDMENT/MODIFICATION NO: See Block 16C
3. EFFECTIVE DATE: ICE/DCR
4. REQUISITION/PURCHASE REQ. NO: ICE/DCR
5. PROJECT NO. (If applicable): ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite
WASHINGTON DC 20536

7. ADMINISTERED BY (If other than item 6): ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9A. AMENDMENT OF SOLICITATION NO:
9B. DATED (SEE ITEM 11):
10A. MODIFICATION OF CONTRACT/ORDER NO: ODT-5-C-0010/
X 10B. DATED (SEE ITEM 13): 03/03/2010

□ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers □ extended. □ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
See Schedule

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
X Mutual Agreement of the Parties

E. IMPORTANT: Contractor □ is not. X is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151

CONTRACT ADMINISTRATION POC:
--CO: [redacted], 973-776-
--CO: [redacted], 202-732-

The purpose of this modification is to incorporate the Collective Bargaining Agreement between CoreCivic and United Government Security Officers of America (UGSOA)-International Union along with UGSOA Local 315, effective March 24, 2017.

All other terms and conditions remain unchanged and in full force and effect.

Continued ...
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<th>SUPPLIES/SERVICES (B)</th>
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State: New Jersey
Area: Union

Employed on U.S. Immigration and Customs Enforcement (ICE) contract for Detention Services for U.S. Immigration and Customs Enforcement (ICE) at Elizabeth, NJ.


In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
Collective Bargaining Agreement

Between

CoreCivic, Inc

And

United Government Security Officers of America, International Union

And

United Government Security Officers of America

Local 315

Elizabeth Detention Center

Elizabeth, NJ

March 24, 2017 – August 31, 2020

Contract revision effective March 24, 2017

are shown in bold face type.
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PARTIES TO THE AGREEMENT

This Agreement is made and entered into this 24th day of March, 2017 by and between CoreCivic, Inc. (hereinafter referred to as the "Company" or the "Employer") and United Government Security Officers of America, International Union (UGSOA, IU), and UGSOA Local 315 (hereinafter referred to as the "Union") with respect only to the recognized bargaining unit at the Employer’s Elizabeth Detention Center, 625 Evans Street, Elizabeth, New Jersey. Employees covered under this Agreement are currently covered by the McNamara O’Hara Service Contract Act of 1965.

ARTICLE 1. RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent with respect to rates of pay, wages, hours of employment, or other mandatory conditions of employment for all full-time and regular part-time unarmed and armed detention officers employed by and performing "guard" duties (as defined in the Act) at the Elizabeth Detention Center, Elizabeth, New Jersey as certified by the National Labor Relations Board case in Case No. 22-RC 072002 and 22-RC-072290 ("employees" or "bargaining unit employees").

ARTICLE 2. UNION SECURITY & DUES CHECK-OFF

Union Security

Section 1. All employees hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

Section 2. An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within thirty (30) days following the effective date of this Agreement or within thirty (30) days following employment, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of this Agreement.
Section 3. Employees meet the requirement of being members in good standing of the Union, within the meaning of Sections 1 and 2 of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

Section 4. In the event the Union requests the discharge of a bargaining unit employee for the failure to comply with the Union Security provisions of this Article, it shall serve written notice on the Employer requesting such termination and providing support for the alleged failure to comply. If the employee is confirmed to be in non-compliance, the employee will be given thirty (30) days from such notice to cure the deficiency. If the employee fails to so cure, the Union will give the Employer written notice requesting the employee be discharged effective no sooner than ten (10) days (excluding Saturday, Sunday, and recognized Holidays) from the date of that second notice.

Dues Check-Off

Section 5. The Employer agrees to deduct uniform union dues, or proportionate share payments, and initiation fees from wages of any bargaining unit employee who voluntarily authorizes the Company to do so on a properly executed UGSOA Authorization for Check-Off or Service Fee Deduction card. The Company will make such deductions from the employee’s first and second paycheck in the preceding month, assuming the employee has sufficient net earnings to cover the Union dues or payments. The Company will not be required to make such deductions more than in the first two pay checks in any given month.

Section 6. The Union, in written notice to the Company, shall identify the authorized representative who is to receive the dues, the address where the dues should be remitted, and the person with authority to change dues amounts. The Company will pay to the designated Union official or agent the wages withheld for such dues and/or initiation fees. Funds deducted, along with a summary sheet, including the names, addresses, social security number, local union number of the bargaining unit officers and the amount of dues deducted from each bargaining unit employee, shall be remitted to the designated UGSOA representative. The Union will promptly furnish to the Company a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to
promptly notify the Company in writing of any changes to these amounts. Executed dues check-off cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made. No reports other than those set out in this Section will be required of the Company as a result of the dues check-off service.

Section 7. Notwithstanding any language to the contrary on any dues check-off authorization, employees may revoke their dues check-off authorization at any time by written notice to the Union and/or the Company. Further, resignation of Union membership shall automatically revoke any prior check-off authorization.

Section 8. The Union shall indemnify and hold the Company harmless from any loss against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for purpose of complying with any provision of this Article. In addition, the Union agrees to return to the Employer any erroneous or improper payments or overpayments made to the Union under this Article.

Section 9. At the time dues are remitted under this Article, the Employer will advise the designated UGSOA Representative, in writing, of any change of status of any bargaining unit employee that precludes the employee from having sufficient net earnings to cover the required dues or payments or which resulted in the employee no longer being a member of the bargaining unit, i.e., medical leave, military leave, promotion out of the bargaining unit, etc.

ARTICLE 3. OFF DUTY UNION REPRESENTATIVES

Section 1. An authorized representative of the Union, defined to include off duty members of the duly elected Executive Board Members, identified under Article 4, as well as an outside International Representative, shall have access to the Company's facility for the purpose of accessing Union files, investigating and/or presenting grievances filed and pending under the terms of this Agreement. Prior to, and as a condition of any such access, any union representative desiring to visit the Company's facility under the terms of this Article must satisfy any entry requirements under the Company's policies and procedures, federal or state laws, or as may be required by any contracting agency or customer of the Company. While on the Company's property, any Union Representative must follow Company's rules and regulations. The Union representative shall notify the Warden, an
Assistant Warden, or ranking ADO staff on shift in advance of the desire to access the facility. Any such representative shall not interfere with or interrupt, in any way, the operation of the Company's business or the work of the employees. Upon arrival at the facility, the visiting Union Representative must notify the Warden, an Assistant Warden or ranking ADO staff on shift.

Section 2. The Union will give written notice to the Warden of the Local Union President, his or her designee, and any International Representative to which this Article will apply. The Company is not obligated to extend the privileges of the Article to anyone other than individuals so identified.

ARTICLE 4. STEWARDS

Section 1. In addition to the recognition of duly elected Executive Board Members as stewards, the Employer agrees to recognize one (1) additional steward and one (1) additional alternate for each shift, duly appointed by the Union. The Union will give written notice to the Warden of the designated steward. Until such notice is given, the Company is not obligated to recognize any individual as a steward.

Section 2. Under the terms and conditions set out in this Agreement, the stewards will be permitted to engage in the following labor management business:

A. Assist employees in the investigation, preparation, and presentation of grievances or appeals;
B. Arrange for witnesses and to obtain other information or assistance relative to a grievance or arbitration; and
C. Consult with Company official(s) regarding the application and interpretation of the Agreement.

Section 3. The steward's performance of their union duties shall not interfere with the performance of their assigned duties as an employee of the Company. Likewise, the stewards' performance of their duties shall not interfere with or interrupt, in any way, the operation of the Company's business, the work of other employees, or cause any lost time by employees. A steward must provide advance notice to and receive permission from the ranking shift manager before leaving their assigned duties in order to conduct Union business. Any Union business that can wait until after the steward has completed their
assigned shift must wait. Otherwise, the ability to permit the steward to leave their assigned duties will depend upon business considerations and be in the discretion of the ranking shift manager. Whenever it is possible, any work relating to the Steward's duties set out herein, shall be done during non-work time and will be work for which the Steward shall not be paid. However, in terms of the processing and filing of grievances under this Agreement, should there be an extraordinary set of circumstances, such as the immediate nature of the grievance or the limited availability of the grievant, which precludes the processing or filing of the grievance during non-work time; the Steward, at the Company's discretion, may be released from their post during work time, without loss of pay, to process and file the grievance. Likewise, should the Company request the Steward to attend a grievance meeting, disciplinary meeting, or meet with the Company for any other reason and such meeting is held at a time the Steward would otherwise be at work and on post, the Steward's attendance will be without lost time or pay.

Section 4. Should the Company be unable to provide the bargaining unit employee a Union representative upon request, the Company shall inform the employee that the employee need not continue the interview until a Union representative is present.

Section 5. Employees elected or appointed to attend a Union convention, conference or training shall be granted an unpaid leave of absence not to exceed five (5) days annually. The Union will notify the Employer not less than three (3) weeks prior to such leave. Such leave shall be limited to not more than three (3) employees at one given time.

Section 6. An unpaid leave of absence shall be granted for up to four (4) employees to serve on the Union’s negotiating committee and attend pre-negotiation meetings for up to two (2) days. The Union will provide the names of these employees in writing thirty (30) days in advance of the start of negotiations and/or any pre-negotiation meetings when possible.

**ARTICLE 5. MANAGEMENT RIGHTS**

Section 1. Except as otherwise specifically limited by the express written terms of this Agreement, the Company, through its managers and supervisors, may take any action the management team deems necessary for the safe and secure operation of the facility which is not otherwise in violation of the express written terms of this Agreement. Indeed, except
as specifically limited by the express written provisions of this Agreement, the Company, solely and exclusively, maintains all rights to manage its business, whether exercised or not, in such a manner as the Company shall determine to be in its best interest. The rights reserved to and retained by the Company under this Agreement include, but are not limited to the following:

A. The right to select staff, train, hire, promote, demote, transfer, assign, direct and control employees; to increase or decrease the workforce;

B. The right to commence, expand, curtail, discontinue, terminate, merge, consolidate, sell, lease, move, or otherwise transfer its business or any operation, functions, or duties, or any part thereof, whether such action is planned or taken on a temporary, intermittent, or permanent basis, now or hereinafter carried out at the premises or employees covered by this Agreement;

C. The right to maintain order and efficiency; to discipline, suspend, discharge or relieve employees of duties for just cause;

D. The right to determine, introduce new, and eliminate or change methods, procedures, equipment, or processes; to determine the scope, location, and extent of operations, the services provided and the number of hours per day or per week that operations shall be carried on or work by the bargaining unit employees will be performed;

E. The right to determine the work to be performed by the bargaining unit as well as the job content, the qualifications, skills, and abilities needed; the right to establish, change, combine, and eliminate jobs, positions, or job classifications;

F. Consistent with or as required by Company policies, procedures, post orders, or job descriptions or under the provisions or requirements of any federal, state, or local government or agency with whom the facility or the Employer has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning such custody, the Company retains the right to:

1. evaluate the qualifications, skills, and abilities of the bargaining unit employees,
2. establish quality and work standards and to evaluate the performance of the bargaining unit employees and take action consistent, in whole or in part, in consideration of such standards, and
3. test (directly or through a designated agent) bargaining unit employees for proficiency, re-certification, and psychological profile.

G. The right to determine shifts and work schedules, and daily hours; to determine the number of employees needed at any time and in any capacity on any shift and to assign employees to such shifts or schedules; and

H. The right to subcontract out work otherwise performed by or assigned to bargaining unit employees where the Company determines such action to be necessary for the efficient, effective, safe, and secure operation of the facility, or to meet contractual obligations, or provide training and instruction, or to provide temporary relief or coverage where done in manner so as not to erode the bargaining unit for a period not to exceed thirty (30) days without the written notice to the Union.

The above enumeration of rights is by way of example and is not a limitation on the Company's right to manage the business. The intent of the parties is to give the following enumeration of management rights in this Section, Article, and Agreement, as well as the reservation of management's rights therein, the broadest possible interpretation, without any implied or assumed limitation. Absent an express written limitation herein upon that right to manage, the parties intend there to be no limitation upon the Company's rights.

Section 2. The Company retains the right to establish and enforce written work rules and policies, not otherwise set out in this Agreement or in existence at the time of this Agreement, designed to maintain safety and order or otherwise related to the performance of the bargaining unit employee's job and operation of the facility. Any such written rule or policy may not conflict with the express written terms of this Agreement. Work rules and polices set out in this Agreement or in existence at the time of the Agreement are presumed reasonable, in contract conformity, and just cause for disciplinary action. The Union, under the grievance and arbitration procedures of this Agreement, retains the right to grieve the reasonableness or contract conformity of any such newly established written work rule or policy within fourteen (14) calendar days of it being furnished in writing to the Union through its stewards or representatives. Should the Union not grieve any such written rule
or policy, it shall be deemed reasonable and in conformity and just cause for disciplinary action under this Agreement.

ARTICLE 6. NO DISCRIMINATION

Section 1. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law including, but not limited to, the Americans with Disabilities Act, as the Company deems necessary and appropriate even if such accommodation is contrary to the terms of this Agreement. Where such accommodation is contrary to the terms of this Agreement, the Company will give the Union notice of the accommodation and the need to do so under the ADA. This Agreement does not alter, or in any way expand or increase, the Company's obligation to make reasonable accommodations as required by state and/or federal law including, but not limited to, the Americans with Disabilities Act.

Any reasonable accommodation made by the Company under the directives of the applicable federal of state law with respect to job duties or any other term or condition of employment shall not, in any way, become applicable to any other individual, class, or group of employees but shall apply only to the person or persons accommodated in the particular situation. The fact that such person(s) was accommodated, the manner, and the method or such accommodation shall be without precedent and, therefore, may not be used or relied upon by any person for that purpose at any time in the future.

Section 2. The use of the masculine pronoun herein is understood to refer to and include both the masculine and the feminine gender.

Section 3. The Company and the Union agree to a joint and shared obligation and duty to cooperate to ensure that the provisions of this Agreement be applied to all employees within the bargaining unit in a manner consistent with the applicable federal and state employment discrimination laws.

ARTICLE 7. USE OF FACILITIES AND SERVICES

Section 1. The Union will not hold and/or conduct any elections and/or meetings of any kind whatsoever on Company time and/or property other than those specifically and expressly set out in this Agreement.
Section 2. The Company shall provide a space for the Union to use as storage of Union files and to complete necessary paperwork. The Company will issue a room key, if needed, to the local Union president who will abide by all key custody rules, procedures, or request of the Company. The local Union president will be required to surrender the key at any time at the request of the Warden, or ADO designee, with notice to the Union international representative. The Company will maintain a copy of such issued room key at all times and will not be restricted with regard to gaining access. The Union may maintain locked file storage but, upon request of the Warden or ADO designee, with a Union official present, may be required to open any file storage for search of contraband by the Company. The Union's use of any room is subject to all other safety and security rules, regulations, policies, and procedures that exist at the time of the Agreement or that maybe implemented or required of the Union during the term of this Agreement.

Section 3. The Employer shall provide a locked bulletin board exclusively for the use of the Union for notices limited to:

A. Notices of Union recreational and social affairs;
B. Notices of Union elections;
C. Notices of Union appointments and results of Union elections;
D. Notices of Union meetings;
E. Updates of negotiations; and
F. Grievance and arbitration decisions.

Section 4. All postings for the Union bulletin board must be on Union letterhead or that of the Local Union or signed by a Union Official. There shall be no other distribution, handbilling, or posting by employees or the Union of any other materials including, but not limited to, notices, pamphlets, advertising, political materials on Company property or in any location other than the bulletin board.

Section 5. The Union will not post any defamatory or objectionable materials on the bulletin board.

Section 6. The Company's manpower or supplies shall not be utilized in support of or for union business other than those specifically and expressly set out in this Agreement.
ARTICLE 8. WORK OF EMPLOYEES

Section 1. No work, posts, assignment, or specific job performed or operation or use of any equipment or machinery, tools, or specific job performed by bargaining unit employees at the time, of this Agreement or given to such employees during the term shall be considered the exclusive right or jurisdiction of the bargaining unit employees.

Section 2. Regardless of any primary post assignment, daily post assignment, or specific duty request, every bargaining unit employee is subject to being assigned on a temporary or permanent basis to any security related post, duty, or task in the discretion of the Employer where the Company determines such assignment furthers the efficient, effective, safe, or secure operation of the facility or, in the Company's opinion, meets other similarly related business justifications or operational needs, including, but not limited to, addressing staffing shortages or avoiding/minimizing overtime/premium pay exposure. Employees assigned to a higher pay classification of work for 4 consecutive hours or more, will receive the rate of pay for the higher classification for that shift, Employees assigned to a lower pay classification of work for the duration of any full shift, will maintain their current higher hourly rate of pay for the classification to which the employee is normally assigned.

Section 3. Supervisors, and other non-bargaining unit employees, may be assigned work traditionally performed by bargaining unit employees where the Company determines such assignments further the efficient, effective, safe, or secure operation of the facility or, in the Company's opinion, meets other similarly related business justification or operational needs including, but not limited to, addressing staffing shortages or avoiding/minimizing overtime/premium pay exposure.

Section 4. Bargaining Unit employees will not be assigned to ride with a detainee without a secured partition allowing for the physical separation of detainees from officers.

Section 5. Armed transport duties may be assigned. Those wishing to perform such duties must meet the minimum qualifications established, pass all required training, and obtain and maintain all needed licenses/permits. The most senior qualified officers, with due consideration being given to respective qualifications, work record, disciplinary history, and experience, expressing an interest in being qualified to work in open armed transport officer post, will be given the opportunity to fill such post. The Company will
pay all costs associated with training and licenses/permits needed to be qualified to perform the armed transport duties.

Section 6. Bus driver duties may be assigned. Those wishing to perform such duties must meet the minimum qualifications established, pass all required training, and obtain and maintain all needed licenses/permits. The Company will pay all costs associated with training and licenses/permits needed to be qualified to perform the bus driver duties.

Section 7. All employees shall be covered under the Employer’s Employee Indemnification Policy, as may be amended from time to time.

Section 8. If detention officers are needed to perform non-detention officer duties (e.g. mail clerk, records clerk, admin personnel secretary) for five (5) or more days, detention officers will be notified via a posting on the bulletin board of the work and allowed to bid on it. The most qualified officer, in the sole judgment of the Company, shall be selected and posted upon selection. Should the Company be made aware of the opening with less than seventy-two (72) hours’ notice, this provision shall not apply.

ARTICLE 9. EXAMINATIONS

Section 1. The Company may require, as a condition of employment or continued employment, any employee or potential employee to submit to a physical examination, eye, or hearing examination, at any time, by a doctor of the Company's choosing, at the Company's expense. Where such request are made of bargaining unit employees then employed by the Company, the employee will be compensated at the appropriate rates of pay for all time spent in travel and attendance for required examinations. The Company may, in whole or in part, rely upon the results of any such examination in evaluating the ability of the employee or potential employee to perform efficiently, effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Company.

Section 2. The bargaining unit employees will be covered by and subject to the drug and alcohol use, testing, and disciplinary procedures now in place for the Elizabeth Detention Center or as may be put in place during the term of this Agreement.
ARTICLE 10. NOTICE

Section 1. Whenever notice is to be given under the terms of this Agreement to either party hereto, it should in all cases, except where some other method is specifically prescribed herein, be sent via a method capable of recording or tracking delivery (i.e. email, hand delivery, certified mail return receipt requested, etc.).

Section 2. When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day that it is postmarked, time stamped, or, if hand delivered, the date signed for by the employee.

Section 3. Except where some other person is expressly designated in this Agreement, where notice is to be given to the Company it should be addressed and delivered to the Warden. Unless otherwise directed under the terms of this Agreement, where the Company is directed to give notice to the Union, such may be given to any Union official so designated under Article 3 of this Agreement.

Section 4. Each employee covered by this Agreement shall be responsible at all times for having his correct address and telephone number on file with the Company. When the Company is required to give an employee layoff or recall under the provision of this Agreement, notice must be given in writing via mail. Such notice is deemed to have been sufficient for all purposes of this Agreement if mailed to the employee address on file with the Company. Information pertaining to bargaining unit employees may be posted at the facility on a Company bulletin board. In such cases, notice is deemed to have been given as of the date of posting. All bargaining unit employees have an obligation to review and will be held accountable for any information posted on the Company bulletin board for information.

Section 5. Unless otherwise specified in terms of manner and time, when an employee is required to give notice to the Company under any provision in this Agreement, said notice shall be deemed to have been properly given when the employee informs his Warden via first class mail or delivers it in writing and in person to the Warden. If mailed, the notice shall be deemed to have been given on the date that it was postmarked.
Section 6. Upon request, the Company shall provide the Union satisfactory evidence of the start date for any investigation of a bargaining unit member when a question arises concerning the investigations timelines, as referenced in Article 14 Section 3.

ARTICLE 11. PROBATIONARY PERIOD

Section 1. Newly hired employees shall be probationary for a period of One Hundred Twenty (120) calendar days following the successful completion of their mandatory pre-service training. Existing Company employees transferring into the bargaining unit shall be probationary for a period of One Hundred Twenty (120) calendar days. After successful completion of the probationary period, the employee shall be considered a "regular" employee for all purposes under this Agreement and shall have bargaining unit seniority retroactive to the date of transfer into the unit (for existing Company employees) or, for newly hire employees, the date of successful completion of their mandatory pre-service training.

Section 2. With notice to the Union, the Company may extend an employee's probationary period for additional days not to exceed a period equivalent to any work time missed.

Section 3. Employees shall have no rights under the Arbitration Procedure provisions of this Agreement until they have successfully completed their probationary period.

ARTICLE 12. SENIORITY

Section 1. Seniority is defined as an employee's total length of continuous employment within the job classification covered by this Agreement from when the bargaining unit employee satisfactorily completes their trial period following their most recent date of hire in the job classification. Seniority for employees hired on the same date shall be determined by the last four digits of the employee’s social security number with the lowest number being the highest senior. For benefit purposes, the Company has the right, but is not required, to recognize dates of uninterrupted service for existing Company employees that transfer into the bargaining unit even if the employee is otherwise consider "probationary" as a transfer into the unit; doing so in anyone case shall not set precedent for any future case.
Section 2. Seniority shall terminate and the employee will be terminated from employment if:

A. The employee is terminated for just cause;
B. The employee voluntarily quits, resigns his employment or retires;
C. An employee is laid off or off work for any other reason for a continuous period of twelve (12) consecutive months;
D. An employee is laid off, receives notice of recall, and fails to return to work on the date specified by the Employer;
E. An employee is absent for three (3) consecutive work days without notifying or advising the Employer in advance of the start of shift the third day;
F. An employee overstays a leave of absence without advance notification to and approval from the Company (the Company, in giving such approval may require the employee to submit proof of the situation preventing the employee to timely report);
G. An employee gives a false reason for any leave of absence; or
H. If the employee provides information on their application for employment or any other pre-employment forms which the employee knew, or should have known, was false or a misrepresentation or failed to fully and completely provide information requested, regardless of when such is discovered.

ARTICLE 13. LAYOFFS/RECALLS

Section 1. In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

Section 2. In selecting non-probationary employees for layoff, the Company will consider seniority along with skill, ability, and qualifications to perform the available work. Thereafter, where, in the opinion of the Employer, these factors are equal, seniority shall govern and be the determining factor with employees being selected for lay off in reverse order of seniority.

Section 3. In selecting non-probationary employees for recall when a vacancy arises, the Company will consider seniority along with skill, ability, and qualifications to perform the available work. Thereafter, where, in the opinion of the Employer, these factors are equal,
seniority shall govern with employees begin selected for recall in seniority order. An employee's recall may be conditioned upon satisfying any screening or other fitness-for-duty qualifications that may be imposed or otherwise required under Company policy, federal or state law or under the terms and conditions of any contract the Company may have with any federal, state, or local government or agency at the time of recall concerning the custody of detainees or inmates.

Section 4. Laid off employees shall be required to take the recall when offered. Failure to take such offered work shall result in termination.

Section 5. Non-probationary employees laid off retain recall rights for a 12 consecutive month period commencing from the date of the layoff.

ARTICLE 14. DISCIPLINE AND DISCHARGE

Section 1. Employees shall be subject to discipline for just cause including, but not limited to, violations set out in the Work Rule Appendix to this Agreement.

Section 2. The Company generally recognizes the concepts of progressive discipline (which may include, but not be limited to, written warnings, suspensions from work or written suspensions while at work, demotion, retraining, or termination, etc.). In determining the appropriate penalty for any disciplinary infraction, the Company will consider factors such as, but not limited to, the work history and prior disciplinary record of the employee, the nature of the offense, consistency of discipline, impact upon contractual obligations with the government partner, as well as the possible and actual consequences of the offense. Using the foregoing guidelines, the appropriate penalty shall be at the discretion of the Employer. Verbal and written warnings shall not be used for progressive levels of consideration, once an employee has been action free for a period of six (6) months. All others shall not be used for progressive levels of consideration, once an employee has been action free for a period of eighteen (18) months.

Section 3. A copy of each discipline shall be provided to the Union upon issuance. Should the Company's investigation exceed thirty (30) calendar days, the Company will give the Union notice of such, the reason for the continued investigation, and the anticipated date the investigation is to be completed. The extension of the investigation period beyond
the initial thirty (30) days shall only be for good cause. However, in no circumstance, shall the investigation be extended beyond an additional thirty (30) calendar days.

Section 4.

A. **The PSN Notice**: Should the Company’s initial investigation result in the issuance of a disciplinary Problem Solving Notice (PSN) that PSN will contain, at a minimum, the following information: (1) the alleged infraction and the date on which the alleged infraction occurred; and (2) the proposed penalty. All PSN’s are not considered final until reviewed and issued by the Warden or his executive staff. Where the PSN carries a proposed penalty that would result in loss of pay or loss of job, when issued, the PSN will also set a meeting date with the Warden or designee (which will be no sooner than 3 business days after the issuance of the PSN).

B. **PSN Disciplinary Meeting**: Where the proposed disciplinary penalty would result in loss of pay or loss of job, the Warden or his designee will hold a disciplinary meeting at which time the employee and/or the Union representative will be allowed to present written statements or witnesses and other evidence that may show the employee did not engage in the misconduct or that the proposed penalty is not reasonable. The failure of the employee or the Union representative to attend the disciplinary meeting will be considered a waiver of the meeting (unless such failure is caused by the Company's failure to release the employee and/or Union representative from duties or post); once set and notified, the meeting may only be changed by written notice form and at the discretion of the Warden or his designee. The Warden or his designee will issue the final PSN within ten (10) calendar days of the PSN disciplinary meeting or the employee’s first day at work following completion of the PSN meeting, whichever is later, unless the parties agree to an extension to allow further investigation of points made during the PSN meeting.

C. **PSN’s that would not result in loss of pay or loss of job will be issued, in accordance with 4A above, within ten (10) calendar days of the Company completing the investigation of the events and circumstances giving rise to the disciplinary action or the employee’s first day at work following completing such investigation, whichever is greater. Nothing shall preclude the Warden or his designee from holding a**
meeting to discuss proposed written warnings, or other discipline that will not result in loss of pay or loss of job.

D. An employee may be removed from the facility during the investigation where the Company determines the removal is necessary to ensure the safety and security of the individual(s), inmates, community, or the facility operations require, or where directed to do so by the Company’s governmental partner or an outside investigative agency.

1. If the employee is removed from the facility during the course of the Company’s investigation into a possible disciplinary matter, the employee will be placed on paid administrative leave pending the conclusion of the Company’s investigation.

2. If the employee is removed from the facility during the course of an investigation by an outside third party into a possible misconduct, the Company has the discretion of making such administrative leave, in whole or in part, paid or unpaid pending the conclusion of the investigation. If the employee is placed upon unpaid administrative leave and no disciplinary action is taken or is issued for a period less than the period of time for which the employee is off, the employee will be paid for any wages loss.

Section 5. While the parties hereto agree the offenses set out in the Work Rule Appendix are a reasonable basis for discipline up to and including discharge, the Union reserves the right to challenge through the grievance and arbitration provisions of this Agreement the question as to whether or not the accused employee did, in fact, commit the above listed offense as well as the appropriateness of any penalty issued under Section 2 of this Article.

Section 6. During regular business office hours, and under procedures and guidelines established or set by the Company, a bargaining unit employee may review their personnel file, in the presence of the Warden or designee.

Section 7. Subject to the restrictions and limitations found therein as to timeliness, jurisdiction, and arbitrability, the grievance and arbitration provisions of Article 15 of this Agreement shall be the sole method of resolving any contractual dispute regarding any discipline.
Section 8. Tardiness: Employees are required to report and be ready for work at their required times. It shall constitute an offense for an employee to be late reporting to work without prior authorization. Tardy shall be defined as being five (5) minutes late for your scheduled shift start time.

Should an employee be tardy three (3) times or more, within the same pay period, a written warning shall be issued. Progressive discipline shall apply to subsequent violations within a six (6) month period from the last violation.

ARTICLE 15. GRIEVANCE AND ARBITRATION

Section 1. The provisions of this Article shall be the exclusive method to be followed by the Union and the bargaining unit employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of the express written terms of this Agreement. The Employer cannot file grievances. Except where the circumstance giving rise to the dispute occurred during the term of the Agreement, or as may otherwise be required by applicable Board rule, or where by written agreement between the parties extending the application of this Article, will not otherwise survive the term of this Agreement.

Section 2. In order to be processed, all grievances must be presented under Section 3 within fourteen (14) days of the event giving rise to the grievance. It is the intention of the parties that the time limitations, and all other requirements of the grievance procedure set out in this Article, be rigidly followed. Any grievance not submitted to the Employer in writing within fourteen (14) days after it occurs shall be deemed abandoned and waived. An untimely grievance shall not processed nor be considered by any arbitrator. Any grievance not processed or appealed by the Union within the time limits set forth at any step of the grievance procedure, shall be considered settled on the basis of the Employer's last preceding answer. In the event that the Employer fails to answer within the time limits set forth in any step of the process set out herein, the Union may proceed to the next step of the appeal. All time limits herein are calendar days and may be extended only by mutual written agreement between the Company and the Union.

Section 3. Processing of Grievances.
**Step 1.** The grievance shall be reduced to writing by the Union or the employee on the UGSOA Grievance forms, signed and dated by the affected employee, and filed with facility's Human Resource Manager, or designee within the time limits set out in Section 2 of this Article. The written grievance shall specify the contractual provisions allegedly violated and the relief requested. The Company will respond to the grievance within **fourteen (14)** days of receipt. If the matter is not resolved by the Company's response, the Union may, within **fourteen (14)** days of the Company response, give written notice to the facility's Human Resource Manager of the desire to refer the grievance to Step 2.

**Step 2.** If a grievance is referred to Step 2, the Warden, or designee, will investigate the grievance and, if deemed necessary as a part of the investigation, meet with the grievant, appropriate Union Steward and/or Business Agent and any relevant witnesses. The Union Steward and/or Business Agent also may request a meeting with the Warden or designee where the union feels such meeting will assist in the investigation or processing of the grievance.

Following the investigation, the Warden, or designee, will issue a written response to the grievance no later than **fourteen (14)** days of the receipt of the grievance at step 2 or the requested step 2 meeting with the Union, whichever is later, with copies going to the employee grievant as well as the appropriate Union Steward and/or Business Agent.

**Section 4.** If not satisfactory settlement is reached under Step 2, within **fourteen (14)** calendar days of the Company's Step 2 response being issued, the parties may jointly and mutually agree to engage in non-binding mediation. The mediator will be one of the commissioners from the New Jersey office of the Federal Mediation and Conciliation Service and conducted under standard FMCS rules and guidelines for such procedures provided that there be no record of the proceedings, no witness testimony offered, but rather a presentation form both sides of the dispute and what the respective sides contend the evidence would show should the matter proceed to arbitration.

**Section 5.** Should the dispute remain unresolved following mediations or should the parties elected not to proceed to mediation, the Union may submit the grievance to arbitration. Notice of the Union's desire to submit the grievance to arbitration must be made in writing to the Warden within **fourteen (14)** calendar days from the mediation or
the Company's Step 2 response to the grievance being issued. Failure to timely move the matter to arbitration shall render the grievance abandoned and waived.

Section 6. Where a grievance is submitted to arbitration, the Union shall request a list from the Federal Mediation & Conciliation Service of seven (7) arbitrators drawn from New Jersey and the immediate surrounding states. The parties shall select from the panel one (1) arbitrator by alternately deleting names from the list until a last name remains. The Union, as the moving party, shall make the first strike from the provided panel. Each party retains the respective right to reject one entire panel in each case.

Section 7. The arbitrator selected in accordance with the Section 5 procedure shall decide the dispute. The arbitrator's decision shall be final and binding on the Employer, the Union, and the bargaining unit employee(s) provided the decision is reached based upon and in accordance with the express written terms of the Agreement and rendered in accordance with federal, state law, or any controlling governmental contract applicable to the facility.

Section 8. In considering any grievance, the arbitrator's jurisdictional and decisional authority shall be governed by the following:

A. The arbitrator only may decide if the Employer violated the express written terms of this Agreement. The arbitrator shall not be empowered, and shall have no jurisdiction, to base an award on any alleged custom, practice not expressly set out in this Agreement or supplemental written side Agreement between and executed by the parties. Notwithstanding the foregoing, the Arbitrator may consider factors such as the parties past practices, bargaining history, or other recognized and established principles of contract interpretation in situations where the arbitrator finds the expressed written terms of the Agreement are ambiguous. The reliance upon any such factors is to be narrowly applied and may not result in a reading of the Agreement that conflicts with any other expressed term of the Agreement or limits or otherwise renders any other portion of the Agreement void.

B. The arbitrator's decision or award shall be based exclusively on evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other and the arguments presented in the written briefs of the parties. Nothing herein precludes either party from introducing any material and credible evidence the Arbitrator finds relevant to any underlying issue of fact. Likewise, neither party is
limited from presenting any legal argument in pre- or post-hearing arguments, motions, or briefs or during the hearing itself which the party feels advances their case, such arguments may be considered and weighed by the Arbitrator within the jurisdictional parameters agreed to by the parties as set out herein.

C. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement in any way or to rule on any matter not related to the Agreement, or on any dispute arising at any time other than while this Agreement is in full force and effect between the parties.

D. The arbitrator shall have no power to establish or change wage rates or wage scales on new or changed jobs or any existing job or to change any wage rate.

E. The arbitrator shall have no power to substitute their discretion in cases where the Employer has retained discretion or has been given discretion by this Agreement.

Section 9. In any monetary remedy ordered by the arbitrator, all awards of back wages shall be limited to the amount of straight time wages the employee would otherwise have earned less any unemployment compensation or any other compensation the employee may have received or is due from any source during the period. If the employee was out of the labor market for any reason, or failed to make diligent efforts to apply or look for work during the period the employee was off work, no back pay shall be awarded for that period. Where a back pay remedy is sought, it is the Grievants’ burden to prove efforts to apply for and look for work.

Section 10. The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this Agreement or more than fourteen (14) calendar days prior to the presentation of the grievance. In arbitrations which involve discipline for conduct expressly prohibited by this Agreement, the arbitrator's scope of review shall be limited solely to a determination of whether or not the employee actually committed the act or acts for which they were disciplined and the Employer's decision of the kind and degree of discipline is consistent with decisional criteria set out in this Agreement.

Section 11. The arbitrator shall not be empowered to hear, or have under consideration, more than one (1) grievance at any one time unless the parties have otherwise agreed in writing prior to the proceeding.
**Section 12.** In any grievance meeting or any arbitration held under the terms of this Agreement, neither any employee representative or witness(es) called by, or on behalf of, the Union or grievant, nor the aggrieved employee shall be paid by the Company for time spent attending the meeting or arbitration proceedings. Each party shall bear the expense of preparing its case and shall make arrangements for, and cover the expenses of, witnesses called by them. The fees and expenses of the arbitrator, the arbitrator's expenses incidental to the arbitration, and any hearing room shall be borne equally by the parties. The party requesting a transcript shall be responsible for the cost of that transcript.

**Section 13.** Grievances that involve, assert, or otherwise offer, in whole or in part, an implied or expressed basis for disputing the Company's challenged action any fact, claim, or defense that could, if true, be considered as, give rise to, or would otherwise require the arbitrator to consider, address, or determine any issue, fact, or evidence relating or giving rise to a claim of unlawful discrimination, employment tort, violations of public policy, or violation of any federal or state, statute, regulation, or ordinance shall not be subject to consideration or resolution under the arbitration process of this Agreement; such grievances, without exception, shall be outside of the jurisdiction of any arbitrator.

**ARTICLE 16. NO STRIKE/NO LOCKOUT**

**Section 1.** Under no circumstances will the Union or the bargaining unit employees call, engage in, instigate, promote, cause, sponsor, condone, support, assist, sanction, authorize, permit, encourage, or take part in any strike, sit down, slowdown, work to the rule, unfair labor practice strike, recognition strike/picket, sympathy strike, jurisdictional strike, withholding of services, work stoppage, picketing (informational or otherwise), handbilling, consumer boycotts, curtailment of work, reduction of production, interference of any kind with the operations of the Employer, interference of any kind with the customers or potential customers of the Employer, or any other concerted activity which curtails, interferes with, or interrupts or threatens such curtailment, interference or interruption of the Company's operation, the servicing of the Company's customers, or the Company obtaining new customers.

**Section 2.** Neither the Union, nor any bargaining unit employee, will recognize and honor any picket line, or any other concerted activity, established for any reason by any other union, other organization, association, religious group, community interest group, or any
individual(s), including, but not limited to, any type of activity contesting grievance, jurisdictional, contract expiration, substandard wage disputes, or for recognitional purposes, at Elizabeth Detention Center, or any other Company location, customer, vendor, or location to which the bargaining unit employee may be assigned as a result of their employment.

Section 3. In the event of any conduct prohibited by either Section 1 or 2 of this Article, the Union, its officers, agents, stewards, and representatives shall immediately make every good faith effort to end such activity. This effort shall include, but not be limited to, immediately instructing the bargaining unit employees in writing, with a copy provided to the Company that the conduct is not authorized, ratified, or condoned by the Union, is in violation of the Agreement that they may be disciplined up to and including discharge, and to immediately quit the offending conduct.

Section 4. The obligations, rights, and provisions of this Article are completely independent of, and shall not be affected or limited by, the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.

Section 5. The Employer has the right to discipline, including discharge, any employee who violates this No Strike provision and such discipline shall be deemed to be for good cause.

Section 6. The Company will not lockout bargaining unit employees during the term of this Agreement.

ARTICLE 17. WAGES

Section 1. Wage Rates

A. Bargaining unit employees shall receive the following straight time minimum hourly wage rate:

<table>
<thead>
<tr>
<th>Detention Officer</th>
<th>Current</th>
<th>Upon Ratification</th>
<th>9/1/2017</th>
<th>9/1/2018</th>
<th>9/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Officers qualified to perform and assigned and designated as available for armed transport duties shall receive an additional __ per hour on top of their respective base rate of pay for all hours paid, effective upon the start of the Company starting armed transports and going forward for as long as the officer remains qualified to perform and assigned and designated as available for armed transport duties.

Section 2. Undisputed Error. In case of an undisputed error on the part of the Company as to an Employee's rate of pay, proper adjustment will be made in the pay check issued for the of the pay period after which the error is reported and/or confirmed, whichever is later, at no additional expense to the employee.

ARTICLE 18. CALL IN & REPORTING PAY

Section 1. Employees are required to report for work at their scheduled starting times. Employees are required to report to their supervisor of the inability to report to work as soon as possible and in no case less than two (2) hours prior to the employee's scheduled starting time.

Section 2. Bargaining unit employees who report to work as scheduled, whether it is their normal shift or work for which they have been called-in to perform, without having been notified not to report, and work is not available, will be paid four (4) hours premium reporting pay at their regular straight time rate of pay. The premium shall not apply to situations where the inability to offer the employee work within the bargaining unit is the result of acts of God, failure of equipment beyond the Company's control or similar events beyond the control of the Company. Likewise, the premium shall not apply where the employee refuses to perform work available outside of the bargaining unit, at no less than their regular rate of straight time pay under this Agreement, when offered by the Company. The premium paid under this Section shall not be considered as "time worked" for overtime purposes.

ARTICLE 19. HOURS OF WORK/OVERTIME

Section 1. For purposes of overtime, the regular workweek shall consist of forty (40) hours. The workweek shall commence at 0001 hours on Sunday and conclude at 2400 hours the following Saturday. The workday shall be defined as the twenty-four (24) consecutive hour period commencing with the start of the employee's shift/work. The pay period shall
be two consecutive workweeks (26 pay periods per calendar year). The Company will give the union no less than two weeks' notice of any planned changes to the pay period or defined workweek.

Section 2. All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half the employee's straight time rate of pay. There shall be no duplication and/or pyramiding of overtime and/or premium pay under this Agreement. There shall be no changes to the posted schedules in an effort to minimize the payment of overtime pay.

Section 3. When, in the Company's opinion, the need for overtime/coverage work by a bargaining unit employee exists, the Company may fill that need as follows: Bargaining Unit employees may advise the Shift Supervisor on duty of the employee's willingness to work extra work on that day or any particular day. Assuming the volunteer employees are qualified to perform the available work, the extra shift work will be assigned to volunteer bargaining unit employees. If there are an insufficient number of volunteers to cover the available work, the Company will force draft coverage first from that card with the next day off and from that card by reversed seniority among qualified employees. If insufficient coverage remains, the Company will force draft from other cards by reverse seniority, starting with those employees then on shift qualified to perform the work and then moving beyond to other cards until sufficient coverage is obtained Exceptions from force draft because of pre-existing conflicts must be requested, in writing, in advance and approved by and at the discretion of the Company. The misrepresentation or falsification of the reasons given for the request to be excused will result, in discipline up to; and including, discharge. The Company may request proof of the reasons given for any request to be excused from forced draft. Once assigned, whether by volunteer or forced draft, the extra must be worked. The failure or refusal to work assigned extra work may result in disciplinary action up to and including discharge. Notwithstanding the above, the Company may assign extra or overtime work to qualified non-bargaining unit personnel.

Section 4. Employees manning a security post shall be considered force drafted if they are required to stay working for fifteen (15) minutes or longer after their regularly scheduled stop time or being reassigned by shift supervision.
Section 5. The Company will make every effort to provide staff with adequate breaks, as long as the safety and security of the facility are not compromised. The Company and Union will also monitor the issuance of breaks and will discuss any problems at monthly Labor Management meetings. Additional effort will be given upon being force drafted to ensure child care and other personal matters are taken care of.

ARTICLE 20. HOLIDAYS


Section 2. Full-time regular employees will be paid at eight (8) hours their straight time hourly rate for the above recognized holidays. In no circumstance will an employee be entitled to more than eight (8) hours of holiday pay per holiday. Employees who work on the recognized holiday will receive their holiday pay in addition to their pay for working that day.

Section 3. In order to receive holiday pay, the following conditions must be met: The employee must work their full-day on their last scheduled day before and the first scheduled work day following the holiday, unless the employee is on approved leave under the terms of this Agreement.

Section 4. Holidays paid, but not worked, shall not be considered as time worked for overtime purposes.

Section 5. Employees not on active duty, not on approved leave under this Agreement or under federal or state law, or on disciplinary suspension/leave of absence from employment at the time of holiday are not eligible for holiday pay unless otherwise required by a state or federal law.

Section 6. Any employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay, unless the employee is on approved leave under the terms of this Agreement.
ARTICLE 21. VACATION/PERSOANL LEAVE

Section 1. Effective the first pay period following the day and date upon which both parties have executed this Agreement, non-probationary full-time employees are eligible to earn and take paid vacation/personal leave beginning the first pay period after completing their probationary period.

Section 2. Vacation/personal leave may be used by eligible bargaining unit employees for vacation, handling personal business, or as compensation during otherwise unpaid approved leave of absence (for example Family Medical Leave, bereavement, or civil leave).

Section 3. Vacation/personal leave must be used during the calendar year in which it is earned. Vacation/personal leave time will not be carried forward into the next calendar year.

Section 4. Eligible bargaining unit employees accrue vacation/personal leave in each pay period during which the employee works eighty (80) hours. An employee who works any portion of a pay period in question and is on military leave, FMLA leave, or any paid or unpaid leave of absence taken under the terms of this Agreement for the remainder of that pay period will have such leave time counted toward satisfying the eighty (80) hours threshold. Employees working less than eighty (80) hours in any pay period and who do not otherwise qualify for credit under the terms of this Section 4, will have any accrual adjusted prorate to reflect the time not worked.

Section 5. The accrual schedule for eligible bargaining unit employees will be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Per Hour Worked (Max Per Pay Period)</th>
<th>Max Per Year (Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>4.0 hours</td>
<td>104 hours (13 8-hour days)</td>
</tr>
<tr>
<td>5 to 15</td>
<td>5.0 hours</td>
<td>130 hours (16 8-hour days)</td>
</tr>
<tr>
<td>15 or more</td>
<td>6.1 hours</td>
<td>160 hours (20 8-hour days)</td>
</tr>
</tbody>
</table>

Section 6. Except as otherwise may be applicable to any leave taken in connections with FMLA benefits, vacation/personal leave must be taken in a minimum of 4-hours segments.

Section 7. Vacation/personal leave is paid at the base hourly straight time rate of pay in effect at the time the leave is taken.
Section 8. Paid vacation/personal leave is not counted as time-worked for purposes of calculating overtime.

Section 9. Employees desiring to take vacation must submit a written request on forms provided by the Company and under the terms set out herein and as may be established by the Company.

A. After, or concurrently with, the issuance of the schedule cards for the upcoming year, the Company will issue vacation preference forms on which the bargaining unit employees, by seniority, may express their preferred use of leave for the upcoming year under the format set out in subpart (b) below.

B. The first round and preference will be given to the top 1/3 most senior bargaining unit employees on each shift who will have no less than seven (7) calendar days in which to complete and submit their preference sheets. Once personal leave has been scheduled for this group, the second round and preference will be given to the next 1/3 most senior bargaining unit employees on each shift who, at the time they are given their preference sheets will be advised as to which, if any, dates are no longer available for selection. These employees will be given no less than seven (7) calendar days in which to complete and submit their preference sheets. This process is repeated for the remaining 1/3 groupings of employees by shift by seniority. Employees who are on approved leave during the period of time under which they would be eligible to submit their leave request under subpart (b) of this Section may pre-submit preference or within seven (7) calendar days of their return to work to submit a request for the upcoming year. However, the ability of the Company to tentatively schedule the requested period for any employee on approved leave who elects to submit upon return from that leave will be based up available time as of the request and operational considerations.

C. All vacation leave time not scheduled as the result of Subpart b herein, will be tentatively scheduled out and conditionally approved for the upcoming year by and at the discretion of the Company.

D. In considering and tentatively scheduling and conditionally approved vacation leave under this Article, the Company has the right to limit the number of bargaining unit employees that may be granted leave at any one time or to otherwise administer the vacation leave benefit based upon operational considerations.
E. Requests for vacation submitted under this procedure for the upcoming calendar year, will be considered and tentatively scheduled, as defined in this Agreement by shift, and upon the condition that the employee will have sufficient leave time under this Article is available when the time request off occurs. The request will be based upon anticipated vacation accruals for the coming year and may be scheduled at a time in which the anticipated accrual has yet to occur (borrowed time) within any limits established by the Company. The scheduling and approval of vacation under this provision, therefore, is tentative and conditional and does not guarantee that time off, for example should (1) circumstances arise which place in question the ultimate accrual of the time or (2) other vacation time be requested, approved, and used under this Article such that prior tentatively scheduled and conditionally approved vacation would not be available at the time otherwise scheduled under this Section. Should the bargaining unit employee not have sufficient leave available or should intervening circumstances have occurred which place in question the ability to accrued the needed time at a level sufficient to cover the prior tentatively scheduled vacation, the Company will so advise the employee. To be "approved" under the terms of this Agreement, the employee must have sufficient leave available at the time the prior tentatively scheduled time off occurs.

F. Employees may request an exchange of scheduled vacation with another bargaining unit employee provided that the change does not result in overtime or violation of the basic work week and provided further that a written request for such an exchange is submitted to the Master Scheduler no less than fifteen (15) days in advance of to the first scheduled leave affected by the requested change. Any such request will be approved or denied in the Company's discretion. Once approved, the changed schedule must be worked.

G. Employees may request use of vacation other than as tentatively scheduled under this Article. Such request must be made at least thirty (30) days in advance. Any such request will be approved or denied in the Company's discretion based upon operational considerations. Where the bargaining unit employee request vacation not tentatively scheduled and that request is approved, the Company, with employee input, remove prior tentatively schedule leave from the calendar to cover the now requested and approved time off.
H. Where the Company determines emergency conditions warrant (i.e., conditions which threaten the health, safety, or security of the facility, employees, detainees, or community), the Company may recall employees from leave or postpone approved leave (as defined herein) other than leave in conjunction with FMLA.

1. Leave may only be so canceled under this subsection by the Warden in writing with clear explanation as to the basis for that decision.

2. Employees whose leave has been canceled under this provision will be given priority in rescheduling or allowed to be carry over to the next calendar year and given priority for use in the first months of that year.

3. If the Company requires an employee to return for vacation or canceled approved leave (i.e. leave that has been tentatively scheduled and conditionally approved under the terms of this Article and for which the employee has sufficient leave available at the time the scheduled time off), the Company will pay the employee mitigated expenses that the employee has actually incurred. Mitigated expenses are those that have actually been paid to a third party (e.g. prepaid vacation expenses, such as airline tickets, cruise, tickets, etc.) by the employee prior to the Company canceling the employee's approved vacation and for which the employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred and efforts to mitigate expenses may be required. This provision does not apply to situations where the employee has tentatively scheduled and conditionally approved time off, but that time is canceled or removed from the calendar as the result of the employee not having sufficient leave available at the time the scheduled time off is to occur.

Section 10. Upon termination of employment, employees will be paid on an hour-for-hour basis for earned but unused vacation/personal leave; such payment will be made in accordance with controlling state law.

Section 11. Employees on approved paid vacation/personal leave who are otherwise eligible or holiday pay; will be paid for any holiday that may fall during that leave.

Section 12. Pay in lieu of vacation/personal leave will be considered by the Company upon written application by the employee and granted in the discretion of the Company.
Section 13. For the calendar year in which the Agreement goes into effect, covered bargaining unit employees will not pyramid accrual benefits under this Article, meaning that the benefits set out in this Article shall represent a maximum hours that can be accrued and not "additional" hours to those already earned under the terms of the prior collective bargaining agreement.

ARTICLE 22. SICK LEAVE

Section 1. Effective the first pay period following the day and date upon which both parties have executed this Agreement, non-probationary full-time employees are eligible to earn and take paid sick leave under the terms and conditions set out in this Article.

Section 2. Bargaining unit employees become eligible to earn and take paid sick leave beginning the first pay period after completing their probationary period. Eligible bargaining unit employees accrue sick leave in each pay period during which the employee works eighty (80) hours. An employee who works any portion of a pay period in question and is on military leave, FMLA leave, or any paid or unpaid leave of absence taken under the terms of this Agreement for the remainder of that pay period will have sick leave counted toward satisfying the eighty (80) hour threshold.

Section 3. Sick leave will accrue for eligible bargaining unit employees at the rate 0.03 l hour for each regular hour paid. The maximum accrual will be 64 hours per year. The employee may "bank" accrued but unused sick leave from year-to-year to a maximum of 1040 hours. The employee may, in the alternative, convert any balance of accrued but unused sick leave to a medical reimbursement account administered by the Third Party Administrator under the terms, conditions, and maximums established by that Administrator the controlling SCA contract, and the procedures established by the Company to implement the same.

Section 4. Sick leave may be taken in four (4) hour segments, except in the case where an employee who has worked more than one-half (1/2) their scheduled shift becomes ill and requests leave, in that case the Employer may approve leave in a minimum of two (2) hour segments.

Section 5. Sick leave is paid at the base hourly straight time rate of pay in effect at the time the leave is taken.
Section 6. Paid sick leave is not counted as time-worked for purposes of calculating overtime.

Section 7. Upon separation of employment, employees with earned but unused sick days shall be credited to the individual under the terms of the Third Party trust responsible for administering the fringe benefit. Contact information for the Third Party Trust shall be provided to the employee upon separation.

Section 8. Employees desiring to take sick leave must request such leave on an Employee Leave Authorization form at least thirty (30) days in advance of the need for the leave. When the need for the leave is not foreseeable thirty (30) days in advance, the employee must request such leave as soon as possible once the need is known and, in every instance, no later than at least two (2) hours prior to the time employee's schedule starting time.

Section 9. In every instance in which the employee is absent for three (3) or more days and when the Company suspects an employee is misrepresenting the need for sick leave or is otherwise abusing the benefit or has displayed a pattern of abuse, the employee may be required to provide certification from the employee's health care provider verifying medical appointments or the employee's inability to work due to medical reasons. Such certifications shall be due within five (5) days of request. To verify the employee's inability to work due to medical reasons, the Employer may require the employee to be examined by a health care provider designated by the Employer. Any such verification exam conducted at the request of the Employer shall be at the Company's expense.

Section 10. Employees misrepresenting the need for sick leave or who obtains leave by fraud or whom otherwise request takes sick leave for reasons other than related to the employee's health medical reasons, is subject to disciplinary action.

Section 11. For the calendar year in which the Agreement goes into effect, covered bargaining unit employees will not pyramid accrual benefits under this Article, meaning that the benefits set out in this Article shall represent a maximum hours that can be accrued and not "additional" hours to those already earned under the terms of the prior collective bargaining agreement.
ARTICLE 23. BEREAVEMENT LEAVE

Section 1. Full-time regular employees will be excused from work for up to three (3) consecutive workdays, paid, to attend the funeral of an immediate family member (i.e. current spouse, children, including legally adopted children or children of a current spouse, parent, grandparent, sister, brother). Employees are permitted to use paid sick/personal days in conjunction with bereavement leave granted under the terms of this Article.

Section 2. Employees must give the Company as much advance notice as possible of the need to miss work because of a death in the immediate family.

Section 3. The Company may request proof of the relationship and/or of the funeral. Failure to provide such proof when so requested subjects the employee to disciplinary action up to, and including, discharge.

Section 4. Employees misrepresenting the need for bereavement leave or who obtain leave by fraud or who otherwise request or take bereavement leave for reasons other than those in Section 1 of this Article, are subject to disciplinary action up to, and including, discharge. The benefits of this Article shall not apply to employees absent from work on vacation, off-days, or for any other reason; they shall apply only to those days when the employee is scheduled to work and would ordinarily have worked but for the leave.

ARTICLE 24. CIVIL LEAVE

Section 1. Bargaining unit employees required to report to, or who are selected for, jury duty or who, pursuant to a subpoena, are ordered to appear in court on a day the employee is otherwise scheduled to work, will be excused from work.

Section 2. Where such employees have completed 12-months of continuous employment, the Company will pay up to a maximum of ten (10) days lost work in any rolling 12-month period. Any court compensation/witness fees paid to the employee will be deducted from any such payment. Civil leave by employees with less than 12-months employment will be given unpaid leave unless otherwise required by federal or state law.

Section 3. Any summons, subpoena, or other court order requiring the employee's absence must be presented to the Human Resource Manager. The employee must notify the Company upon the completion of the service/appearance and may, at the Company's
discretion, be required to report to work to complete any portion of the scheduled workday.

Section 4. Upon reporting to work following completion of the required service/appearance, the employee must present proof of service/appearance from the court that includes dates of service/appearance and date/time of release.

Section 5. Employees misrepresenting the need for Civil Leave under this Article, or who obtains leave by fraud, or who otherwise requests/takes Civil Leave for reasons other than allowed under this Article, or who fails to provide the documentation required under this Article is subject to disciplinary action up to, and including, discharge.

ARTICLE 25. VOTING LEAVE

Section 1. Bargaining unit employees may be eligible for an excused absence from work to vote in a primary or general election if:

A. The employee's scheduled workday is such that the polls are open for less than three (3) consecutive hours before the employee's scheduled start of shift or after the employee's scheduled end of shift, and

B. The employee applies with his supervisor for leave no less than seven (7) calendar days in advance of the date, unless the employee's schedule has changed such that seven (7) day notice may not be given.

Section 2. The maximum time allowed under this Article is two (2) hours.

Section 3. The Employer may specify the hours during the specified period in which the voter may be absent.

Section 4. Employees granted leave under this Article will be paid straight time base hourly rate for time lost at work. Time paid shall not be considered as time-worked for the purpose of computing overtime.

Section 5. Employees misrepresenting the need for leave under this Article, or who obtains leave by fraud, or who otherwise requests/takes leave for reasons other than allowed under this Article is subject to disciplinary action up to and including discharge.
Section 6. To the extent the applicable state law provides benefits greater than those set out herein, this Article will be modified as necessary to bring the provisions in conformity.

ARTICLE 26. UNPAID LEAVES OF ABSENCES

Section 1. Family Medical Leave Act. Employees eligible for leave under the terms of the federal Family Medical Leave Act, and any similar state law, will be granted such leave as required by federal and state law and pursuant to the Employer's policies established to implement the law's mandates.

Section 2. Military Leave. Employees eligible for leave under the terms of any federal and state military leave provisions will be granted such leave under the terms and conditions as required by law and pursuant to the Employer's policies established to implement the laws mandates.

ARTICLE 27. HEALTH AND WELFARE

Section 1. Bargaining unit employees will be offered, and have the ability to participate in, the same health care benefits (major medical health, dental, vision insurance) plans/benefits provided to the non-bargaining unit employees at the Elizabeth Detention Center facility as such providers, plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 2. Bargaining unit employees will be offered, and have the ability to participate in, the same life insurance, STD, LTD, and AD&D programs provided to the non-bargaining unit/non-represented employees at the Elizabeth Detention Center facility as such providers, plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement if provided and administered by a bona fide third party administrator.

Section 3. Bargaining unit employees will be offered, and have the ability to participate in, the same Employee Assistance Program provided to the non-bargaining unit employees at the Elizabeth Detention Center facility as such providers, plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be
changed during the life of this Agreement if provided and administered by a bona fide third party administrator.

ARTICLE 28. RETIREMENT

Section 1. Bargaining unit employees will be offered, and have the ability to participate in, the same 401(k) benefits that may be provided to the non-bargaining unit employees at the Elizabeth Detention Center facility as such providers, plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement if provided and administered by a bona fide third party administrator.

ARTICLE 29. UNIFORMS

Section 1. The Company may require employees covered under this Agreement to wear uniforms as a condition of their employment. The Company reserves the right to determine the number, source, and manner uniforms will be supplied to the employees, and what constitutes the required uniform. While in uniform, no employee may wear insignia, badge, button, logo, trademark, or commercial trade name or any article of clothing which bears any such likeness which is not issued or approved by the Company, nor may any employee deface or alter the uniform. Bargaining unit employees are responsible to report each day in complete uniform.

Section 2. Authorized uniformed employees will be issued an online credit with the Company’s uniform vendor, which they will use to purchase their uniform pieces. Employees who wish to acquire more uniform pieces (beyond what is covered by their issued credit) may do so by using their own payment to cover the overage. The 2016 credits are $245 for new employees and $145 for current employees, which includes merchandise, tax and shipping. The annual credit shall be reviewed annually and increased as needed to cover need inflation and merchandise increases. Should sizing availability be an issue with the online vendor, employees shall be responsible to supply their own uniforms and submit receipts for reimbursement being manually deducted from their total online credit balance. Bargaining unit employees must maintain their uniform in good repair. In the event of damage, excluding normal wear and tear, to an employee’s uniform during the performance of an employee’s duties, the Company will provide
additional online credit to enable the employee to replace the affected employment attire. The repair or replacement of a uniform damaged outside of the performance of the employee's duties shall be the responsibility of the employee.

Section 3. If an employee is required to wear protective clothing, including outerwear or any type of protective device, as a condition of employment, such protective clothing or protective device(s) shall, to the extent permitted by laws, rules or regulations, be furnished to by the Employer.

Section 4. The Employer shall provide at its own expense, the initial required identification card(s) for each bargaining unit employee. Any replacement identification shall be at the employee's expense.

ARTICLE 30. SCOPE OF AGREEMENT/SAVINGS CLAUSE

Section 1. During the negotiations that resulted in this Agreement, both parties had every right to and did discuss all collective bargaining demands and proposals. As a result, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

Section 2. The terms of this Agreement encompass all rights, limitations, and obligations of the parties and supersedes any and all contracts, agreements, or promises, whether implied or actual and whether written or oral, and including, but not limited to, any past practices, established or in effect between the parties or between the Employer and bargaining unit employees before the execution of this Agreement. The continuance or discontinuance of any past practice, wage, or benefit not enumerated in this Agreement is vested solely in the discretion of the Company.

Section 3. Should any part of this Agreement be rendered or declared invalid by any court of competent jurisdiction or by reason of an existing or subsequently enacted legislation or National Labor Relations Board decision or by any term or condition of a customer contractor regulation governing the operation of the facility, such shall not invalidate the remaining portions thereof. Rather, the remaining parts or provisions shall be maintained in full force and effect.
ARTICLE 31. SUCCESSORS & ASSIGNS

Section 1. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in any sale, transfer of assets or assignment of assets covered by this Agreement. Such notice shall be in writing, with a copy to the Union given no later than the date upon which the Employer and the third party executes a final binding contract governing the transaction.

ARTICLE 32. TERMINATION

This Agreement shall be in full force and effect from March 24, 2017 to August 31, 2020 (expiring at 12:01 AM on) and shall continue from year to year thereafter, provided that the Agreement and all rights, benefits, and obligations created hereunder may be amended, modified, or terminated by either party upon written notice given to the other party no less than ninety (90) days prior to the expiration date of this Agreement or any subsequent extension anniversary date.
APPENDIX A. WORK RULES

The parties agree that the following justify good cause for discipline under Article 14 the terms and conditions of this Agreement

1. Engaging in any conduct in violation of the Company or facility Drug and Alcohol policies;
2. Engaging in any conduct in violation of the Company or facility Code of Ethics and Business Conduct and any supplements thereto;
3. Engaging in any conduct in violation of the Company's Inmate/Resident Sexual Abuse/Misconduct/Harassment policies;
4. Engaging in any conduct in violation of the Company or facility non-discrimination non-harassment policies and procedures;
5. Smoking or use of tobacco products Company owned or leased property;
6. Engaging in any conduct in violation of Company or facility safety or health policies, procedures, or regulations;
7. Engaging in any pilferage, theft, unauthorized use, or unauthorized possession of any Company owned or leased property or that of any detainee, visitor, vendor, government official, customer, or Company or facility employee;
8. Providing false, misleading, or incomplete information on Company forms, records, reports, documents, time cards or time records; concealing, altering, misusing, or removing, without proper authorization form the Warden, Company records, reports, documents, time cards or records, or employment records including, but not limited to electronic data records; any act of dishonesty;
9. Failing to properly clock-in or clock-out; clocking-in or out for another employee;
10. Unexcused absence from work. An absence is unexcused when not otherwise provided for and taken in accordance with the terms of this Agreement;
11. Being tardy for work. An employee is considered tardy when they report to work and clock in after their assigned start time and such late report is not otherwise allowed for or excused under the terms of this Agreement;
12. Early exit. An employee is considered an "early exit" when they leave work before the end of their assigned shift or work day without permission of their supervisor.
and such early exit is not otherwise allowed for or excused under the terms of this Agreement;

13. Leaving or the unauthorized abandonment of any post or duty without supervisor's permission and relief;

14. Incompetence, negligence, or careless inattention in the performance of duties or the failure to properly and completely perform assigned duties; any other act or omission that leads to or could have resulted in danger or harm to any detainee, visitor, vendor, customer, government official, or Company or facility employee or to the Company's relationship and reputation with any contracting agency or customer; failing to meet job standards or qualifications;

15. Failing to be in complete uniform at all times in conformance with standards set by Company or the facility while on duty and in the performance of Company duties or on Company owned, leased, or used property;

16. Sleeping, personal reading on duty, or any other act or omission that interferes, or could interfere, with or otherwise preclude the employee from being alert while on duty;

17. Engaging in any conduct which has, or which could have, the effect of hindering, limiting, or interfering with normal operations of the facility or the performance of another employee;

18. Insubordination. This includes, but is not limited to, the refusal or failure to perform any assigned task, to fully and properly respond to any oral or written business related request from management, to fully and properly participate in any business related investigation, to fully obey instructions of any law enforcement official or proper authority of any federal, state, or local government or agency representative with whom the Company or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the custody of detainees housed at the facility, and includes any type of conduct, whether verbal, written, or physical, which undermines or otherwise challenges the authority of management;

19. Failing to provide cooperation and respect at work; failing to support the efforts of or show respect to other Company and/or facility employees, or to employees of any federal, state, or local government, or agency representative with whom the Company or the facility has a contract concerning the custody of detainees or that
may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the facility or the custody of detainees housed at the facility, to carry out their duties; failing to contribute to an atmosphere of mutual respect among Company and/or facility employees;

20. Failing or refusing to cooperate or to fully and honestly answer any questions or produce requested material in any official investigation or inquiry being conducted by the Company or the facility or by or at the direction of any federal, state, or local government or agency representative with whom the Company or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the facility or the custody of detainees housed at the facility; providing false, incomplete, or misleading information to the Company or to any federal, state, or local government or agency representative with whom the Company or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the facility or the custody of detainees housed at the facility;

21. Failing or refusing to execute any consent form or agreement necessary to allow any federal, state, or local government or agency representative with whom the Company or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the facility or the custody of detainees housed at the facility access to any of the employee's personnel, disciplinary, investigative, background, medical, or training files or records;

22. Fighting, engaging in any threatening, harassing, abusive, or intimidating conduct or other discourtesy directed toward any visitor, vendor, customer, government official, or Company or the facility employee, or participating in any physical horseplay or disorderly conduct with any detainee, visitor, vendor, customer, government official, or Company or the facility employee while in the performance of Company duties, during work time, or while on Company owned, leased, or used property;

23. Engaging in or promoting any conduct which leads to or which incites, or which could lead to or incite, a riot, work stoppage, or other disruptive or violent conduct an the part of a detainee;
24. Engaging in or promoting conduct that leads to, or could lead to, the escape of or harm to any detainee or which otherwise compromises security and safety or is negligent with respect to the treatment, security, and protection of any detainee;

25. Possessing, without proper authorization, unauthorized use of any firearm, explosives, or other weapon, or the failure to use any firearm, explosives, or other weapon in accordance with Company policies and procedures while in the performance of Company duties, during work time, or on Company owned, leased, or used property;

26. Possessing, without proper authorization, or unauthorized use of camera, video equipment, tape record, or any other recording device and unauthorized possession or unauthorized use of any communication device while in the performance of Company duties, during work time, or on Company owned, leased, or used property;

27. Using physical violence, threats, or verbal abuse, harassment, taunting, or other abusive or undue negative treatment, directly or indirectly (such as through another employee or detainee), toward any detainee, visitor, vendor, customer, or Company or the facility employee, or of detainees (not otherwise justified as an appropriate intervention when the safety of detainees, staff, or visitors are in jeopardy), or any other conduct with regard to the care and treatment of detainees that violates Company or the facility policy and procedures or the policies and procedures of any contracting agency or customer; using force with a detainee for punishment or reprisal; failing to report the threat, suspension, or actual occurrence of physical abuse of a detainee by another detainee or by Company and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of physical abuse of a detainee by another detainee or by Company and or facility personnel. (Use of physical force with detainee is allowed only in accordance with applicable Company policies and training.);

28. Engaging in, attempting to engage in, soliciting, or promoting any business with any current or former detainee or their families or representatives;

29. Soliciting, attempted solicitation, or acceptance of any gift, favor, or bribe in connection with official duties from anyone, including, but not limited to any current or former detainee or their families or representatives; permitting or creating a personal obligation that could lead to the expectation of favors or
preferential treatment as to any current or former detainee or their families or representatives; displaying favoritism or preferential treatment to detainees or groups of inmates; engaging in undue fraternization with detainees;

30. Introducing or the attempting to introduction of contraband into the facility or grounds of the facility or otherwise bringing or attempting to bring contraband to or transferring contraband from a detainee to another detainee or to other persons, or other conduct including, but not limited to, conspiring, negotiating, or arranging to purchase, sell, possess, distribute, dispense, or use contraband or which allows or which creates the opportunity for detainees to obtain contraband;

31. Engaging in, attempting to engage in, soliciting, or promoting sexual activity or any other improper physical activities or any improper relationship with any detainee, former detainee or any of their families or friends; failing to report the threat, suspension, or actual occurrence of sexual abuse of a detainee by another detainee or by Company and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of sexual abuse of an detainee by another detainee or by Company/EDC personnel;

32. Violating Company or facility policies on Legal Rights of Inmates or any other Company or facility policy, procedure, rule or regulation concerning the treatment of and interaction with detainees, their families, or representatives; retaliating or threatened retaliation against an detainee for filing a grievance or otherwise reporting misconduct or mistreatment; failing to respect the property of detainee;

33. Failing to immediately report to the Warden any of the following: (a) a family relationship with a detainee; (b) business or social relationships with any detainee or a detainee family members or friends while the detainee is incarcerated at a Company facility and for one (1) year after such incarceration terminates; (c) contacts with former detainees that occur within one (1) year of the date the former detainees incarceration terminates; and (d) any other contact or relationship that could be expected to create a conflict of interest or the appearance of a conflict of interest with duties as a correctional officer with the Company;

34. Failing to immediately report to the Warden if charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lend to, incarceration and/or any fine of $100 or more);
35. Being charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine $100 or more);

36. Engaging in any conduct, on or off duty, which renders, or which could render, the employee disqualified for employment under the terms and conditions of any contract Company or the facility may have with any federal, state, or local government or agency concerning the custody of detainees at CADC;

37. Engaging in any conduct while in uniform or while otherwise representing or appearing to represent the Company that reflects negatively on the Company or federal, state, or local government or agency representative with whom the Company or the facility has a contract concerning the custody of detainees at the facility;

38. Engaging in the destruction, unauthorized or misuse of, or damage to any Company owned or leased property or that of any detainee, visitor, vendor, customer, or Company or facility employee;

39. Using Company and/or facility uniform, credentials, identification cards, or badges to coerce, intimidate, or deceive others, or to obtain special favors or privileges not authorized in the performance of normal duties, whether inside or outside the grounds of the facility and whether on or off the job;

40. Violating the terms and conditions of this Agreement;

41. Violating any Company rule, procedure, or policy;

42. Failing to obtain, losing, or having revoked a security clearance that is required by the controlling governmental agency.
APPENDIX B. FORCE DRAFT PILOT

During these negotiations the parties discussed, in depth, the implementation of a new forced draft procedure for the officers at the Elizabeth Detention Center. Based on these discussions, both parties have agreed to meet, no later than sixty (60) days after the signing of this Agreement, in order to negotiate and finalize the implementation of this pilot program.

The meeting shall include representatives from both parties and include the Master Scheduler. During this meeting, the Union shall present the details of the proposed changes and go over various scenarios in an effort to minimize the impact of transitioning to the pilot program. The parties shall negotiate the proposed changes and make modifications as needed, with the goal of creating a sound pilot program. If necessary, additional meetings may be scheduled expeditiously to complete the provision of the pilot program.

The pilot program will commence no later than sixty (60) days from the date that the pilot program is agreed upon, and shall last for approximately four (4) months, and may be extended by mutual agreement of the parties. Should during the course of the pilot program it be found that it causes unforeseen operational issues or in any way comprises the safety and security of the facility, the parties agree to suspend the pilot program until the parties are able to meet and negotiate any needed revisions or to cancel the pilot program altogether.

Prior to the conclusion of the pilot program, the parties will meet to discuss any issues with the pilot program, and evaluate the need for additional changes, or to return to the previous practice set forth in in Section 19.3 of this Agreement. If both parties agree with the pilot program, the new practice shall be permanently implemented and an MOU shall be drafted to replace the former Section 19.3 language.
SIGNED & AGREED

IN WITNESS WHEREOF, the parties have cause their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

CoreCivic, Inc.

United Government Security Officers of America & its Local 315

Vice President Facility Operations

President, Local 315

Managing Director of Employee Relations
# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
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<tbody>
<tr>
<td>P00039</td>
<td>09/01/2017</td>
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<th>6. ISSUED BY</th>
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<tbody>
<tr>
<td>CODE ICE/DCR</td>
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<tr>
<td>ICE/Detention Compliance &amp; Removals</td>
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<tr>
<td>Immigration and Customs Enforcement</td>
</tr>
<tr>
<td>Office of Acquisition Management</td>
</tr>
<tr>
<td>801 I Street NW, Suite 20536</td>
</tr>
<tr>
<td>Washington DC 20536</td>
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<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</th>
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<tbody>
<tr>
<td>CORECIVIC INC</td>
</tr>
<tr>
<td>ATTN:</td>
</tr>
<tr>
<td>10 BURTON HILLS BLVD</td>
</tr>
<tr>
<td>NASHVILLE TN 37215</td>
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<table>
<thead>
<tr>
<th>CODE</th>
<th>FACILITY CODE</th>
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<tr>
<td>1597341510000</td>
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<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
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<tbody>
<tr>
<td>☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. ☐ is not extended.</td>
</tr>
<tr>
<td>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</td>
</tr>
<tr>
<td>☐ Failure of your acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</td>
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<th>12. ACCOUNTING AND APPROPRIATION DATA (if required)</th>
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<td>See Schedule</td>
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<tr>
<th>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.</th>
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<tbody>
<tr>
<td>CHECK ONE:</td>
</tr>
<tr>
<td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td>
</tr>
<tr>
<td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td>
</tr>
<tr>
<td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td>
</tr>
<tr>
<td>D. OTHER (Specify type of modification and authority)</td>
</tr>
<tr>
<td>☑ FAR 52.222-43 and FAR 52.217-9</td>
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</table>

| E. IMPORTANT: |
| Contractor ☐ is not. ☑ is required to sign this document and return 1 copies to the issuing office. |

<table>
<thead>
<tr>
<th>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UOF section headings, including solicitation/contract subject matter where feasible)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUNS Number: 159734151</td>
</tr>
<tr>
<td>CONTRACT ADMINISTRATION POC:</td>
</tr>
<tr>
<td>☑ COR: 973-776-1234</td>
</tr>
<tr>
<td>☑ CO: Sang Han, 202-732-1234</td>
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The purpose of this modification is as follows:

1) To address the Request for Equitable Adjustment (REA) submitted by CoreCivic on 6/2/2017 in compliance with Service Contract Labor Standards and FAR 52.222.43. The REA was submitted in response to the increased rates under the new Collective Bargaining Agreement (CBA), which was incorporated in modification P00039. Due to this REA, the Option Period 8 continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore charged, remains unchanged and in full force and effect.

<table>
<thead>
<tr>
<th>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</th>
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<tbody>
<tr>
<td>☑ John Smith, Director of Acquisitions</td>
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<th>16C. DATE SIGNED</th>
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<tr>
<td>8/16/2017</td>
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</tbody>
</table>
pricing has increased as follows:

Monthly Rate for CLIN 8001 has increased

FROM:

BY: [redacted]

TO: [redacted]

The new rate is effective 9/1/2017.

2) To exercise Option Period B and extend the term of the contract through 8/31/2018 per FAR 52.217-9, option to extend the term of the contract.

3) To incorporate Wage Determination No. 2015-4211, Revision No. 4, Dated 7/25/2017.

All other terms and conditions remain unchanged and in full force and effect.

Attachments:
1) Revised Section B - Supplies or Services and Prices/Costs
2) Wage Determination No. 2015-4211, Revision No. 4, Dated 7/25/2017
   Exempt Action: Y Sensitive Award: PII
   Period of Performance: 07/01/2005 to 08/31/2018
SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Off-Site Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]

a. Guard Services (Estimated)

b. Transportation (Estimated)

Total Estimated Cost for the Base Period

---

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months (10/1/2008 – 9/30/2009)</td>
<td></td>
<td>1 Month</td>
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</tr>
<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months (10/1/2009 – 3/31/2010)</td>
<td></td>
<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>1001b</td>
<td>Detainee Services – 6 Months (4/1/2010 – 9/30/2010)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months (10/1/2010 – 9/30/2011)</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1003    | Off-Site Guard Services                          |     |           |            |             |

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the federal travel allowance rate.]
### OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, Para 1.4.1)</td>
<td></td>
<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Transportation</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Two**

### OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OPTION PERIOD THREE: September 26, 2013 thru September 25, 2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3005</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Three

### OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4005</td>
<td>Detainee Wages</td>
<td></td>
<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Four
## OPTION PERIOD FIVE: September 26, 2014 thru August 31, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a.  | Guard Services                                   |     | Month   |            |             |
| b.  | Transportation Miles (Estimated)                |     |         |            |             |
| c.  | Additional Guard Services                        |     |         |            |             |
| 5004| Detainee Wages                                   | 1   | Month   | $1,500.00  | $18,000.00  |

**Total Estimated Cost for Option Period Five**

## OPTION PERIOD SIX: September 01, 2015 thru August 31, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a.  | Guard Services                                   |     | Month   |            |             |
| b.  | Transportation Miles (Estimated)                |     |         |            |             |
| c.  | Additional Guard Services                        |     |         |            |             |

---

4
### OPTION PERIOD SEVEN: September 1, 2016 thru August 31, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>7003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7005</td>
<td>Detainee Wages</td>
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<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>7006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
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</tbody>
</table>

**Total Estimated Cost for Option Period Seven 9.1.16-8.31.17**

---

### OPTION PERIOD SIX

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6005</td>
<td>Detainee Wages</td>
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<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>6006</td>
<td>Guard Services – One Time Expenses</td>
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</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Six**
### OPTION PERIOD EIGHT: September 1, 2017 thru August 31, 2018

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8001</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>8003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8005</td>
<td>Detainee Wages</td>
<td></td>
<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>8006</td>
<td>Guard Services – Annual Expenses</td>
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<td>Year</td>
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</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eight**

### OPTION PERIOD NINE: September 01, 2018 thru August 31, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9001</td>
<td>Detainee Services</td>
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</tr>
<tr>
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<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>9003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at]
the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9005</td>
<td>Detainee Wages</td>
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<td>Month</td>
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<td>$18,000.00</td>
</tr>
<tr>
<td>9006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Nine**

---

**OPTION PERIOD TEN: September 01, 2019 thru August 31, 2020**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1 Month</td>
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<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1005</td>
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<td>Month</td>
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<td>$18,000.00</td>
</tr>
<tr>
<td>1006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Ten**
OPTION PERIOD ELEVEN: September 01, 2020 thru August 31, 2021

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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</tr>
<tr>
<td>1103</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

  a. Guard Services
  b. Transportation Miles (Estimated)
  c. Additional Guard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1105</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>1106</td>
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Total Estimated Cost for Option Period Eleven

TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS
WD 15-4211 (Rev.-4) was first posted on www.dol.gov on 08/01/2017

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
Division of Wage Determinations

Wage Determination No.: 2015-4211
Revision No.: 4
Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) 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 $10.20 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 2017. 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.

State: New Jersey
Area: New Jersey Counties of Essex, Morris, Sussex, Union

**Fringe Benefits Required Follow the Occupational Listing**

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15085 - Maintenance Test Pilot, Fixed, Jet/Prop 46.16
15086 - Maintenance Test Pilot, Rotary Wing 46.16
15088 - Non-Maintenance Test/Co-Pilot 46.16
15090 - Technical Instructor 30.43
15095 - Technical Instructor/Course Developer 37.22
15110 - Test Proctor 24.57
15120 - Tutor 24.57

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 11.62
16030 - Counter Attendant 11.62
16040 - Dry Cleaner 14.84
16070 - Finisher, Flatwork, Machine 11.62
16090 - Presser, Hand 11.62
16110 - Presser, Machine, Drycleaning 11.62
16130 - Presser, Machine, Shirts 11.62
16160 - Presser, Machine, Wearing Apparel, Laundry 11.62
16190 - Sewing Machine Operator 15.89
16220 - Tailor 16.92
16250 - Washer, Machine 12.78

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 24.26
19040 - Tool And Die Maker 30.07

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 17.28
21030 - Material Coordinator 23.51
21040 - Material Expediter 23.51
21050 - Material Handling Laborer 13.57
21070 - Order Filler 14.92
21080 - Production Line Worker (Food Processing) 17.28
21110 - Shipping Packer 15.80
21130 - Shipping/Receiving Clerk 15.80
21140 - Store Worker I 16.34
21150 - Stock Clerk 20.48
21210 - Tools And Parts Attendant 18.10
21410 - Warehouse Specialist 18.10

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 32.89
23019 - Aircraft Logs and Records Technician 27.73
23021 - Aircraft Mechanic I 31.67
23022 - Aircraft Mechanic II 32.89
23023 - Aircraft Mechanic III 34.12
23040 - Aircraft Mechanic Helper 25.28
23050 - Aircraft, Painter 30.47
23060 - Aircraft Servicer 27.73
23070 - Aircraft Survival Flight Equipment Technician 30.47
23080 - Aircraft Worker 29.22
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 29.22
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 31.67
23110 - Appliance Mechanic 27.79
23120 - Bicycle Repairer 21.68
23125 - Cable Splicer 43.26
23130 - Carpenter, Maintenance 29.89
23140 - Carpet Layer 27.98
23160 - Electrician, Maintenance 37.18
23181 - Electronics Technician Maintenance I 28.22
23182 - Electronics Technician Maintenance II 29.43
23183 - Electronics Technician Maintenance III 30.58
23260 - Fabric Worker 28.00
23290 - Fire Alarm System Mechanic 25.49
23310 - Fire Extinguisher Repairer 24.81
23311 - Fuel Distribution System Mechanic 33.34
23312 - Fuel Distribution System Operator 27.56
23370 - General Maintenance Worker          23.69
23380 - Ground Support Equipment Mechanic  31.67
23381 - Ground Support Equipment Servicer  27.73
23382 - Ground Support Equipment Worker    29.22
23391 - Gunsmith I                         24.81
23392 - Gunsmith II                        27.70
23393 - Gunsmith III                       30.02
23410 - Heating, Ventilation And Air-Conditioning 27.97
Mechanic
23411 - Heating, Ventilation And Air Conditioning 29.86
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic           28.16
23440 - Heavy Equipment Operator           34.30
23460 - Instrument Mechanic                32.42
23465 - Laboratory/Shelter Mechanic        28.88
23470 - Laborer                           13.74
23510 - Locksmith                         24.78
23530 - Machinery Maintenance Mechanic     27.42
23550 - Machinist, Maintenance             22.82
23580 - Maintenance Trades Helper          15.89
23591 - Metrology Technician I             32.42
23592 - Metrology Technician II            33.68
23593 - Metrology Technician III           34.94
23640 - Millwright                        33.96
23710 - Office Appliance Repairer          22.91
23760 - Painter, Maintenance               26.50
23790 - Pipefitter, Maintenance            31.12
23810 - Plumber, Maintenance               31.90
23820 - Pneumatical Systems Mechanic       30.02
23850 - Rigger                            30.02
23870 - Scale Mechanic                     27.70
23890 - Sheet-Metal Worker, Maintenance    29.46
23910 - Small Engine Mechanic              22.08
23931 - Telecommunications Mechanic I      32.81
23932 - Telecommunications Mechanic II     33.25
23950 - Telephone Lineman                  33.66
23960 - Welder, Combination, Maintenance   22.17
23965 - Well Driller                       28.88
23970 - Woodcraft Worker                   30.02
23980 - Woodworker                        24.70
24000 - Personal Needs Occupations
24550 - Case Manager                      16.55
24570 - Child Care Attendant               13.05
24580 - Child Care Center Clerk            16.41
24610 - Chore Aide                         12.24
24620 - Family Readiness And Support Services Coordinator
24630 - Homemaker                         20.13
25000 - Plant And System Operations Occupations
25010 - Boiler Tender                      29.03
25040 - Sewage Plant Operator              29.27
25070 - Stationary Engineer                29.03
25190 - Ventilation Equipment Tender       23.71
25210 - Water Treatment Plant Operator     29.27
27000 - Protective Service Occupations
27004 - Alarm Monitor                      22.55
27007 - Baggage Inspector                  17.98
27008 - Corrections Officer                34.40
27010 - Court Security Officer             37.10
27030 - Detection Dog Handler              20.36
27040 - Detention Officer                  34.40
27070 - Firefighter                       38.02
27101 - Guard I                           17.98
27102 - Guard II                          20.36
27131 - Police Officer I                   39.17
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99000 - Miscellaneous Occupations

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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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 conformance 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
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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)).
The purpose of this modification is to address the Request for Equitable Adjustment (REA) submitted by CoreCivic on 9/6/2017 in compliance with Service Contract Labor Standards and FAR 52.222.43. The REA was submitted in response to the increase under the Collective Bargaining Agreement (CBA) starting 9/1/2017. The attached “Section B - Supplies or Services and Prices/Costs” has been revised to reflect this change.
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exempt Action: Y Sensitive Award: PII</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Period of Performance: 07/01/2005 to 08/31/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

**BASE PERIOD: July 1, 2005 thru September 30, 2008**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainees)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Off-Site Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Guard Services (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Transportation (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Estimated Cost for the Base Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(10/1/2008 – 9/30/2009)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001b</td>
<td>Detainee Services – 6 Months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(4/1/2010 – 9/30/2010)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(10/1/2010 – 9/30/2011)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainees)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Off-Site Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Guard Services (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OPTION PERIOD TWO: October 1, 2011 thru September 25, 2012

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, Para 1.4.1)</td>
<td>1 Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td>Month</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

### OPTION PERIOD THREE: September 26, 2012 thru September 25, 2013

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td>1 Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (<em>per detainee</em>)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (<em>per detainee</em>)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

| 4005   | Detainee Wages                                       | 1   | Month    | $1,500.00  | $18,000.00  |

Total Estimated Cost for Option Period Four
### OPTION PERIOD FIVE: September 26, 2014 thru August 31, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Five**

### OPTION PERIOD SIX: September 01, 2015 thru August 31, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
### Comprehensive Secure Detention Services
Elizabeth, NJ

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>6006</td>
<td>Guard Services – One Time Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Six**

---

### OPTION PERIOD SEVEN: September 1, 2016 thru August 31, 2017

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>7006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Seven 9.1.16-8.31.17**
## OPTION PERIOD EIGHT: September 1, 2017 thru August 31, 2018

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

### a. Guard Services

### b. Transportation Miles (Estimated)

### c. Additional Guard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8005</td>
<td>Detainee Wages</td>
<td></td>
<td>1 Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>8006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eight**

## OPTION PERIOD NINE: September 01, 2018 thru August 31, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at]
Comprehensive Secure Detention Services  
Elizabeth, NJ  

the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>9006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Nine

---

OPTION PERIOD TEN: September 01, 2019 thru August 31, 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>1006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for Option Period Ten
**OPTION PERIOD ELEVEN: September 01, 2020 thru August 31, 2021**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1101</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1103</td>
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<td>EA</td>
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<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<td><strong>Guard Services – Annual Expenses</strong></td>
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<td>Year</td>
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**Total Estimated Cost for Option Period Eleven**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
### Amendment of Solicitation/Modification of Contract

**1. Contract ID Code:**

| P00042 |

**2. Amendment/Modification No.:** P00042

**3. Effective Date:** 09/01/2018

**4. Requisition/Purchase Req. No.:**

**5. Project No. (if applicable):**

**6. Issued By Code:** ICE/DCR

**7. Administered By Code:** ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite
WASHINGTON DC 20536

**8. Name and Address of Contractor (No. street, county, State and ZIP Code):**

**CODE** 1597341510000

**Facility Code:**

**9. **

**9A. Amendment of Solicitation No.:**

**9B. Dated (See Item 11):** 03/03/2010

**10. **

**10A. Modification of Contract/Order No.:** ODT-5-C-0010/

**10B. Dated (See Item 13):**

**11. This Item Only Applies to Amendments of Solicitations:**

- [ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is not extended.
- [ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If only virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting and Appropriation Data (If Required):**

See Schedule

**13. This Item Only Applies to Modification of Contracts/Orders. It Modifies the Contract/Order No. as Described in Item 14:**

- [X] A. This Change Order is issued Pursuant To: (Specify authority) The Changes Set Forth in Item 14 Are Made in the Contract Order No. in Item 10A.
- [ ] B. The Above Numbered Contract/Order is Modified to Reflect the Administrative Changes (such as changes in paying office, appropriation date, etc.) Set Forth in Item 14, Pursuant to the Authority of FAR 43.103(b).
- [ ] C. This Supplemental Agreement is Entered into Pursuant to Authority of:
- [X] D. Other (Specify type of modification and authority)

**X FAR 52.217-9, Option to Extend the Term of the Contract**

**E. Important:** Contractor is not required to sign this document and return copies to the issuing office.

**14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible):**

DUNS Number: 159734151

**Contract Administration POC:**

- **--Invoice Approving Official:** [Redacted], 973-776-

- **--CO:** 202-732-

The purpose of this modification is as follows:

1) To exercise Option Period 9 and extend the term of the contract through 8/31/2019 in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

**15A. Name and Title of Signer (Type or print):**

**16A. Name and Title of Contracting Officer (Type or print):**

**15B. Contractor/Offeror:**

**15C. Date Signed:**

06/05/2018

**16B. United States of America:**

**16C. Date Signed:**

Signature of person authorized to sign

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 52.243
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<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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WD 15-4211 (Rev.-7) was first posted on www.wdol.gov on 04/17/2018

**Fringe Benefits Required Follow the Occupational Listing**

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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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 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, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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)).
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.  P00043
3. EFFECTIVE DATE 09/01/2018
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)

6. ISSUED BY ICE/DCR
7. ADMINISTERED BY ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
CORRECTIONS CORPORATION OF AMERICA
ATTN
10 BURTON HILLS BLVD
NASHVILLE TN 37215

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)

10. MODIFICATION OF CONTRACT/OFFER NO.
ODT-5-C-0010/
10B. DATED (SEE ITEM 13) 03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is □ extended. □ not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/OFFER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/OFFER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(e).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

X FAR 52.222-43

E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151

CONTRACT ADMINISTRATION POC:
--Invoice Approving Official: [redacted] 973-776-6
--CO: [redacted] 202-732-0

The purpose of this modification is to address the Request for Equitable Adjustment (REA) submitted by CoreCivic on 6/29/2018 in compliance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts).

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 09/20/2018

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243
The REA was submitted in response to an increase in CBA for the Detention Officer's hourly rate from __________ to __________ beginning 9/1/2018. The yearly impact of this increase is ______________ and this amount is compensated in the Detainee Services CLIN 9001. As a result, the monthly rate for the Detainee Services CLIN 9001 has been increased as follows:

FROM: ______________________
BY: ________________________
TO: ________________________

Attachment: New Pricing Table
Exempt Action: Y Sensitive Award: PII
Period of Performance: 07/01/2005 to 08/31/2019
SECTION B – SUPPLIES OR SERVICES AND PRICES/ COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

0003 Off-Site Guard Services
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Guard Services (Estimated)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Transportation (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost for the Base Period

OPTION PERIOD ONE: October 1, 2008 thru September 30, 2011

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services – 12 months</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(10/1/2008 – 9/30/2009)</td>
<td></td>
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<td></td>
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<tr>
<td>1001a</td>
<td>Detainee Services – 6 Months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001b</td>
<td>Detainee Services – 6 Months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(4/1/2010 – 9/30/2010)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001c</td>
<td>Detainee Services – 12 Months</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(10/1/2010 – 9/30/2011)</td>
<td></td>
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</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Item 1001

1003 Off-Site Guard Services
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportations miles to be reimbursed at the federal travel allowance rate.]

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Guard Services (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------</td>
<td>-----</td>
<td>------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>2001</td>
<td>Detainee Services (Note- See Section H, Para 1.4.1)</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>3004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3005</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Three**

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**OPTION PERIOD FOUR: September 26, 2013 thru September 25, 2014**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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</tr>
<tr>
<td>4003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>4004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Four**

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OPTION PERIOD FIVE: September 26, 2014 thru August 31, 2015

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001</td>
<td>Detainee Services</td>
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<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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</tr>
<tr>
<td>5003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
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<td></td>
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<tr>
<td>5004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5004</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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</tbody>
</table>

Total Estimated Cost for Option Period Five

OPTION PERIOD SIX: September 01, 2015 thru August 31, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]
### Comprehensive Secure Detention Services
Elizabethtown, NJ

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>6006</td>
<td>Guard Services – One Time Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Six**

### OPTION PERIOD SEVEN: September 1, 2016 thru August 31, 2017

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>7006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Seven 9.1.16-8.31.17**

---

Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0010
### OPTION PERIOD EIGHT: September 1, 2017 thru August 31, 2018

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

- a. Guard Services
- b. Transportation Miles (Estimated)
- c. Additional Guard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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<tr>
<td>8006</td>
<td>Guard Services - Annual Expenses</td>
<td></td>
<td>Year</td>
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</table>

**Total Estimated Cost for Option Period Eight**

### OPTION PERIOD NINE: September 01, 2018 thru August 31, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>9001</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9002</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>9003</td>
<td>Detention Services (Estimated) <em>(per detainee)</em></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at]
the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services</td>
<td>1</td>
<td>Month</td>
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<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

OPTION PERIOD TEN: September 01, 2019 thru August 31, 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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<tr>
<td>1006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
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</tr>
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</table>

Total Estimated Cost for Option Period Ten
### OPTION PERIOD ELEVEN: September 01, 2020 thru August 31, 2021

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>1101</td>
<td>Detainee Services</td>
<td></td>
<td>1 Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1103</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1105</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>1106</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
<td></td>
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</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eleven**

**TOTAL ESTIMATED COSTS FOR BASE PERIOD AND ALL OPTIONS**
# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
<th>6. ISSUED BY CODE</th>
<th>7. ADMINISTERED BY (If other than Item 6) CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P00044</td>
<td>See Block 16C</td>
<td></td>
<td></td>
<td>ICE/DCR</td>
<td>ICE/DCR</td>
</tr>
<tr>
<td>ICE/Detention Compliance &amp; Removals</td>
<td>Office of Acquisition Management</td>
<td>801 I Street, NW Suite</td>
<td>Washington DC 20536</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)**

**CORRECTIONS CORPORATION OF AMERICA**

**ATTN:**

10 BURTON HILLS BLVD

NASHVILLE TN 37215

**CODE** 1597341510000

**FACILITY CODE**

<table>
<thead>
<tr>
<th>9A. AMENDMENT OF SOLICITATION NO.</th>
<th>9B. DATED (SEE ITEM 11)</th>
<th>10A. MODIFICATION OF CONTRACT/ORDER NO.</th>
<th>10B. DATED (SEE ITEM 13)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ODT-5-C-0010/</td>
<td>03/03/2010</td>
</tr>
</tbody>
</table>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers are extended. ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, one of the following methods: (a) By complying items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By delivering the amendment to each offeror. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER, IF BY VIRTUE OF THIS AMENDMENT YOU DESIRE TO CHANGE AN OFFER STEADILY SUBMITTED, SUCH CHANGE MAY BE MADE BY TELEGRAM OR LETTER, PROVIDED EACH TELEGRAM OR LETTER MAKES REFERENCE TO THE VISUALIZATION AND THIS AMENDMENT, AND IS RECEIVED PRIOR TO THE OPENING HOUR AND DATE SPECIFIED.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE:

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SUCH AS CHANGES IN PAYING OFFICE, APPROPRIATION DATE, ETC. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 52.212-4 (c).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☑ is required to sign this document and return copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter wherein feasible.)**

<table>
<thead>
<tr>
<th>DUNS Number: 159734151</th>
</tr>
</thead>
</table>

**CONTRACT ADMINISTRATION POC:**

---Invoice Approving Official: ******** 973-776---

---CO: **202-732---**

---CS: **202-732---**

The purpose of this modification is to:

Incorporate the classification "Assistant Shift Supervisor" at the hourly wage rate into contract ODT-5-C-0010. This classification and hourly wage rate was approved by the Continued ...

*Exhibit as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereafter changed, remains unchanged and in full force and effect.*

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

**16B. UNITED STATES OF AMERICA**

**16C. DATE SIGNED**

**2/21/19**

(Signature of Contracting Officer)

**STANDARD FORM 30 (REV. 10-83)**

Prepared by GSA

FAR (48 CFR) 53.243
U.S. Department of Labor, Wage and Hour Division, on December 12, 2018. The approved conformed classification and wage rate are in addition to the fringe benefits rate of [redacted] listed on Wage Determination (WD) 2013-0122 (Rev.1), dated July 19, 2013. This WD is applicable to contract number ODT-5-C-0010 for detention services at Elizabeth Detention Center in Elizabeth, Union County, New Jersey. The approved conformed classification and wage rate are retroactive to the commencement date of the contract for the option exercised on September 1, 2016.

The services to be performed by contractor personnel to whom the classification "Assistant Shift Supervisor" is applicable under this contract shall apply to the services performed under the following contract line item numbers (CLINs) for the requirement "Detention Services":

Option Period Three: CLINs 3001 and 3002
Option Period Four: CLINs 4001 and 4002
Option Period Five: CLINs 5001 and 5002

All other terms and conditions of this contract remain unchanged.

Exempt Action: Y Sensitive Award: PII
Period of Performance: 07/01/2005 to 08/31/2019
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. P00045

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite 800
WASHINGTON DC 20536

7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, suite 800
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CORECIVIC INC
ATTN: [Redacted]
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION OF CONTRACT/ORDER NO.

11. DATED (See Item 11)

12. DATE DATED (See Item 13)

03/03/2010

13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning the copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE TO ACKNOWLEDGE RECEIVED AMENDMENT MAY RESULT IN REJECTION OF YOUR OFFER.

The place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151

CONTRACT ADMINISTRATION POC: --Invoice Approving Official: 973-776

--CO: [Redacted] 202-732

--CS: [Redacted] 202-732

The purpose of this modification is to:

1) To exercise Option Period 10 and extend the term of the contract from 09/01/2019 through 08/31/2020 in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

Continued ...

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. UNITED STATES OF AMERICA

16C. DATE SIGNED

8-29-19 (Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

Previous edition unusable
2) To incorporate Wage Determination No.2015-4211, Revision No. 11, Dated 07/16/2019; effective 9/1/2019.

Attachment 1: WD 2015-4211 (Rev.-11)

All other terms and conditions of this contract remain unchanged.
Period of Performance: 07/01/2005 to 08/31/2020
# Amendment of Solicitation/Modification of Contract

## 1. Contract ID Code: P00046

### 2. Amendment/Modification No.
- P00046

### 3. Effective Date
- See Block 16C

### 4. Requisition/Purchase Req. No.
- ICE/DCR

### 5. Project No. (If applicable)
- ICE/DCR

### 6. Issued By
- ICE/DCR

### 7. Administered By (If other than Item 6)
- ICE/DCR

### 8. Name and Address of Contractor (No., street, county, State and ZIP Code)
- CORECIVIC INC
  - ATTN:
  - 10 BURTON HILLS BLVD
  - NASHVILLE TN 372156105

### 9. Name of Solicitation No.
- (N)

### 10. Dated (See Item 11)
- 03/03/2010

### 10A. Modification of Contract/Order No.
- ODT-5-C-00110/

### 10B. Dated (See Item 13)

## 11. This Item Only Applies to Amendments of Solicitations

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning a copy of this amendment with the offer; (b) By acknowledging receipt of the amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. Failure of your acknowledgement to be received at the time designated for receipt of offers prior to the hour and date specified may result in rejection of your offer. It is required that this amendment be sent to the procuring activity prior to the opening day and hour specified.

### 12. Accounting and Appropriation Data (If required)
- See Schedule

## 13. This Item Only Applies to Modification of Contracts/Orders. It Modifies the Contract/Order No. As Described in Item 14.

### 14. Description of Amendment/Modification

#### A. This Change Order is Issued Pursuant To: (Specify authority)
- THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

#### B. The Above Numbered Contract/Order Is Modified to Reflect the Administrative Changes (Such as Changes in Paying Office, Appropriation Data, etc.) Set Forth in Item 14, Pursuant to the Authority of FAR 43.100(b).

#### C. This Supplemental Agreement Is Entered Into Pursuant To Authority of:
- FAR 52.222-43

## 15. Date Signed
- 1/2/2020

## 16. Name and Title of Contracting Officer
- Vice President

## 17. United States of America
- Prescribed by GSA
- FAR (48 CFR) 52.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<tbody>
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<td></td>
<td>The REA was submitted in response to increases in the following (Effective 12/1/2019):</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Previous GM/Per Diem Rate 285/</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>New GM/Per Diem Rate 285</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Previous Tier 2 Rate:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>New Tier 2 Rate:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>New Tier Rate (301+):</td>
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<td></td>
<td>New Monthly Transportation Rate:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Retroactive Payment Amount:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attachment: New Pricing Table</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All other terms and conditions of this contract remain unchanged.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Period of Performance: 07/01/2005 to 08/31/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>------------</td>
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</tr>
<tr>
<td>9001</td>
<td>Detainee Services</td>
<td></td>
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<td></td>
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<tr>
<td>9002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td></td>
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<tr>
<td>9003</td>
<td>Detention Services (Estimated) (per detainee)</td>
<td></td>
<td></td>
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<tr>
<td>9004</td>
<td>Transportation/ Additional Guard Services</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

| a. Guard Services  | Month |       |       |             |
| b. Transportation Miles (Estimated) |       |       |       |             |
| c. Additional Guard Services |       |       |       |             |
| 9005 Detainee Wages | 1 Month | $1,500.00 | $18,000.00   |
| 9006 Guard Services - Annual Expenses | Year |       |       |             |

Total Estimated Cost for Option Period Nine
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Detainee Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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<tr>
<td>1003</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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<tr>
<td>1004</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
<td></td>
</tr>
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</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Additional Guard Services</td>
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<td></td>
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<tr>
<td>1005</td>
<td>Detainee Wages</td>
<td>1</td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>1006</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
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</tbody>
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Total Estimated Cost for Option Period Ten

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit Price</th>
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</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>1101</td>
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<td>Month</td>
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<tr>
<td>1102</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<tr>
<td>1103</td>
<td>Detention Services (Estimated) (per detainee)</td>
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<td>EA</td>
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</tr>
<tr>
<td>1104</td>
<td>Transportation/ Additional Guard Services</td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

[Transportation (a) will be reimbursed on a fixed monthly basis. Transportation miles (b) are to be reimbursed at the rate specified below. Additional Guard Services (c) such as hospital stays, special ICE requests, Special Housing Unit, etc. will be reimbursed at the rate below.]

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Guard Services</td>
<td></td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Transportation Miles (Estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Additional Guard Services</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1105</td>
<td>Detainee Wages</td>
<td></td>
<td>Month</td>
<td>$1,500.00</td>
<td>$18,000.00</td>
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<tr>
<td>1106</td>
<td>Guard Services – Annual Expenses</td>
<td></td>
<td>Year</td>
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</tr>
</tbody>
</table>

**Total Estimated Cost for Option Period Eleven**
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REG. NO

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

CORECIVIC INC

ATTN

10 BURTON HILLS BLVD

NASHVILLE TN 372156105

CODE

1597341510000

FACILITY CODE

15790263

19A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ODT-5-C-00107

10B. DATED (SEE ITEM 13)

03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

☐ Bilateral - FAR 43.103(b) 3

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151

CONTRACT ADMINISTRATION POC:

--COR: [redacted]

--CO: (202) 309-...

--CS: [redacted]

The purpose of this modification is to:

To exercise Option Period 11 and to extend the term of the contract from 09/01/2020 through 08/31/2021 in accordance with FAR 52.217; Option to Extend the Term of the Contract.

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

[redacted]

15B. Correlation Code

15C. DATE SIGNED

5/08/20

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

[redacted]

16B. Correlation Code

16C. DATE SIGNED

[redacted]

(Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 52.243

NSN 75-01-000-000

Previous edition unusable
**Wage Determination will be incorporated on or about 8/31/2020 via modification**

All other terms and conditions of this contract remain unchanged.

Period of Performance: 07/01/2005 to 08/31/2021
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO: P00048

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO:

5. PROJECT NO. (if applicable):

6. ISSUED BY: CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite 616
WASHINGTON DC 20536

7. ADMINISTERED BY: CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, suite 616
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code):

CORECIVIC INC
ATTN
5501 VIRGINIA WAY STE 110
BRENTWOOD TN 37027

CODE 1597341510000

9A. AMENDMENT OF SOLICITATION NO:

9B. DATED (SEE ITEM 11): 03/03/2010

10A. MODIFICATION OF CONTRACT/ORDER NO:

ODT-5-C-0010/0

10B. DATED (SEE ITEM 13): 03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

☐ Other Administrative Actions

E. IMPORTANT:

Contractor ☐ is not. ☐ is required to sign this document and return ___________ copies to the issuing office.

DUNS Number: 159734151

CONTRACT ADMINISTRATION POC:

--CO: [Redacted]

--CS: [Redacted]

973-776-XXXX

202-309-XXXX

202-732-XXXX

The purpose of this modification is:

To incorporate Wage Determination 2015-4211, Revision Number 13, for Option Period 11 (9/1/2020 through 8/31/2021).

Period of Performance: 07/01/2005 to 08/31/2021

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

[Redacted]

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

The purpose of this modification is to:

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 52.243
All other terms and conditions of this contract remain unchanged.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00049
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 
5. PROJECT NO. (If applicable) CODE
6. ISSUED BY ICE/DCR
7. ADMINISTERED BY ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

CORECIVIC INC
ATTN: CORECIVIC INC
5501 VIRGINIA WAY STE 110
BRENTWOOD TN 37027-7684

CODE 1597341510000
FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-00107

10B. DATED (SEE ITEM 13) 03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

☐ Other Administrative Actions

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151
CONTRACT ADMINISTRATION POC:
--COR: ☐ ☐
--CO: ☐ ☐
--CS: ☐ ☐

The purpose of this modification is to:


Period of Performance: 07/01/2005 to 08/31/2021
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15. NAME AND TITLE OF SIGNER (Type or print)

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ❌
All other terms and conditions of this contract remain unchanged.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

P00050

OCCURRENCE OF AMENDMENT/MODIFICATION NO. 7

2A. AMENDMENT/MODIFICATION NO.

See Block 16C

6A. AMENDMENT/MODIFICATION NO.

U.S. Immigration and Customs Enforcement
Office of Acquisition Management
801 I ST NW, RM
WASHINGTON DC 20536

7A. ADMINISTERED BY

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, suite
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

CORECIVIC INC
ATTN CORECIVIC INC
5501 VIRGINIA WAY STE 110
BRENTWOOD TN 370277684

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ODT-5-C-0010 /

10B. DATED (SEE ITEM 13)

03/03/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(c).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

X FAR 52.222-43

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151

CONTRACT ADMINISTRATION POC:

--COR: 973-776-
--CO: 202-309-
--CS: 202-732-

The purpose of this modification is to address the Request for Equitable Adjustment (REA) submitted by CoreCivic on October 21, 2020 in compliance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts).

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

[Redacted]

15B. CONTRACTING OFFICER (Type or print)

[Redacted]

15C. DATE SIGNED

2/25/2021

16A. UNITED STATES OF AMERICA

16B. DATE SIGNED

[Redacted]

STANDARD FORM 30 (REV. 10-83)
Prepared by GSA
FAR (48 CFR) 52.243
The REA was submitted in response to increases in the annual amount of [REDACTED] be recovered by increasing the fixed monthly payment by [REDACTED] for Detainee Services (Effective September 1, 2020):

See attachment "Elizabeth updated pricing " for Option CLIN breakdown

Previous GM/Per Diem Rate 285/.. [REDACTED]
New GM/Per Diem Rate 285/.. [REDACTED]
Previous Tier 2 Per Diem Rate: 286-300/.. [REDACTED]
New Tier 2 Per Diem Rate: 286-300/.. [REDACTED]
Previous Tier 3 Per Diem Rate: 301+/.. [REDACTED]
New Tier 3 Per Diem Rate: 301+/.. [REDACTED]

Period of Performance: 07/01/2005 to 08/31/2021
All other terms and conditions of this contract remain unchanged.