



(table continued from previous page)

40. Written policy provides that persons injured in an incident receive immediate medical attention (3-JDF-3A-28).					
41. Firearms are not permitted in facilities except in emergency situations (3-JDF-3A-29).					
42. Written policy restricts the use of physical force to justifiable instances only, such as for self defense or protection of others (3-JDF-3A-30).					
43. Written policy specifies the facility's fire prevention regulations and practices (3-JDF-3B-01).					
44. Written policy requires a comprehensive monthly compliance inspection of the facility by a qualified fire and safety officer (3-JDF-3B-02).					
45. Specifications for selecting and purchasing facility furnishings indicate their fire safety performance requirements (3-JDF-3B-03).					
46. Facilities have noncombustible receptacles for smoking materials, and separate containers for other combustible refuse (3-JDF-3B-04).					
47. Written policy governs the control and use of all flammable, toxic, and caustic materials (3-JDF-3B-05).					
INS Secure Juvenile Standards Checklist	Rating 1–5: 1=in compliance; 2=not in compliance; 3= exception noted; 4=staff information; 5=confirmed				
C. Institutional Operations—Cont. (part III of JDF manual)	1	2	3	4	5
48. Written policy requires a communications system within the facility and between it and the community for emergency situations (3-JDF-3B-07).					
49. The facility has a certified evacuation plan for major emergencies (3-JDF-3B-10).					
50. All facility personnel are trained in implementing written emergency plans (3-JDF-3B-11).					
51. Written policy specifies juveniles' immediate release in case of emergency, with a backup system in place (3-JDF-3B-12).					

52. There are written procedures governing escapes that are reviewed at least annually and updated as needed (3-JDF-3B-13).	
53. Written rules of juvenile conduct specify prohibited acts within the facility and penalties for various degrees of violation (3-JDF-3C-02).	
54. A rulebook of all chargeable offenses and consequences is given to each juvenile and staff member, in other languages as necessary (3-JDF-3C-03).	
55. Written policy requires that juveniles are told the reasons behind imposed restrictions, and get an opportunity to explain themselves (3-JDF-3C-06).	
56. During room restriction, staff contact is made with the juvenile at least every 15 minutes, depending on his/her emotional state (3-JDF-3C-07).	
57. Written policy specifies room restriction for minor misbehavior only as a "cooling off" period, to last from 15 to 60 minutes (3-JDF-3C-08).	
58. Written policy provides that juveniles who commit criminal acts are referred to appropriate court or law enforcement officials (3-JDF-3C-09).	
59. A juvenile charged with a major rule violation, e.g., that imperils personal or another's safety, may be confined for up to 24 hours (3-JDF-3C-11).	
60. Written policy ensures the right of juveniles to have access to courts (3-JDF-3D-01).	
61. Written policy ensures and facilitates juvenile access to counsel and assists juveniles in making confidential contact with attorneys (3-JDF-3D-02).	
62. Written policy protects juveniles from abuse, corporeal punishment, personal injury, disease, property damage, and harassment (3-JDF-3D-06).	
63. A written grievance procedure is made available to all juveniles that includes at least one level of appeal (3-JDF-3D-08).	
64. Written policy provides special management for juveniles with serious behavior problems and for those requiring protective care (3-JDF-3E-01).	
65. The facility administrator/shift supervisor can order immediate placement in a special location to protect juveniles from self or others (3-JDF-3E-02).	
66. The facility's sanctioning schedule sets a maximum of 5 days' disciplinary confinement for any offense, unless superseded by law (3-JDF-3E-03).	
67. Juveniles placed in confinement are visually checked by staff every 15 minutes and are visited each day by the appropriate units (3-JDF-3E-04).	

68. Written policy specifies that confined juveniles have living conditions and privileges similar to those for the general population (3-JDF-3E-05).					
D. Facility Services (Part IV of JDF manual)	1	2	3	4	5
69. It is documented that the facility's system of dietary allowances is reviewed at least monthly by a dietitian for proper compliance (3-JDF-4A-03).					
70. Written policy requires that food service staff plan out menus and stick to them, taking into account food appearance and palatability (3-JDF-4A-04).					
71. Written policy provides for specially prescribed diets (3-JDF-4A-06).					
INS Secure Juvenile Standards Checklist	Rating 1–5: 1=in compliance; 2=not in compliance; 3= exception noted; 4=staff information; 5=confirmed				
D. Facility Services—Cont. (Part IV of JDF manual)	1	2	3	4	5
72. Written policy precludes the use of food as a disciplinary measure (3-JDF-4A-07).					
73. Written policy specifies that food services comply with applicable sanitation and health codes (3-JDF-4A-09).					
74. Shelved and refrigerated goods are maintained at the appropriate prescribed temperatures for each (3-JDF-4A-11).					
75. Written policy provides that staff members supervise juveniles during meals (3-JDF-4A-12).					
76. Written policy requires 3 meals a day, 2 of them hot, at regular meal times, with fewer than 14 hours between dinner and breakfast (3-JDF-4A-13).					
77. Written policy provides for adequate health protection for all juveniles and staff in the facility and working in food service (3-JDF-4A-14).					
78. Written policy requires weekly sanitation inspections of all facility areas (3-JDF-4B-01).					
79. The facility administration complies with applicable sanitation codes (3-JDF-4B-02).					
80. An independent, outside source has approved the institution's potable water source and supply (3-JDF-4B-03).					
81. The institution has an approved waste disposal system (3-JDF-4B-04).					

82. Written policy provides for vermin and pest control (3-JDF-4B-05).	
83. Written policy specifies accountability for clothing and bedding issued to juveniles (3-JDF-4B-08).	
84. Juveniles are afforded 3 complete sets of clean clothing per week (3-JDF-4B-10).	
85. Written policy requires the facility to thoroughly clean and disinfect, as necessary, juvenile personal clothing being stored or worn (3-JDF-4B-11).	
86. Written policy provides for the issue of complete clean bedding and linen sets, with sufficient blankets for temperature comfort (3-JDF-4B-12).	
87. Written policy provides an approved shower schedule that allows daily showers and showers after strenuous exercise (3-JDF-4B-13).	
88. Written policy requires that all juveniles receive articles necessary for maintaining proper personal hygiene (3-JDF-4B-14).	
89. There are hair care services available to juveniles (3-JDF-4B-15).	
90. Written policy provides that the facility has a contracted health authority with responsibility for health care (3-JDF-4C-01).	
91. Written policy provides that a staff member accompany a juvenile needing hospitalization at least through admission (3-JDF-4C-04).	
92. Adequate space, equipment, and supplies, as determined by the responsible physician, are provided for primary health care delivery (3-JDF-4C-06).	
93. Written policy provides for unimpeded access to health care and for a system for processing health care complaints (3-JDF-4C-07).	
94. When sick call is not conducted by a physician, he/she is available once a week to answer juveniles' health care service complaints (3-JDF-4C-08).	
95. Juveniles' medical complaints are monitored and responded to daily by medically trained personnel (3-JDF-4C-09).	
96. Appropriate state and federal licensure and registration requirements apply to personnel providing health care services to juveniles (3-JDF-4C-10).	

INS Secure Juvenile Standards Checklist	Rating 1–5: 1=in compliance; 2=not in compliance; 3= exception noted; 4=staff information; 5=confirmed				
D. Facility Services—Cont. (Part IV of JDF manual)	1	2	3	4	5
97. Written policy provides that treatment by other than licensed health care personnel is performed under a physician's orders (3-JDF-4C-11).					
98. A juvenile's immunization history is obtained when the health appraisal data are collected; immunizations are updated, as required (3-JDF-4C-13).					
99. Obstetrical, gynecological, family planning, and health education services are provided in facilities housing females (3-JDF-4C-14).					
100. Written policy specifies the provision of mental health services for juveniles (3-JDF-4C-16).					
101. When facilities lack full-time, qualified health-trained personnel, a trained staff member coordinates supervised health services (3-JDF-4C-17).					
102. Written policy provides for the proper management of pharmaceuticals (3-JDF-4C-18).					
103. Psychotropic drugs and drugs requiring parenteral administration are prescribed by a physician or provider, following an exam (3-JDF-4C-19).					
104. The person administering medications has training from the responsible physician/official, is accountable for administering medications, and appropriately records their administration (3-JDF-4C-20).					
105. Written policy requires that all juveniles, upon arrival, receive thorough health screenings by qualified personnel (3-JDF-4C-21).					
106. Written policy requires that all juveniles receive thorough health screenings upon their arrival from intrasystem transfers (3-JDF-4C-23).					
107. Written policy provides for the collection and recording of health appraisal data in accordance with prescribed procedures (3-JDF-4C-24).					
108. Written policy provides for 24-hour emergency health care availability as outlined in a detailed written plan (3-JDF-4C-26).					
109. Written policy provides that personnel are trained to respond to health-related situations within 4 minutes (3-JDF-4C-27).					
110. Written policy requires that first aid kits are available (3-JDF-4C-28).					

111. Sick call for nonemergency medical service by a physician or counterpart is available to each juvenile at least 3 times a week (3-JDF-4C-29).					
112. Written policy provides for a special health program for juveniles requiring close medical supervision (3-JDF-4C-30).					
113. Chronic care, convalescent care, and medical preventive maintenance are provided to juveniles when medically indicated (3-JDF-4C-31).					
114. There is a written agreement between the facility and a nearby hospital for all medical services that cannot be provided at the facility (3-JDF-4C-33).					
115. A written suicide and intervention program is reviewed and approved by a qualified medical or mental health professional (3-JDF-4C-35).					
116. Written policy specifies approved actions to be taken by employees concerning juveniles diagnosed as HIV positive (3-JDF-4C-36).					
117. Written policy addresses the management of serious and infectious diseases (3-JDF-4C-37).					
118. Written policy provides for medical examination of any employee or juvenile believed to have a communicable disease (3-JDF-4C-38).					
119. Written policy prohibits using juveniles for medical, pharmaceutical, or cosmetic experiments (3-JDF-4C-43).					
120. Stimulants, tranquilizers, or psychotropic drugs are never used for program management, control, experiment, or research purposes (3-JDF-4C-44).					
INS Secure Juvenile Standards Checklist	Rating 1–5: 1=in compliance; 2=not in compliance; 3= exception noted; 4=staff information; 5=confirmed				
D. Facility Services—Cont. (Part IV of JDF manual)	1	2	3	4	5
121. Written policy provides that juveniles' parents/guardians are promptly notified in case of serious illness, surgery, injury, or death (3-JDF-4C-45).					
122. Juveniles' health record files contain complete and proper records that are maintained in a manner approved by the health authority (3-JDF-4C-46).					
123. Written policy upholds the principle of the health record's confidentiality, and supports particular requirements (3-JDF-4C-47).					

124. Summaries or copies of a juvenile transferee's medical history records are forwarded to the receiving facility before his or her arrival (3-JDF-4C-48).					
E. Juvenile Services (Part V of JDF Manual)	1	2	3	4	5
125. Written procedures for admitting juveniles new to the system include all the required elements and steps (3-JDF-5A-02).					
126. Written policy provides that new juveniles receive written orientation materials and/or translations in their own language (3-JDF-5A-15).					
127. Written policy governs the control and safeguarding of juvenile personal property (3-JDF-5A-16).					
128. Written policy provides that staff members are available to counsel juveniles at their request, even on an emergency basis (3-JDF-5B-04).					
129. Written policy provides for juvenile access to mental health counseling and crisis intervention services, according to need (3-JDF-5B-05).					
130. There is a comprehensive education program for juveniles (3-JDF-5C-01).					
131. The educational program is supported by specialized equipment that meets minimum state education standards (3-JDF-5C-03).					
132. Juveniles are not required to work for free except as part of facility upkeep, personal hygiene, or approved training or service program (3-JDF-5C-05).					
133. Juveniles are not permitted to perform any work prohibited by state and federal regulations and statutes pertaining to child labor (3-JDF-5C-06).					
134. Library services are provided and available to all juveniles (3-JDF-5D-03).					
135. Written policy provides a recreation-leisure plan that daily allows at least 1 hour each for large muscle and structured leisure activities (3-JDF-5E-04).					
136. Written policy allows juveniles to practice the tenets of their religions, limited only by a documented threat to safety or order (3-JDF-5F-03).					
137. Written policy for juveniles' correspondence is made available to all staff and juveniles, is reviewed annually, and updated as needed (3-JDF-5G-01).					
138. There is no limit on the volume of letters a juvenile may send or receive, when he/she bears the mailing cost (3-JDF-5G-02).					
139. Written policy provides that indigent juveniles, as defined in policy, receive a specified postage allowance to maintain community ties (3-JDF-5G-03).					

140. Written policy specifies that juveniles are permitted to send sealed letters to a specified class of persons and organizations (3-JDF-5G-04).					
141. Written policy grants juveniles the right to communicate/ correspond freely, limited only by preservation of facility security and order (3-JDF-5G-05).					
142. Written policy provides that all juveniles' mail—incoming and outgoing— may be opened and inspected for contraband (3-JDF-5G-07).					
143. Written policy requires that all cash received in the mail is held for the juvenile under procedures approved by the parent agency (3-JDF-5G-08).					
144. Written policy requires that incoming and outgoing letters are held for no more than 24 hours, and packages no more than 48 hours (3-JDF-5G-09).					
INS Secure Juvenile Standards Checklist	Rating 1–5: 1=in compliance; 2=not in compliance; 3= exception noted; 4=staff information; 5=confirmed				
E. Juvenile Services—Cont. (Part V of JDF manual)	1	2	3	4	5
145. Written policy provides for the forwarding of first class letters and packages after transfer or release (3-JDF-5G-10).					
146. Written policy provides for juvenile access to the telephone to make and receive personal calls (3-JDF-5G-11).					
147. Written policy grants juveniles the right to receive visits, limited only by the need to maintain facility order and security (3-JDF-5G-12).					
148. Written policy provides that juvenile visiting facilities permit informal communication, including opportunity for physical contact (3-JDF-5G-13).					
149. Written policy governs special visits (3-JDF-5G-14).					
150. Written policy specifies that visitors register on entry and states the circumstances governing visitor searches and supervision (3-JDF-5G-15).					
151. Written procedures for releasing juveniles include several verification processes and other checks (3-JDF-5H-02).					
152. Written policy provides for and governs escorted and unescorted day leaves into the community (3-JDF-5H-07).					

6. Transportation Requirements

INS Officers transporting juveniles must adhere to the guidelines contained in the Flores Agreement, which are summarized below. For detailed standards governing the escorting of persons in INS custody, refer to the official guideline, "Enforcement Standard Escorts," released February 5, 1998. For detailed standards describing the policy for using restraints when transporting people in INS custody, refer to the INS guideline "Enforcement Standard, Use of Restraints," released February 5, 1998. General guidelines governing the transportation and transfer of juveniles are provided below.

6.1 Transportation and Transfer of Juveniles

6.1.1 Do not transport juveniles with detained adults unless:

- juveniles are being transported from the place of arrest or apprehension to an INS office; or
- separate transportation would be impractical (but then the juvenile must be kept separate, with precautions taken for his or her safety). Unaccompanied juveniles will be separated from unrelated adult males by separate passenger compartments or by an empty row of seats.

6.1.2 Upon release, the INS will-without undue delay-assist juveniles in making transportation arrangements to the INS office nearest the person or facility they are being released to. The INS may, at its discretion, pay for or provide such transportation.

6.1.3 Juveniles must be transported with their legal papers and possessions unless possessions exceed the amount normally permitted by the carrier, in which case possessions must be shipped in a timely manner to the juvenile.

6.1.4 If a juvenile is represented by counsel, that counsel must be notified prior to transfer unless the safety of the juvenile is at issue, the juvenile is an escape risk, or counsel has waived notice. In any case, counsel must be notified within 24 hours following transfer.

6.1.5 Escorting Officers have the responsibility to determine the need and level of restraints used at any time while escorting a detainee. When an Officer determines that conditions warrant the use of restraints for members of a family unit, females, or juveniles, the Officer must be able to explain the conditions that require the restraints. Only the minimum degree of restraint needed to ensure the safety of the officer, the detainee, and the public, or to prevent escape, will be used. Females, juveniles, or family units traveling in unsecured vehicles will be placed in seat belts, and may be restrained as appropriate. Additional restraints beyond handcuffs are permitted in secured vehicles, based on explainable factors.

6.1.6 Regardless of whether restraints are used or the level of restraints, no juvenile will be transported without the assigned Officer conducting his or her own search of the juvenile for contraband.

6.2 Escorting Juveniles on JPATS and Commercial Aircraft

6.2.1 JPATS. Juveniles transported on Justice Prisoner and Alien Transportation System (JPATS) aircraft and vehicles are subject to the policies and stipulations found in the JPATS Prisoner Transportation Manual. Officers should consult that reference for instructions regarding the use of escorts on JPATS aircraft.

6.2.2 If an escorted juvenile presents a risk to the escorts or the public, and a suitable itinerary using a third country that permits the use of restraints cannot be arranged, JPATS will be contacted to arrange for either a government or charter aircraft. If JPATS cannot accommodate the removal, HQ Field Operations will be

contacted for guidance or authorization to use other means of transportation.

6.2.3 Commercial Aircraft. Personnel assigned to make reservations to transport juveniles on scheduled commercial aircraft will normally advise the airline(s) 1 day before the anticipated flight of the intent to transport a detainee under a law enforcement officer's control. Persons making reservations will notify the carrier or agent accepting the reservation of each traveler's escort classification. In accordance with Federal Aviation Administration (FAA) regulations (14 C.F.R. 108), under no circumstances, exigent or otherwise, will this notification take place less than 1 hour prior to the flight.

6.2.4 In addition to properly assigning escorts according to the classification system in "Enforcement Standard, Escorts" (February 5, 1998), the following also applies when escorting juveniles on commercial aircraft:

- Criminal juveniles should be escorted consistent with the classification criteria for adults with the same background.
- Noncriminal juveniles may be escorted by certain designated non-INS personnel under contract or interagency agreement with the INS in place of INS Officers. Although escort by INS Officers is preferred, contract personnel may be used at the District Director's discretion.

Note: Agencies under contract or interagency agreement with the INS that are handling noncriminal juveniles do not have authority to restrain such juveniles. INS personnel will remove restraints prior to surrendering juveniles to such agencies. Detainees received from such agencies may be restrained by INS Officers according to policy.

- All FAA regulations pertaining to transporting "maximum risk" individuals in custody of law enforcement officers will be observed.
- When making travel arrangements, reasonable efforts must be made to observe individual airline policies regarding the transporting of detainees.
- There must be one escort of the same sex per juvenile.

6.3 Medical Escorts and Precautions Taken from Enforcement Standard, "Escorts," VI E-F, 2/5/98.o

6.3.1 When a juvenile requires a medical escort, a medical professional will escort him or her with a minimum of two INS Officers. During transport, the medical escort will sit as close to the juvenile alien and INS escort officers as possible. At no time will the medical escort assume security responsibilities for the juvenile while in the air or on the ground.

6.3.2 Only a medical professional may provide juveniles with prescription medication for the treatment of diagnosed illnesses, e.g., heart ailments, depression, or other conditions. Under no circumstances will detainees be medicated solely to facilitate transport.⁹ The medical escort is responsible for the disposition of medication and related equipment.

6.3.3 In all cases, juveniles will be accompanied by up-to-date copies of their medical records, which will be carried in a sealed envelope or folder, clearly marked "Medical Records, To Be Opened By Authorized Medical Personnel Only." Detainees will be accompanied by medical supplies and medication sufficient for the trip, plus at least 3 days.

6.3.4 Do not transport detainees who have not been medically screened on commercial aircraft. Those transported on JPATS are subject to stipulations found in the JPATS Prisoner Transport Manual.

6.3.5 Officers should be alert for symptoms such as coughing, fever, sweating, and emaciation, in addition to obviously open wounds or bleeding. If an Officer suspects that a juvenile alien may be infected with a contagious disease, the following precautions should be taken:

- transport the juvenile in a separate vehicle from others;
- place a surgical mask on the juvenile;¹⁰ and
- seat the juvenile in the rear of the vehicle, next to an open window to provide as much ventilation as possible.

7. Legal Requirements-Representation

This section clarifies attorney-client privileges and other items contained in the Flores Agreement.

7.1 Notice of Right to Bond Redetermination and Judicial Review of Placement

7.1.1 Juveniles in removal proceedings under Section 240 of the Immigration and Naturalization Act will be afforded a bond redetermination hearing before an Immigration Judge, unless the juvenile refuses and indicates the refusal on the "Notice of Custody Determination" form.

Note: A juvenile may only be released to a qualified sponsor (see Section 2.4, "Release").

7.1.2 Juveniles not released under the above condition shall be provided the following:

- INS Form I-770;
- a list of free legal services providers compiled according to INS regulations (unless previously given to the juvenile); and
- a Notice of Right to Judicial Review (see Attachment 1, Flores Agreement, Exhibit 6).

Any juvenile who disagrees with the INS' placement decision (for facility) or who asserts that the licensed program does not meet the Minimum Standards for Licensed Programs (Exhibit 1 of Flores Agreement) may seek judicial review in Federal district court to challenge placement or allege noncompliance. The court will be limited to entering an order affecting only that juvenile.

7.2 Attorney-Client Visits Under Flores

7.2.1 As plaintiff's counsel, staff attorneys from the Center for Human Rights and Constitutional Law, Los Angeles, California, or the National Center for Youth Law of San Francisco may visit juveniles if, prior to their visit, they show proper identification. Plaintiff's counsel must always provide a Notice of Appearance with the INS before any attorney-client meeting. This notice must be submitted to the Local INS or District Juvenile Coordinator by hand or mail, and to the facility by hand upon arrival. Other lawyers for the Flores plaintiff class may also visit juveniles if they are on the list of approved lawyers available from the District Juvenile Coordinator. (Every 6 months, plaintiff's counsel will provide the INS with a list of attorneys planning to make such visits during the following 6 months). Attorney-client visits shall be permitted in ALL INS and non-INS facilities.

7.2.2 All visits will take place according to the applicable policies and procedures for attorney-client visits at each individual facility. This provision does not limit visits by other attorneys.

7.2.3 The facility's staff must provide plaintiff's counsel, upon arrival, with a list of names and alien registration numbers for the juveniles housed at that facility.

7.2.4 The juvenile may refuse to meet with the attorney, and the juvenile's parents or legal guardian may deny plaintiff's counsel permission to meet the juvenile.

7.3 Attorney Visits to Licensed Facilities Under Flores

7.3.1 Facility visits are to be conducted according to the generally accepted policies and procedures of the facility to the extent that those policies and procedures are consistent with Exhibit 4 of the Flores Agreement (Attachment 1) summarized below: The purpose of facility visits is to interview class members and staff and to observe conditions at the facility.

- Visits will be scheduled at least 7 business days in advance. Visitor names, positions, credentials, and professional associations must be provided at that time.
- All visits with class members must take place during normal business hours.
- No video recording equipment or cameras of any type shall be permitted.
- Audio recording equipment will be limited to hand-held tape recorders.
- Number of visitors will not exceed six; or for family foster homes, four-including interpreters. Up to two of these visitors may be non-attorney experts in juvenile justice and/or child welfare.
- Visit will not exceed 3 hours per day and will not disrupt the routine followed by the juveniles and staff.

7.3.2 Plaintiff's counsel may request access to any licensed facility or to any medium or secure facility. The request must be submitted by hand or by mail to the Local INS or District Juvenile Coordinator.

7.3.3 The District Juvenile Coordinator will provide reasonable assistance in conveying the request to the facility and coordinating the visit.

7.3.4 Plaintiff's counsel must treat juveniles and staff with respect and dignity, and the facility's normal functioning must not be disrupted.

7.4 Attorney-Client Representation

7.4.1 A Notice of Appearance of Attorney (INS Form G-28) must be on file for each juvenile represented by counsel and maintained in the juvenile's A-file.

7.4.2 Attorneys should be allowed reasonable access to all juveniles they represent.

7.4.3 The Arresting Officer must provide all juveniles with specific information regarding the availability of

free legal assistance and advise each juvenile of the right to be represented by counsel at no expense to the government and of the right to a hearing before an Immigration Judge. This process is to be repeated by the Local or District Juvenile Coordinator upon the juvenile's placement in the facility.

7.4.4 Paralegals (individuals who work under the direction and supervision of an attorney to aid them in representing their clients) may interview juveniles, complete forms, and deliver papers without the attorney being present. The paralegal does not represent the juvenile before the INS. Each paralegal must present a letter from the employer/attorney identifying him or her and stating that s/he is employed and supervised by the attorney.

7.4.5 Messengers or other persons not certified as paralegals will be permitted only to deliver or convey documents, forms, etc., to and from the facility, and may not interview or come into contact with juveniles.

7.4.6 Attorneys representing juveniles in foster care have the same right of access to these clients as with any other juvenile client. The facility will provide juveniles with access to their attorneys or their representatives and will honor the privileged nature of the client/attorney contact, recognizing that appointments are to be at times mutually agreed upon by the juvenile and the foster parent.

7.4.7 Juvenile facilities shall have established visiting hours that allow attorneys ample opportunity to meet with their clients. However, the hours shall not compromise security or unduly interfere with the normal and necessary routines of the program. Facilities must provide space that allows confidentiality between attorneys and clients.

7.4.8 Facility staff may visually observe all conversations between juveniles and their attorneys but may not in any way record or listen to conversations.

8. Escapes and Other Emergency Incidents

8.1 Juvenile Escapes

Dealing with escapes is a critical issue for anyone with responsibility for juvenile aliens being detained by the INS in secure or nonsecure facilities. It is therefore important to learn and follow the procedures outlined in this chapter to fulfill all aspects of your prescribed role, whether you are acting as a Regional or District Juvenile Coordinator, INS Officer, or Headquarters personnel. All escapes will be treated in the same manner, regardless of who had custody of the alien at the time of the escape.p Memo from William R. Yates, Eastern Regional Director, on "Escape Reporting Procedures," 8/3/98.p First and foremost, when an escape occurs, immediate efforts should be made to locate the juvenile alien.

8.1.1 The District Juvenile Coordinator must ensure that facility staff know what to do when a juvenile absconds from a facility (medium or secure detention, shelter care, group home, or foster care). The staff person reporting the unauthorized absence must call the local INS Office and local law enforcement authorities and provide the following information:

- physical description of juvenile;
- name and alien registration number of juvenile;
- time of incident;
- what occurred;
- any calls or other contacts;
- name, address, and phone number of family;

- information regarding unusual behavior; and
- any reasons to believe that the departure was involuntary.

The District Juvenile Coordinator notifies the attorney of record and the Regional Juvenile Coordinator. In addition, the District Juvenile Coordinator should verify that local law enforcement has been notified and that all the above information was provided.

8.1.2 When a juvenile absconds from a facility (medium or secure detention, shelter care, group home, or foster care), the local INS Office should handle the matter as a reportable "incident," and the Supervisor involved should telephone the respective Regional Juvenile Coordinator in DDP and the INS Command Center within 24 hours of discovery of the escape. All escapes involving juveniles must also be reported to the National Juvenile Coordinator at HQOPS. The following then occurs: The regional office assigns an escape number. All future correspondence about the escape will reference the assigned escape report number.

8.1.3 To start the escape investigation, the District Director or Chief Patrol Agent will determine which section (e.g., INV, DDP, etc.) will conduct the inquiry. While the extent of the investigation will depend on the nature of the escape, it must include the following:

- the cause of the escape;
- whether proper custody procedures were followed;
- what law enforcement authorities were notified;
- what attempts were made to apprehend the alien; and
- recommendation for corrective or disciplinary action, if necessary.

8.1.4 If the Investigating Officer determines the escape to be a result of complicity with the escorting officer or contract guard, or if evidence exists of legal impropriety, the Office of the Inspector General must be notified and the report so noted.¹¹

8.1.5 In the case of a juvenile escape from INS custody following arrest or conviction for a criminal violation-whether felonious or misdemeanor and/or before the sentence is up (if the juvenile alien is paroled)-report the escape to the nearest office of the U.S. Marshals Service within 1 hour of the discovery. A detailed report must be submitted to the Regional Juvenile Coordinator or his or her designee in DDP and to the Regional Director within 48 hours.

8.1.6 The Investigating Officer must prepare a full written report on the escape, which will include the results of the investigation, along with the following:^q This information on required report content is taken from a 5/25/82 memo from J.F. Salgado, Associate Commissioner, Enforcement, on "Escape Analysis and Reporting Procedures."^q

- Memoranda detailing the escape from the officers or contract guards involved.
- Memoranda of review by the District Director or Chief Patrol Agent, including any interview reviews by first or second line supervisors. In each case, the District Director or Chief Patrol Agent will determine whether the proper procedures were observed and if disciplinary action or further investigation is warranted. Any remedial action taken by those field officials will be spelled out.
- A transmittal memo from the Regional Office of Enforcement to HQDDP via HQENF, setting forth agreement or disagreement with actions taken.

Normally, the completed written report should be transmitted from the Regional Office of Enforcement to Headquarters within 30 days of the escape. If any ongoing investigation precludes meeting that timetable, an interim report shall be forwarded with appropriate explanation.

8.1.7 Any juvenile who is apprehended after escaping from a foster care home, shelter, or any other INS custody will be placed in a secure juvenile detention facility.^r From a 12/4/95 memo, "Instructions for the Detention, Placement, and Release of Chinese Juveniles," to Regional and District Directors, from the Office of Deputy Commissioner.^rAll INS field offices must devote the needed resources to investigate and follow up on all leads in a timely manner.

8.1.8 In cases of escape by Chinese or Indian juvenile aliens from secure or nonsecure facilities, the steps outlined above must be followed. In addition, the procedures found in Section 3, "Special Issues and Special Populations," must also be followed.

8.2 Proceeding with Removal Hearings

8.2.1 For juveniles who have escaped, the removal hearing should proceed and an Order in Abstentia obtained that is consistent with the requirements of Section 242B(c) of the Immigration and Nationality Act.^s From a 10/4/95 telegraphic message from Joan Higgins, Assistant Commissioner, Detention and Deportation.
s

9. Medical Issues

9.1 Required Medical and Health-Related Services

9.1.1 According to the Flores Agreement, all facilities used by the INS must provide appropriate routine medical and dental care, family planning services, and emergency health care services, including a complete medical examination within 48 hours of admission. This requirement excludes weekends and holidays, unless the juvenile was recently examined at another facility. The medical examination should include, at minimum, the following:

- screening for infectious diseases;
- appropriate immunizations in accordance with the U.S. Public Health Service Center for Disease Control;
- administration of prescribed medications and special diets; and
- appropriate mental health interventions when necessary.

9.1.2 Refer to Section 5 of this manual, "Inspection Standards for Juvenile Shelter Care and Secure Juvenile Detention Facilities," for a thorough discussion of medical and health-related services requirements for both juvenile shelter care and medium-secure/secure detention facilities.

ATTACHMENTS

Attachment 1 Jenny Lisette Flores, et al. v. Janet Reno

Jenny Lisette Flores, et al.
v.

Janet Reno

Stipulated Settlement Agreement

8/12/96

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JENNY LISETTE FLORES, et al.,)	Case No. CV 85-4544-RJK(Px)
)	
Plaintiffs,)	Stipulated Settlement

) **Agreement**
 v.)
)
)
)
)
)
)

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of the United States, et al.,
Defendants.

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STIPULATED SETTLEMENT AGREEMENT

WHEREAS, Plaintiffs have filed this action against Defendants, challenging, inter alia, the constitutionality of Defendants' policies, practices and regulations regarding the detention and release of unaccompanied minors taken into the custody of the Immigration and Naturalization Service (INS) in the Western Region; and

WHEREAS, the district court has certified this case as a class action on behalf of all minors apprehended by the INS in the Western Region of the United States; and

WHEREAS, this litigation has been pending for nine (9) years, all parties have conducted extensive discovery, and the United States Supreme Court has upheld the constitutionality of the challenged INS regulations on their face and has remanded for further proceedings consistent with its opinion; and

WHEREAS, on November 30, 1987, the parties reached a settlement agreement requiring that minors in

INS custody in the Western Region be housed in facilities meeting certain standards, including state standards for the housing and care of dependent children, and Plaintiffs' motion to enforce compliance with that settlement is currently pending before the court; and

WHEREAS, a trial in this case would be complex, lengthy and costly to all parties concerned, and the decision of the district court would be subject to appeal by the losing parties with the final outcome uncertain; and

WHEREAS, the parties believe that settlement of this action is in their best interests and best serves the interests of justice by avoiding a complex, lengthy and costly trial, and subsequent appeals, which could last several more years;

NOW, THEREFORE, Plaintiffs and Defendants enter into this Stipulated Settlement Agreement (the Agreement), stipulate that it constitutes a full and complete resolution of the issues raised in this action, and agree to the following:

I DEFINITIONS

As used throughout this Agreement, the following definitions shall apply:

1. The term "party" or "parties" shall apply to Defendants and Plaintiffs. As the term applies to Defendants, it shall include their agents, employees, contractors and/or successors in office. As the term applies to Plaintiffs, it shall include all class members.

2. The term "Plaintiff" or "Plaintiffs" shall apply to the named plaintiffs and all class members.

3. The term "class member" or "class members" shall apply to the persons defined in Paragraph 10 below.

4. The term "minor" shall apply to any person under the age of eighteen (18) years who is detained in the legal custody of the INS. This Agreement shall cease to apply to any person who has reached the age of eighteen years. The term "minor" shall not include an emancipated minor or an individual who has been incarcerated due to a conviction for a criminal offense as an adult. The INS shall treat all persons who are under the age of eighteen but not included within the definition of "minor" as adults for all purposes, including release on bond or recognizance.

5. The term "emancipated minor" shall refer to any minor who has been determined to be emancipated in an appropriate state judicial proceeding.

6. The term "licensed program" shall refer to any program, agency or organization that is licensed by an appropriate State agency to provide residential, group, or foster care services for dependent children, including a program operating group homes, foster homes, or facilities for special needs minors. A licensed program must also meet those standards for licensed programs set forth in Exhibit 1 attached hereto. All homes and facilities operated by licensed programs, including facilities for special needs minors, shall be non-secure as required under state law; provided, however, that a facility for special needs minors may maintain that level of security permitted under state law which is necessary for the protection of a minor or others in appropriate circumstances, e.g., cases in which a minor has drug or alcohol problems or is mentally ill. The INS shall make reasonable efforts to provide licensed placements in those geographical areas where the majority of minors are apprehended, such as southern California, southeast Texas, southern Florida and the northeast corridor.

7. The term "special needs minor" shall refer to a minor whose mental and/or physical condition requires special services and treatment by staff. A minor may have special needs due to drug or alcohol abuse, serious emotional disturbance, mental illness or retardation, or a physical condition or chronic illness that requires special services or treatment. A minor who has suffered serious neglect or abuse may be considered a minor with special needs if the minor requires special services or treatment as a result of the neglect or abuse. The INS shall assess minors to determine if they have special needs and, if so, shall place such minors, whenever possible, in licensed programs in which the INS places children without special needs, but which provide services and treatment for such special needs.

8. The term "medium security facility" shall refer to a facility that is operated by a program, agency or organization licensed by an appropriate State agency and that meets those standards set forth in Exhibit 1 attached hereto. A medium security facility is designed for minors who require close supervision but do not need placement in juvenile correctional facilities. It provides 24-hour awake supervision, custody, care, and

treatment. It maintains stricter security measures, such as intensive staff supervision, than a facility operated by a licensed program in order to control problem behavior and to prevent escape. Such a facility may have a secure perimeter but shall not be equipped internally with major restraining construction or procedures typically associated with correctional facilities.

II SCOPE OF SETTLEMENT, EFFECTIVE DATE, AND PUBLICATION

9. This Agreement sets out nationwide policy for the detention, release, and treatment of minors in the custody of the INS and shall supersede all previous INS policies that are inconsistent with the terms of this Agreement. This Agreement shall become effective upon final court approval, except that those terms of this Agreement regarding placement pursuant to Paragraph 19 shall not become effective until all contracts under the Program Announcement referenced in Paragraph 20 below are negotiated and implemented. The INS shall make its best efforts to execute these contracts within 120 days after the court's final approval of this Agreement. However, the INS will make reasonable efforts to comply with Paragraph 19 prior to full implementation of all such contracts. Once all contracts under the Program Announcement referenced in Paragraph 20 have been implemented, this Agreement shall supersede the agreement entitled Memorandum of Understanding Re: Compromise of Class Action: Conditions of Detention (hereinafter "MOU"), entered into by and between the Plaintiffs and Defendants and filed with the United States District Court for the Central District of California on November 30, 1987, and the MOU shall thereafter be null and void. However, Plaintiffs shall not institute any legal action for enforcement of the MOU for a six (6) month period commencing with the final district court approval of this Agreement, except that Plaintiffs may institute enforcement proceedings if the Defendants have engaged in serious violations of the MOU that have caused irreparable harm to a class member for which injunctive relief would be appropriate. Within 120 days of the final district court approval of this Agreement, the INS shall initiate action to publish the relevant and substantive terms of this Agreement as a Service regulation. The final regulations shall not be inconsistent with the terms of this Agreement. Within 30 days of final court approval of this Agreement, the INS shall distribute to all INS field offices and sub-offices instructions regarding the processing, treatment, and placement of juveniles. Those instructions shall include, but may not be limited to, the provisions summarizing the terms of this Agreement, attached hereto as Exhibit 2.

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