

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

SERGIO BRIZUELA,
Petitioner,

v.

JOSE FELICIANO, ET AL.,
Respondents.

CIVIL NO. 3:12CV226 (JBA)

FEBRUARY 8, 2013

**SETTLEMENT AGREEMENT AND STIPULATION OF DISMISSAL UPON
TERMINATION OF AGREEMENT**

WHEREAS, petitioner Sergio Brizuela commenced this lawsuit on February 13, 2012;

WHEREAS, the petitioner claims that the Connecticut Department of Correction ("DOC") unlawfully held the petitioner pursuant to an immigration detainer issued by U.S. Immigration and Customs Enforcement ("ICE"), and DOC denies petitioner's claims;

WHEREAS, immigration detainers are issued by ICE pursuant to 8 C.F.R. § 287.7, and respondents claim that such detainers require law enforcement agencies to maintain custody of an alien for a period up to forty-eight hours, not including weekends and federal holidays, in order for ICE to assume custody of the alien;

WHEREAS, the DOC has implemented new policies regarding detaining/releasing aliens held solely pursuant to ICE detainers, in accordance with DOC Administrative Directive 9.3, Section 11 (effective February 2, 2013) ("A.D. 9.3 ¶ 11) (previously codified as A.D. 9.3 ¶ 10 (effective April 16, 2012)), and Immigration

Detainer Detention/Release Form CN 9308 ("CN 9308"), and has been following A.D. 9.3 ¶ 11, or its predecessor ¶ 10, since April 16, 2012; and,

WHEREAS, the parties intend to resolve their dispute, without the further costs, burdens and risks of litigation, and without any adjudication of the legal issues involved in this case.

THEREFORE, the parties stipulate and agree to the following:

A. DEFINITIONS

1. "AD" means Administrative Directive of the DOC.
2. "Detainer" or "ICE Detainer" means the DHS I-247 Immigration Detainer – Notice of Action form issued pursuant to 8 C.F.R. § 287.7.
3. "DHS" means the United States Department of Homeland Security.
4. "DOC" means the Connecticut Department of Correction.
5. "Exigent circumstances" means circumstances under which the doing of an act otherwise required by this Agreement would create an unacceptable risk to the safety of any person. An act required by this Agreement may be postponed on account of exigent circumstances. Whenever an act required by this Agreement is postponed due to exigent circumstances, respondents shall attempt to resolve the exigent circumstances as soon as possible, and the act shall be performed as soon as possible after the exigent circumstances cease to exist.
6. "ICE" means United States Immigration and Customs Enforcement.
7. "ICE Detainee" means a person who is detained in a DOC facility based solely on an ICE Detainer.

8. "Legal holds" means any legal authority which requires an inmate to be incarcerated, including but not limited to a continuance mittimus, a judgment mittimus, a court order, a remand, a temporary surrender, a Special Parole mittimus, or a remand, but shall not mean a "detainer" or "ICE detainer" as defined above. After the review required by A.D. 9.3 ¶ 11 and CN 9308, if a decision is made to hold the inmate on the ICE detainer, then the ICE detainer shall be considered a legal hold for the purposes of this Agreement only. Petitioner expressly denies that an ICE detainer alone can lawfully authorize detention.

9. "OCPM" means Offender Classification and Population Management, a unit of the DOC presently located at the Walker Building, MacDougall-Walker CI, 1153 East Street South, Suffield, CT 06080. The functions of the OCPM and Director may be reorganized by the DOC and this term shall apply to any successor unit or office within the DOC designated by the Commissioner to carry out the functions of this Agreement.

B. GENERAL PROVISIONS

1. Agreement. This Settlement Agreement ("Agreement") is entered into by the parties to resolve all of the claims which were made or could have been made by petitioner Sergio Brizuela in this action, wherein the petitioner has brought a number of claims relating to his detention at the New Haven Correctional Center ("NHCC"), a facility of the DOC, and named as respondents Jose Feliciano, Warden, NHCC, and Leo C. Arnone, Commissioner of the DOC ("respondents").

2. Best interests of parties. In entering this Agreement, the parties agree and represent that this Agreement serves the best interests of the parties. The parties

further agree and represent that the terms and conditions of this Agreement do not constitute "prospective relief" within the meaning of 18 U.S.C. § 3626.

3. No admission of liability. This Agreement is not to be construed as a consent judgment or other adjudication on the merits of this litigation. The respondents deny the allegations in this lawsuit and do not admit liability. By entering into this Agreement, the respondents do not concede that their past policies and practices violate any state or federal laws, deprive any inmates or ICE Detainees of their state or federal constitutional rights, or were otherwise unlawful. Moreover, the parties do not intend to define clearly established constitutional rights of inmates by setting forth the policies and procedures herein.

4. No waiver of immunity. By entering into this Agreement, the respondents do not waive, and are not authorized to waive, the sovereign immunity of the State of Connecticut or the State's immunity from suit for monetary damages as guaranteed by the Eleventh Amendment or any other immunity defenses, including but not limited to state statutory immunity and federal common law immunity, including but not limited to qualified immunity.

5. Binding agreement. This Agreement is binding upon the petitioner, the respondents named in this lawsuit, and the respondents' successors in office, employees, and agents.

6. Effective term. Except where otherwise provided, this Agreement shall be effective for a four year period commencing February 2, 2013, and shall terminate, without any further order of the Court, four years thereafter, on February 2, 2017.

7. Continuing jurisdiction to enforce terms. The parties request, and expressly consent to the Court making “the parties’ obligation to comply with the terms of the Settlement Agreement ... part of the [Court’s] order,” pursuant to the holding in Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381 (1994). The parties agree that, after the Court issues such an order, it shall retain jurisdiction and authority to enforce this Agreement as set forth in paragraphs (B)(8) and (9) herein, and subject to the termination provisions in paragraph (C)(6). Cf. id.; Scelsa v. City University of New York, 76 F. 3d 37, 40 (2d Cir. 1996).

8. Dispute Resolution Procedure - Parties. The parties agree to the dispute resolution procedure set forth in this paragraph. No application may be made by the parties directly to the Court to enforce or vacate this Agreement absent exhaustion of the procedures set forth below, and this Agreement provides for no money damages to be sought by the parties.

a. Notice. Counsel for the party raising the dispute shall notify the opposing counsel in writing, detailing the nature of the alleged dispute and the proposed remedy, with specific reference to the enumerated paragraphs in this Agreement that are alleged to have been breached or are otherwise the subject of the dispute.

b. Conferral. The parties, through their respective counsel, shall meet and confer as soon as possible regarding the dispute and shall exchange their recommended resolution of the dispute to each other within 30 days of receipt of the claim.

c. Mediation. If the parties are unable to agree upon a recommended resolution within a reasonable time not to exceed 45 days from the date of receipt of the claim, they shall contact the appropriate magistrate judge and meet with the Court in an effort to resolve the dispute.

d. Judicial proceedings. If the parties are unable to reach a resolution through their mediation with the magistrate judge within a reasonable time and not to exceed 60 days from the initial date of contacting the magistrate, the following procedures are available to the parties:

i. In the case of an allegation of a pattern of material noncompliance with any term of this Agreement (including but not limited to the DOC ceasing to comply with a term of this Agreement on the basis of a claimed conflict as set forth in paragraph (B)(15)), the party raising the dispute may seek enforcement of the Agreement through a motion or other proceeding before the Court;

ii. In the case of an allegation that respondents have employed their discretionary authority to detain under AD 9.3 ¶ 11(A)(7) (eff. February 2, 2013) and CN 9308/2 section (G) in an excessive manner, the party raising the dispute shall have the right to vacate this Agreement and resume the underlying litigation. Petitioner may at that time take appropriate steps as may be required by the Court to restore the case to the Court's active docket, resume litigating the underlying action, and renew his pending motion for class certification. A decision on that

renewed motion will “relate back” to the date that the original class certification motion was filed, which is also the date that this action was filed. The parties agree that renewing the pending class certification motion will not constitute undue delay for purposes of preserving the subject-matter jurisdiction of the Court over this action.

e. Limitation on recourse to judicial proceedings. The parties agree that they may not proceed with a motion or other proceeding before the Court except as provided under subparagraph (d) of this paragraph. Individual, isolated instances of noncompliance with the Agreement, or of respondents employing their discretionary authority to detain under AD 9.3 ¶ 11(A)(7) (eff. February 2, 2013) and CN 9308/2 section (G) in an excessive manner shall not be sufficient grounds for a motion or other proceeding before the Court under subparagraph (d).

9. Dispute Resolution Procedure – Non-Parties. The parties agree that certain non-parties are intended beneficiaries of this Agreement and may invoke the Dispute Resolution Procedure set forth in paragraph (B)(8), subject to the limitations set forth herein.

a. ICE Detainees may invoke this procedure. The parties agree that any ICE Detainee shall have the right to invoke the Dispute Resolution Procedure during the term of this Agreement, subject to the limitations set forth herein. No other person may invoke the Dispute Resolution Procedure under this Agreement.

b. Nature of claim. The parties agree that an ICE Detainee may invoke the Dispute Resolution Procedure on only two grounds: (i) upon an allegation of a pattern of material noncompliance with any term of this Agreement (including but not limited to the DOC ceasing to comply with a term of this Agreement on the basis of a claimed conflict as set forth in paragraph (B)(15)), or (ii) upon an allegation that respondents have employed their discretionary authority to detain under AD 9.3 ¶ 11(A)(7) (eff. February 2, 2013) and CN 9308/2 section (G) in an excessive manner, subject to the limitations set forth in paragraph (B)(8)(e).

c. Procedure. An ICE Detainee making an allegation under paragraph (B)(9)(b) may invoke only the steps of the Dispute Resolution Procedure set forth in paragraph (B)(8)(a)-(c), except that an ICE Detainee making an allegation under paragraph (B)(9)(b)(i) shall also be able to invoke the step of the Dispute Resolution Procedure set forth in paragraph (B)(8)(d)(i) after exhausting the steps set forth in paragraph (B)(8)(a)-(c), subject to the limitations in paragraph (B)(8)(e). In any instance where an ICE detainee seeks to invoke any step of the Dispute Resolution Procedure, notice by the ICE Detainee must be provided to petitioner's counsel, who shall notify respondents' counsel. The ICE Detainee and counsel for all parties are entitled to participate in the conferral and mediation, should they be necessary. A non-party proceeding under this paragraph shall not have recourse to the procedure set forth in paragraph (B)(8)(d)(ii).

10. Attorney's fees. Petitioner shall not recover any attorneys' fees or costs of any kind in connection with bringing this action and negotiating this Agreement. Any entitlement to attorneys' fees for monitoring and enforcement of this Agreement shall be waived throughout the entire term of this Agreement. In the event petitioner vacates this Agreement pursuant to paragraph (B)(8)(d)(ii), however, he does not waive any right to attorneys' fees and costs in connection with any resumed litigation as provided by law.

11. Rule 71. The parties agree that they intend this Agreement, when entered by the Court, to be an "order" as described in Fed. R. Civ. P. 71. Only the petitioner named in this Agreement or a non-party ICE Detainee as defined in paragraph (A)(7) are intended to be beneficiaries of this "order," however, and only petitioner or a non-party ICE Detainee as defined in paragraph (A)(7) shall have standing to seek compliance with the terms of this Agreement, pursuant to the procedures and limitations set forth in paragraphs (B)(8) and (9). See Berger v. Heckler, 771 F.2d 1556 (2d Cir. 1985).

12. No additional rights. This Agreement does not confer any rights upon a party or ICE Detainee except as set forth in paragraphs (B)(8) and (9); (C)(2); (C)(3); and (C)(6)(c), nor does it confer, and is not intended to confer, any rights upon any other person. The parties to this Agreement expressly acknowledge that there shall be no additional third party beneficiaries to this Agreement, except as set forth herein. This Agreement, however, does not extinguish any existing rights of non-parties, including those of present or future ICE Detainees.

13. No waiver of exhaustion requirements. This Agreement in no way waives or otherwise affects, limits or modifies the obligations of inmates to comply with the exhaustion requirements of the Prison Litigation Reform Act, the administrative directives of the DOC or any current or future state or federal law governing the rights and obligations of incarcerated persons.

14. No violation of law. Nothing in this Agreement shall require or permit the respondents to violate the laws of the State of Connecticut or the United States of America, nor to violate any terms or conditions of any collective bargaining agreements to which the State of Connecticut is or becomes a party. "Laws of the State of Connecticut or the United States of America" are state and federal constitutional provisions, statutes, judicial decisions, Rules of Court and regulations of administrative agencies.

15. Conflicts. The respondents agree that at the present time they are not aware of any conflict between this Agreement and the Laws of the State of Connecticut or any presently existing collective bargaining agreements to which the State is a party. The respondent Commissioner and other policy-making officials of the DOC further agree that they will not seek any new laws or the execution of new collective bargaining agreements, or any changes or amendments to existing laws or collective bargaining agreements that would undermine the obligations undertaken in this Agreement. Nothing in this section shall affect the ability of the DOC, its officials, employees, and agents to defend litigation brought against it, to pursue all litigation options and to exhaust all appeal rights.

If, in the future, there arises a conflict between the respondents' obligations under this Agreement and any laws of the United States of America, the State of Connecticut or any collective bargaining agreement, the respondents may follow the laws of the United States, the State of Connecticut or the collective bargaining agreement, and they shall promptly notify the petitioner of the perceived conflict. However, in the event that the respondents, due to such a claimed conflict, cease compliance with any provision of this Agreement, the petitioner or an ICE Detainee may invoke the Dispute Resolution Procedure of paragraphs (B)(8) and (9), subject to the limitations set forth therein. Respondents shall continue in full compliance with all provisions of this Agreement that are not affected by the purportedly conflicting Law or collective bargaining agreement.

16. No limitation on transfer authority. Nothing in this Agreement shall be construed to limit, in any way, the authority of the Commissioner of the DOC to transfer inmates to other state or federal jurisdictions and/or to any other private prison or detention facility.

C. SPECIFIC PROVISIONS

1. Scope of Agreement. This Agreement applies only to the parties to this Agreement and to ICE Detainees as defined in paragraph (A)(7).

2. Detention/Release of an inmate who is held solely on an ICE Detainer. The respondents shall detain or release ICE Detainees in accordance with the procedures set forth in AD 9.3 ¶ 11 (eff. February 2, 2013), copy attached hereto as Appendix A, and Immigration Detainer Detention/Release Form CN 9308, copy

attached hereto as Appendix B. Respondents will hold an ICE Detainee who is subject to a prior order of removal, or who meets one of the dangerousness criteria set forth in Form CN 9308, Parts (A)-(F), unless DOC exercises its discretion to release that ICE Detainee. If an ICE Detainee is not subject to a prior order of removal and meets none of the dangerousness criteria set forth in Form CN 9308, Parts (A)-(F), then respondents shall not hold that ICE Detainee, unless the DOC exercises its discretion to detain that ICE Detainee under A.D. 9.3 ¶ 11(A)(7) and Form CN 9308, Part (G). It is the intent of the parties that the DOC will exercise its discretion under A.D. 9.3 ¶ 11(A)(7) and Form CN 9308, Part (G) to detain an ICE Detainee who is not subject to a prior order of removal and meets none of the criteria in Form CN 9308, Parts (A)-(F) only in rare circumstances.

a. Provision of ICE Detainer and Further Notice to DOC Inmates. The DOC agrees to provide any inmate in DOC custody notice as to the following:

i. Initial Notice of ICE Detainer and Rights. When the DOC receives a Detainer from ICE, the DOC shall, as soon as practicable, serve the inmate with both the Detainer and a copy of the notice, CN 9309, ("Notice") attached as Appendix C to this Agreement. Prior to serving the Notice upon the inmate, DOC staff will check the box stating that the DOC is in possession of an ICE Detainer for that inmate. The delivering staff member shall not discuss the Detainer or the Notice with the inmate. If the inmate has any questions regarding the Detainer or the Notice, the inmate shall be referred to the information on the back of the

Detainer, which includes the telephone number of the ICE Joint Intake Center, and the information in the Notice, which includes contact information for Petitioner's counsel. Once this Agreement has been filed with the Court, DOC will, as soon as practicable, provide notice to those currently in DOC custody who already have an ICE detainer and no other detainer in their file at that time.

ii. Notice of Detention Pursuant to Detainer and Rights. A copy of the Detainer shall be delivered to the inmate held solely on an ICE detainer as soon as practicable after the decision is made to hold the inmate after completing the CN 9308 screening form, together with an executed copy of the Notice. Prior to serving the Notice upon the inmate, DOC staff will check the box stating that the inmate is currently being held solely on the basis of the ICE Detainer. The delivering staff member shall not discuss the Detainer or the Notice with the inmate. If the inmate has any questions regarding the Detainer or the Notice, the inmate shall be referred to the information on the back of the Detainer, which includes the telephone number of the ICE Joint Intake Center, and the information in the Notice, which recommends contacting the inmate's attorney and also includes contact information for petitioner's counsel.

b. DOC shall implement the notice requirements of this Agreement through appropriate Administrative Directives and/or policies and procedures.

3. Data Collection and Monthly Reporting. The Director of OCPM, or another appropriate supervisor designated by the Commissioner, shall track each ICE Detainee, shall record data related to all persons against whom immigration detainers are lodged and who are reviewed pursuant to AD 9.3 ¶ 11. The Director of OCPM or another appropriate supervisor designated by the Commissioner shall maintain monthly reports of all data related to detention or release of ICE Detainees in accordance with the procedures set forth in AD 9.3 ¶ 11. DOC may redact sections of the data if necessary to preserve inmate, DOC, or ICE staff privacy. This redacted data shall be considered public record. Respondents' counsel shall provide the redacted data to petitioner's counsel in the format reflected in Appendix D on a monthly basis.

4. Periodic Audits. The Director of OCPM, or another appropriate supervisor designated by the Commissioner, shall direct that OCPM staff or other appropriate staff shall conduct periodic audits of all facilities where ICE Detainees are held for compliance with the procedures set forth in AD 9.3 ¶ 11 and this Agreement, as well as for the accuracy of the monthly reports provided by paragraph (C)(3) of this Agreement. These audits shall be in writing and shall take place no less than three times per year. Respondents' counsel shall provide copies of the audit reports to petitioner's counsel.

5. Staff Training. The DOC shall provide annual refresher training regarding this Agreement and AD 9.3 ¶ 11 to appropriate staff. All new staff who have responsibilities and duties in connection with AD 9.3 ¶ 11 shall be appropriately trained in the provisions of AD 9.3 ¶ 11 and this Agreement, prior to assuming their duties.

6. Enforcement, Modification, Termination, and Vacatur.

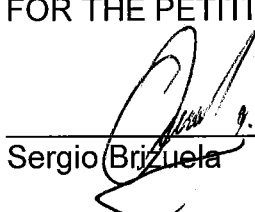
a. This Agreement shall remain in effect only for a period of four years from February 2, 2013. The Agreement, and all rights and obligations arising thereunder, shall terminate and shall no longer be enforceable on or after February 2, 2017. Upon termination, without the need for any further order of any state or federal court, all jurisdiction of any court shall end, and petitioner's claims shall be dismissed with prejudice. In the event any motions or proceedings are pending on or after February 2, 2013, the Court shall be bound to dismiss any such motions or proceedings as the court's jurisdiction shall terminate.

b. The parties agree not to unilaterally seek to modify, extend, add to, terminate, or otherwise challenge this Agreement for the duration of the four-year period that it is effective. The parties agree that this Agreement may be modified or terminated at any time only by mutual, written stipulation of the parties.

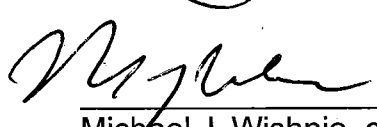
c. In the event that the DOC seeks to make any changes to A.D. 9.3 ¶ 11 with regard to ICE detainers, copies of any such proposed changes shall be provided to petitioner's counsel at least 30 days prior to any proposed implementation date for the change. If petitioner does not agree with the proposed change, petitioner may invoke the dispute resolution procedures set forth above in paragraph (B)(8)(a)-(d) of this Agreement. The DOC retains the unilateral, unreviewable discretion to change any part of A.D. 9.3 other than ¶ 11 that does not impact the ICE detainer case-by-case review process.

d. In the event that the case is restored to the Court's active docket and the underlying litigation is resumed pursuant to paragraph (B)(8)(d)(ii), all obligations under this agreement shall be null and void.

FOR THE PETITIONER SERGIO BRIZUELA


Sergio Brizuela

Date: 2/6/13


Michael J. Wishnie, ct27221

Muneer I. Ahmad, ct28109

Anne Lai, ct28707

Travis Silva, Law Student Intern

Matthew S. Vogel, Law Student Intern

Jessica Vosburgh, Law Student Intern

Mary Yanik, Law Student Intern

Date: 2/15/13

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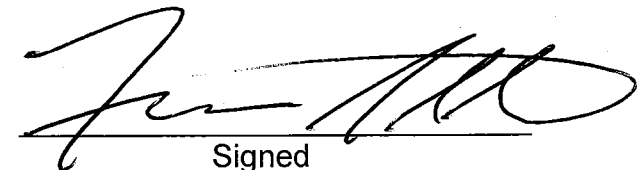
michael.wishnie@yale.edu

Counsel for Petitioner

CERTIFICATE OF TRANSLATION

I, TRAVIS SILVA, hereby certify that I am fluent in English and Spanish, that Sergio Brizuela read a true and accurate Spanish translation of the foregoing Settlement Agreement and Stipulation of Dismissal Upon Termination of Agreement, and he acknowledged having understood its meaning and expressed agreement with its terms.

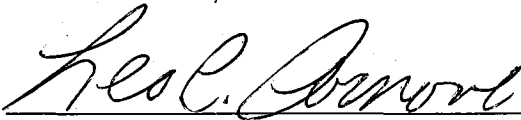
2/6/13
Date


Signed

RESPONDENTS

Jose Feliciano, Warden

Leo C. Arnone, Commissioner of Correction

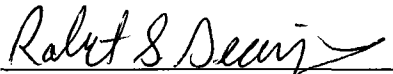


Leo C. Arnone

Date: 2-6-13

GEORGE JEPSEN

ATTORNEY GENERAL

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Assistant Attorney General

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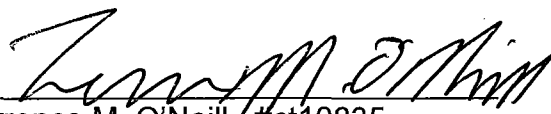
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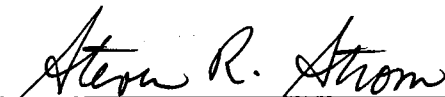
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Date: 2-6-2013

Counsel for Respondents

ORDER

The foregoing Settlement Agreement And Stipulation Of Dismissal Upon Termination Of Agreement, having been duly considered, it is hereby approved and adopted. The Court agrees to accept continuing jurisdiction to monitor, and if necessary, to enforce compliance with the terms of the Agreement, in accordance with the Stipulation of the parties, and Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381 (1994).

SO ORDERED.

Entered at New Haven, CT, this ____ day of _____, 2013.

Janet Bond Arterton
United States District Judge

Appendix A

 State of Connecticut Department of Correction ADMINISTRATIVE DIRECTIVE	Directive Number 9.3	Effective Date 02/02/2013	Page 1 of 13
Approved By  Commissioner Leo C. Arnone,	Supersedes Inmate Admissions, Transfers and Discharges, Supersedes 4/16/2012 Title Inmate Admissions, Transfers and Discharges		

1. Policy. The Department of Correction shall admit, transfer and discharge inmates in a manner consistent with accountability, safety and security. The Department shall endeavor to release inmates to suitable housing whenever possible. Further, the provisions of this directive concerning compliance with immigration detainers are intended to ensure sound use and preservation of correctional resources. Nothing in this directive reflects a conclusion or doubt with respect to the legality or propriety of any past instance of compliance with an immigration detainer. This policy with respect to immigration detainers has been promulgated solely for the purpose of internal Department of Correction guidance. It is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, that are enforceable by law by any matter, civil or criminal, nor does it place any limitations on otherwise lawful administrative prerogatives of the Department of Correction.
2. Authority and Reference.
 - A. Public Law 108-79, Prison Rape Elimination Act of 2003.
 - B. Connecticut General Statutes, Sections 7-135, 9-46a, 18-81, 18-93, 53-21, 53a-13, 53a-70, 53a-70a, 53a-70b, 53a-71, 53a-72a, 53a-72b, 54-97, 54-102g, 54-102h and 54-102r.
 - C. Administrative Directives 3.11, Gate Money; 4.2, Sentence Computation and Time Keeping; 4.2A, Risk Reduction earned Credit; 4.8, Audio/Video-Conferencing; 6.4, Transportation and Community Supervision of Inmates; 6.6, Reporting of Incidents; 6.7, Searches Conducted in Correctional Facilities; 6.10, Inmate Property; 8.1, Scope of Health Services Care; 8.5, Mental Health Services; 8.14, Suicide Prevention and Intervention; 9.1, Population Management; 9.2, Offender Classification; 9.10, Inmate Identification and Movement; 10.7, Inmate Communications; and 10.15, Inmate Personal Identification Procurement and Storage;
 - D. American Correctional Association, Standards for the Administration of Correctional Agencies, Second Edition, April 1993, Standards 2-CO-1E-02, 2-CO-4A-01 and 2-CO-4E-01.
 - E. American Correctional Association, Standards for Adult Correctional Facilities, Fourth Edition, January 2003, Standards 4-4096, 4-4103, 4-4189, 4-4285, 4-4292, 4-4335, 4-4446.
 - F. American Correctional Association, Performance-Based Standards for Adult and Local Detention Facilities, Fourth Edition, June 2004, Standards 4-ALDF-1B-06, 4-ALDF-2A-16, 4-ALDF-4C-22, 4-ALDF-5B-18, 4-ALDF-7D-19 and 4-ALDF-7D-20.
 - G. 8 Code of Federal Regulations §287.7(d)
 - H. Memorandum Of Understanding between The Connecticut Department of Correction and The Connecticut Department of Public Safety.
3. Definitions and Acronyms. For the purposes stated herein, the following definitions and acronyms apply:
 - A. Admission. The intake processing of an inmate into the legal custody of the Commissioner of Correction.
 - B. A/P. Admission and Processing.

Directive Number 9.3	Effective Date 02/02/2013	Page 2 of 13
Title Inmate Admissions, Transfers and Discharges		

- C. Audio/Video-Conference. The holding of a conference between or among people at remote locations by means of transmitted audio and/or video signals
- D. CAIT. Computer-Assisted Inmate Transfer.
- E. CSSD. Court Support Services Division.
- F. CSSD Bail Interview Staff. A representative from the Court Support Services Division, Judicial Branch, State of Connecticut.
- G. CAP. Computer-Assisted Positive Identification.
- H. CHNS. Correctional Hospital Nursing Supervisor.
- I. Closed Account. A discharged inmate's account with no balance.
- J. Commitment. The court order remanding an inmate to the legal custody of the Commissioner of Correction.
- K. CSP. Connecticut State Police.
- L. Detainer. Immigration Detainer-Notice of Action DHS Form 1-247 attachment G.
- M. DHS. Department of Homeland Security.
- N. Direct Admission Facility. A correctional facility designated to receive inmates committed by the courts. The following facilities are designated as direct admission facilities: Bridgeport Correctional Center; Corrigan-Radgowski Correctional Center; Hartford Correctional Center; Manson Youth Institution; New Haven Correctional Center; and, York Correctional Institution.
- O. Discharge. The release of an inmate from the legal custody of the Department of Correction.
- P. DNA. Deoxyribonucleic Acid.
- Q. DOC. Department of Correction.
- R. Facility. An institution of the Connecticut Department of Correction, including all correctional institutions, correctional centers and residential community service programs.
- S. Gate Money. A predetermined amount of money given to an eligible inmate upon discharge.
- T. HIV. Human Immunodeficiency Virus.
- U. ICE. U.S. Immigration and Customs Enforcement.
- V. Inmate. Any person, male or female, adult or minor, residing in a Connecticut Department of Correction facility or contracted community residential facility. This term shall include any person serving a state or federal sentence, any person admitted to await trial in any jurisdiction, and any person admitted pursuant to any other provision of law.
- W. New Admission. The initial intake of an inmate, committed by the courts, to the Department of Correction.
- X. Personal Identification. Forms of personal identification shall include, but are not limited to: a birth certificate; social security card; driver's license; non-driver identification card; state identification card; social services identification card; military identification card; passport; and Form I-551, Permanent Resident Card (i.e., green card). When approved by the Department's Security Division, CN 101503, Certified Secondary Identification Document shall also be considered a form of personal identification. Credit cards and non-official identification papers shall not be considered valid forms of identification.
- Y. Transfer. Movement of an inmate from one correctional unit to another.
- Z. TSC. U.S. DHS, Terrorist Screening Center.
- AA. TSDB. U.S. DHS, Terrorist Screening Database
- BB. Temporary Surrender. An inmate admitted to the Custody of the Department of Correction by the Connecticut State Police, a

Directive Number 9.3	Effective Date 02/02/2013	Page 3 of 13
Title Inmate Admissions, Transfers and Discharges		

Connecticut Probation Officer, a Judicial Marshal, an FBI Official or an authorized official of the United States Department of Homeland Security, but without a court order.

4. Admission Area. Each correctional facility shall have an area specifically designated for admitting, receipt processing and discharging inmates.

Each direct admission facility shall provide for the following accommodations: bathing and toilet areas; potable water; secure maintenance of inmate property; access to monitored and privileged telephone services; private screening and intake areas; and on-line booking computer terminals.

5. Admissions. Each unit shall ensure the following:

- A. Authorized Commitment. One (1) or more of the following legal commitments or official documents shall be required prior to the new admission of an inmate to a Department facility:

1. Continuance Mittimus;
2. Judgment Mittimus;
3. Remand to Custody;
4. Bench Warrant;
5. Family Matters Mittimus;
6. Capias;
7. Governor's Warrant;
8. Interstate Agreement on Detainers;
9. Temporary Surrender;
10. Immigration Detainer-Notice of Action DHS Form I-247; and,
11. *Immigration Detainer Detention/ Release Form CN 9308*.

- B. Temporary Surrenders. The Department of Correction will accept inmates on a Temporary Surrender status who have been presented by the Connecticut State Police, a Connecticut Probation Officer, a Judicial Marshal, an FBI Official or authorized Official of the United States Department of Homeland Security. The Department of Correction will take custody of an inmate who is at a local hospital on a Temporary Surrender status from the Connecticut State Police, a Connecticut Probation Officer, a Judicial Marshal, an FBI Official or an authorized Official of the United States Department of Homeland Security.

- C. Authorized Transfer. A copy of CN 9307, Inmate Overview Sheet shall be presented to the receiving facility prior to an inmate being admitted to the facility on a transfer. If CN 9307, Inmate Overview Sheet is not available, a copy of the RT-15 transfer form, RT-50 printout and a CAPI photo of the inmate shall be presented to the receiving facility prior to an inmate being admitted to the facility on a transfer.

- D. Identification. Identification of the committing agent or transporting staff member shall be established prior to admittance to the secured admitting area. Identification of each inmate shall be established prior to the admission of the inmate to the custody of the receiving correctional facility.

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1. The identification of a new admission inmate shall be verified as the inmate stated on the commitment papers.
 2. The identification of a transferred inmate shall be established as that of the inmate on the transfer form in accordance with Administrative Directive 9.10, Inmate Identification and Movement.
- E. Arresting/Transporting Officer Documentation. The arresting/transporting officer(s) shall complete Attachment A, Detainee Behavior Questionnaire (Form JD-MS-5) to document the inmate's behavior, physical condition and verbal statements while in the custody of the arresting/transporting officer(s).
- F. Search and Shower. Upon admission to a correctional facility each newly admitted or transferred inmate shall be searched in accordance with Administrative Directive 6.7, Searches Conducted in Correctional Facilities, and at a minimum, each new admission inmate, shall shower with the appropriate pediculosis control shampoo with the exception of pregnant inmates who shall be provided an alternative process of quelling by a Physician or Physician Extender.
- G. Property Inventory. Upon admission to a facility an inmate's property shall be inventoried and processed in accordance with Administrative Directive 6.10, Inmate Property.
- H. Inmate Data. Each Unit Administrator shall ensure that the CN 9301, Inmate Admission Form or RT-05A/RT-05R and CN 9306, Inmate Intake Form, are completed and/or updated within three (3) business days for each inmate admitted to the facility. The completed form and/or a hard copy of the RT-50 computer screen shall be placed in the inmate's master file. A trained staff member shall verify and update relevant computer information for each admitted inmate in accordance with Administrative Directive 4.2, Sentence Computation and Time Keeping.
- I. Health Evaluation. Prior to admission, each inmate shall be visually screened and interviewed by admitting staff to check the inmate for any obvious health problems in accordance with Administrative Directives 8.1, Scope of Health Services Care and 8.5, Mental Health Services. Custody staff shall review a newly admitted inmate's RT-74 information for any previous medical, mental health or suicide risk information and shall document such information in the "Custody Information" section of Attachment B, Intake Health Screening (HR-001). A copy of the RT-74 information shall be forwarded along with Attachment B, Intake Health Screening (HR-001). Health services staff and/or the Shift Commander shall be contacted upon discovery of any health-related problems to determine if an inmate may be refused admittance to the facility due to the problem. No new admission inmate shall be admitted if a serious health problem exists. It shall be the responsibility of the committing agent to provide treatment prior to admission.

Inmates identified with statistically high risk factors for self-harm shall be referred to the Mental Health Unit. Inmates determined to be detoxifying from drugs or alcohol, medically unstable or mentally ill shall be identified and referred to unit and treatment staff for appropriate follow-up, and shall be considered for specialized housing (i.e., inpatient hospitalization).

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Admitting staff shall be aware of any suicide risk factors or behavior and shall report the observation of any suicide factors to the health services staff and/or the Shift Commander in accordance with Administrative Directive 8.14, Suicide Prevention and Intervention. Suicide factors shall include, but are not limited to, the following:

1. First DOC incarceration;
2. Recent loss (e.g., death, divorce, etc.);
3. Auditory/visual hallucinations;
4. Recent transfer or status change;
5. Recent court disappointment;
6. Changes in personal relationships;
7. Detoxifying from drugs and/or alcohol;
8. Changes in physical condition;
9. Deteriorating health condition;
10. Statements made by the inmate;
11. Statements from family, friends or community providers;
12. Threats or perceived threats from other inmates; and,
13. Encouragement from other inmates to commit suicide.

- J. Refusal of Inmate. An inmate may be refused admission to a facility if the conditions of Section 5 of this Directive are not met. Such refusal shall be documented through the completion of CN 6601, Incident Report, with photographs, whenever possible, in accordance with Administrative Directive 6.6, Reporting of Incidents. If an inmate is being held solely on an ICE Detainer and upon completion of Immigration Detainer Detention / Release Form CN9308, it was determined the offender is not an unacceptable risk to public safety based upon the data/info provided, the inmate shall be released.
 - K. Health Intake Screening. Attachment B, Intake Health Screening (HR-001) shall be completed by a health services staff member and a custody staff member for each new admission to the Department.
 - L. Mail and Phone Regulations. A new admission inmate shall be requested to sign CN 100701, Notification and Acknowledgment for Inmates in accordance with Administrative Directive 10.7, Inmate Communications, prior to making a phone call.
 - M. Zero Tolerance Policy. Each inmate shall receive a copy of the Prison Rape Elimination Act Zero Tolerance Policy.
6. CSSD Bail Interview Staff. Inmates received and booked into Connecticut Correctional facilities on Temporary Surrender status shall be provided access to CSSD for bail interview with the exception of those Federal inmates received from the FBI or from Homeland Security . The following steps shall be completed in administering this procedure for those eligible inmates.
- A. Once the inmate has been received and booked into the facility, the Desk lieutenant shall be responsible for notifying the CSSD Bail Staff at a telephone number designated by CSSD(see Attachment H) and completing the Temporary Surrender Checklist(Attachment A), to include the following information:
 - A. Name
 - B. DOB
 - C. Charges
 - D. Is the charge a warrant arrest or domestic case.

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- E. The current bond amount. Is the bond, police or court set.
- F. Any pertinent information of the arrest that the CSSD Bail Staff Representative should be apprised of.
- G. The arresting agency.

- B. A message shall be left with the CSSD Bail Staff Representative if contact is not made. When the CSSD Bail Staff returns the telephone call to the Desk Lieutenant, he/she will schedule a time for an audio/video conference with the inmate and provide the CSSD Bail Staff office with an audio/video conference telephone number. In the event there are multiple inmates to be interviewed, the Desk Lieutenant will make every attempt to schedule the audio/video conferences in close time proximity of each other.
- C. The Desk Lieutenant shall notify the AP Booking Officer or designated officer with the audio/video conference schedule and ensure the inmates are present at the determined times.
- D. Upon completion of the audio/video conference, the CSSD Bail Staff shall notify the Desk Lieutenant of the outcome and fax all corresponding paperwork to the Lieutenant's office. In the event the CSSD Bail Staff makes a Temporary Surrender eligible for release on a written Promise To Appear (PTA), such discharge shall be in accordance with Section 10 of this Directive.
- E. At no time will an audio/video conference be cancelled except for a facility emergency. In the event an emergency does cancel an audio/video conference, the Desk Lieutenant will subsequently call the designated number to reschedule the audio/video conference.
- F. In the event the CSSD Bail Staff makes a Temporary Surrender eligible for release on a Promise to Appear, such discharge shall be in accordance with Section 10 of this Directive.
- G. In the event the offender refuses to cooperate in attending the audio/video conference, the CN 4801 Inmate Refusal to Participate in Audio/Video-Conferencing form shall be completed

- 7. Transfers. Each inmate shall be transferred in accordance with Administrative Directives 6.4, Transportation and Community Supervision of Inmates; 6.7, Searches Conducted in Correctional Facilities; 6.10, Inmate Property; 9.1, Population Management; 9.2, Offender Classification; and 9.10, Inmate Identification and Movement.

A. Facility Transfers.

- 1. Transfer of Mental Health 4 or 5 Inmates. The Director of Health and Addiction Services, in collaboration with the Director of Psychiatric Services, shall develop and update, as needed, a protocol for transferring mental health 4 and 5 inmates within the Department. At no time shall the score of a mental health 4 or 5 inmate be lowered prior to the notification of the Director of Psychiatric Services, in accordance with the protocol.

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2. Transfer of Inmates Other than Mental Health 4 or 5 Inmates. At a minimum, the following steps shall be followed prior to transferring an inmate, other than a mental health 4 or 5 inmate, to another correctional facility:

- a. the inmate's identification shall be verified in accordance with Administrative Directive 9.10, Inmate Identification and Movement;
- b. the master file shall be reviewed to check for warrants, detainers, pending court cases, release date confirmation, classification ratings and any other information that may affect the transfer;
- c. CN 9307, Inmate Overview Sheet shall be used to transfer an inmate (if CN 9307, Inmate Overview Sheet is not available, a copy of the RT-15 transfer form, RT-50 printout and a CAPI photo of the inmate shall be compared for accuracy and to confirm the inmate's identity prior to transfer);
- d. the transfer authorization shall be confirmed by a custody supervisor;
- e. the CN 9302, Transfer and Discharge Checklist shall be completed; and,
- f. all requirements of sexual offender registration are satisfied when transferring from a higher level facility to a Level 3 facility.

- A. Community Transfers. At a minimum, the following steps shall be completed prior to transferring an inmate to the community, to include furloughs:

1. the inmate's identification shall be verified in accordance with Administrative Directive 9.10, Inmate Identification and Movement;
2. the master file shall be reviewed to check for warrants, detainers, pending court cases, release date confirmation, classification ratings, and any other information that may effect the transfer;
3. CN 9307, Inmate Overview Sheet shall be used to transfer an inmate (if CN 9307, Inmate Overview Sheet is not available, a copy of the RT-15 transfer form, RT-50 printout and a CAPI photo of the inmate shall be compared for accuracy and to confirm the inmate's identity prior to transfer);
4. the transfer authorization shall be confirmed by a custody supervisor;
5. the RTM1 screen shall be completed and acknowledgment of such shall be confirmed between the sending facility's Unit Administrator or designee and the field office;
6. the CN 9302, Transfer and Discharge Checklist shall be completed;
7. all requirements of sexual offender registration and Felony DNA are satisfied, when applicable;
8. for a transfer to a residential community program, CN 9303, Facility to Residential Program Transfer Acknowledgement, shall be initiated;
9. for a transfer to a residential community program, the Health Services Unit shall be notified; and,
10. If the inmate does not have a valid form of identification

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upon discharge, identification may be provided in accordance with Administrative Directive 10.15, Inmate Personal Identification Procurement and Storage.

8. Court Trips/Profile Checks. All inmates scheduled for transfer for court purposes shall have a profile check conducted by records staff of the sending facility. The profile check shall ensure the following:
 - A. There are no inmates at the receiving facility profiled against the inmates arriving for court. Should a profile exist, staff shall initiate a RT-64 to ensure inmates profiled against one another are not scheduled for court on the same day.
 - B. Should profiled inmates be scheduled for court on the same day, records staff from the sending facility shall notify the Records Office at the receiving facility, who shall in turn notify A/P staff of the profiles. A/P staff shall ensure the profiled inmates are kept separate at all times. A/P staff shall relay all profile information verbally to the Judicial Marshals upon their arrival. A/P staff shall also provide profile information in writing to the Judicial Marshals using the special instructions/comment section on CN 9307, Inmate Overview Sheet.
 - C. Only inmates who have profiles or co-defendants scheduled to appear at the same court or facility (Bridgeport CC, Corrigan-Radgowski CC, New Haven CC, MacDougall-Walker CI or Hartford CC) shall have their profiles listed in the special instructions/comment section of CN 9307, Inmate Overview Sheet.

The Offender Classification and Population Management Unit and the Correctional Transportation Unit shall determine the number of profiles and/or co-defendants a facility and/or court house can accommodate without making special arrangements. Facility records staff shall ensure the Court Trip Add-on/Cancellation Form is completed for those inmates not already CAITed for court and shall ensure the procedures outlined in subsections A through C above are followed. Once all sections on the Court Trip Add-on/Cancellation Form are completed, "Clear to Transport" shall be written on the bottom of the Court Trip Add-on/Cancellation Form.

9. Registration of Sexual Offenders/Felony DNA Collection. The Director of Offender Classification and Population Management shall issue and revise as necessary guidelines for the registration of sexual offenders and the collection of a biological sample for the purposes of Felony DNA.
10. Discharges. No inmate shall be discharged from the Department until it is established that the inmate has satisfied all legal commitment requirements or detainer. However, an inmate may not be held beyond the authority of commitment. At a minimum, the following steps shall be followed prior to releasing an inmate unless it is determined that the inmate is an unacceptable risk to public safety upon completion of the Immigration Detainer Retention / Discharge form CN 9308.
 - A. A check of the inmate's master file to see that the requirements of sexual offender registration have been satisfied.
 - B. The inmate's identity shall be verified and a new photograph taken in accordance with Administrative Directive 9.10, Inmate Identification and Movement. If the inmate does not have a valid form of identification upon discharge, identification may be

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provided in accordance with Administrative Directive 10.15, Inmate Personal Identification Procurement and Storage.

- C. A warrant and detainer check shall be conducted.
- D. The discharge authorization shall be confirmed by the Unit Administrator or designee.
- E. Expiration of sentence shall be verified by the Records Office.
- F. CN 9302, Transfer and Discharge Checklist shall be completed and returned to the Records Office for filing in the inmate's master file.
- G. CN 9307, Inmate Overview Sheet shall be generated and compared to the inmate being discharged (if CN 9307, Inmate Overview Sheet is not available, a copy of the RT-50 printout along with a CAPI photo of the inmate shall be generated and compared to the inmate being discharged).
- H. A copy of CN 9304, Certification of Discharge shall be provided to the inmate. For reentry furloughs, a copy of CN 9304, Certification of Discharge shall be provided by the facility to the inmate upon the inmate's release to the reentry furlough. For Transitional Supervision cases where the inmate has seven (7) or less days to serve on his/her sentence, a copy of CN 9304, Certification of Discharge shall be provided by the facility to the inmate upon the inmate's release to Transitional Supervision.

CN 9304, Certification of Discharge shall contain language informing inmates who have been convicted of a felony and committed to the custody of the Commissioner of Correction and are eligible to have their electoral privileges restored or granted pursuant to Section 9-46a of the Connecticut General Statutes, of the right and procedures to have such privileges restored.

11. Detention/Release of an inmate who is held solely on an ICE Detainer.

Upon determination that all legal holds are satisfied, the facility Records Specialist, Shift Supervisor/ Commander or other designated staff shall initiate an ICE Detainer review by utilizing the Immigration Detainer Detention/Release Form CN9308 and by following the ICE review process noted below. The CN9308 will determine if the inmate is an unacceptable risk to public safety. Upon completion of the CN9308, the Shift Supervisor/Commander shall contact the Facility Duty Officer to advise them of the findings. The facility Duty Officer will be responsible for determining if the inmate is an unacceptable risk to public safety and whether the inmate with an ICE Detainer is to be detained as an inmate in the Connecticut Department of Correction.

- A. Determination to Detain or Release an inmate using Form CN 9308. The Facility Records Specialist, Shift Supervisor/ Commander or other designated staff shall review and document findings on the Immigration Detainer Detention/ Release Form CN 9308. If the inmate meets at least one of the criteria listed below, the inmate shall be held unless DOC exercises its discretion to release the inmate with an ICE detainer. If it is determined the inmate is not an unacceptable risk to public safety based upon the data/information provided, the inmate shall be released. The information relied upon includes but is not limited to:

- 1 Prior felony convictions;
- 2 Any pending Connecticut charges where bond has not been posted;
- 3 Any outstanding Connecticut warrants;

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- 4 Identified as a known gang member in the database of the National Crime Information Center (NCIC) or any similar database or designated as a Security Risk group or Security Risk Group Safety Threat in the Department of Correction;
 - 5 Identified as a possible match in the terrorist screening database or similar database;
 - 6 Subject to a final Order of Deportation or Removal issued by the United States; and,
 - 7 Any other Public Safety concerns.
- B. Upon determination by the facility Duty Officer that the inmate is to be detained or released, ICE shall be notified by contacting the local ICE office at the telephone number listed on the detainer, or by contacting the ICE Law Enforcement Support Center in Vermont at 802-872-6020. If the inmate is to be detained, the ICE Agent shall be informed that the inmate will be held for a maximum of forty eight (48) hours (excluding Saturdays, Sundays and/or Federal holidays) from the time of facility intake processing. In the event that ICE fails to take custody of the inmate within forty-eight (48) hours (excluding Saturdays, Sundays and/or Federal holidays) the inmate shall be released. At such time, ICE, the Facility Duty Officer and the Director of O.C.P.M. shall be notified. Notification to the Director of O.C.P.M. must be in writing.
- C. Under no circumstances shall an inmate being detained solely on an ICE Detainer be held beyond 48 hours (excluding Saturdays, Sundays or Federal Holidays).
- D. After determination by the Facility Duty Officer that the inmate is to be detained, the Duty Officer must sign the CN9308 no later than the next business day and forward the CN 9308 pages 1,2 and 3 and all the supporting documentation to the Director of O.C.P.M. no later than 48 hours upon completion.
- E. If a determination has been made to detain the inmate, a copy of Immigration Detainer - Notice of Action DHS Form I-247, and the Notice of ICE Detainer form CN9309 shall be delivered to the inmate. Prior to serving the Notice of ICE Detainer upon the inmate, the delivering staff member will check the box stating that the inmate is currently being held solely on the basis of an ICE detainer. The Notice of ICE Detainer, form CN9309, shall be signed by the inmate. If the inmate refuses to sign the CN9309, the delivering staff member shall note that on the form. A copy of the Immigration Detainer Detention/Release Form CN 9308, and a signed copy of the Notice of ICE Detainer form CN9309 shall be attached to the ICE Detainer and placed in section 4 of the master file or in section 2 of a 2 part file.
- F. The delivering staff member shall not discuss the Immigration Detainer with the inmate. If the inmate has any questions regarding the detainer, the inmate shall be referred to the information on the back of the detainer, which includes the telephone number of the ICE Joint Intake Center, and to the information on the Notice of ICE Detainer, form CN9309.
- G. If an inmate is newly admitted or readmitted solely on an ICE Detainer and determination has been made to release the inmate, only

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a copy of the DHS Immigration Detainer - Notice of Action, form I-247, shall be provided to the inmate. A copy of the ICE Detainer shall be placed in section 4 of a master file or section 2 of a 2 part file.

- H. Records will notify the AP staff once a pick up date has been established by ICE. A Connecticut warrant check will be completed prior to ICE assuming custody of the inmate.
- I. The Department of Correction will modify this section as necessary to assure compliance with State or Federal law and or pertinent court decisions.

12. Health Procedures for Discharge Planning.

- A. Inmate Discharge. Records staff shall provide a 60-day End of Sentence List to the Health Services Unit. The CHNS or designee shall be responsible for completing Attachment C, Inter-Agency Patient Referral Report (W-10) for inmates with a health and/or mental health score of 3 or above. Attachment C, Inter-Agency Patient Referral Report (W-10) shall be completed as close to the discharge date as possible. Attachment C, Inter-Agency Patient Referral Report (W-10) shall be sealed in an envelope with a confidential sticker and hand delivered to the Records Office, where Attachment C, Inter-Agency Patient Referral Report (W-10) shall be attached to the CN 9302, Transfer and Discharge Checklist. The Health Services Unit, at a minimum shall provide a two-week supply of discharge medication to the inmate. In facilities with 24-hour health services coverage, discharge medications shall be dispensed to the inmate with instructions by health services staff upon release. In facilities with less than 24-hour coverage, medication instructions shall be reviewed with the inmate, the day prior to discharge, which shall be documented in the inmate's health record. The discharge medications with written instructions shall be placed in a lockbox in the Shift Commander's office to be provided to the inmate upon discharge.
- B. Community Release. The procedure outlined in subsection A of this Section shall be followed for inmate's being released to a community release program. A hold may be placed on an inmate with a health or mental health 3 or 4 for up to 72 hours so that medications can be delivered prior to release.
- C. Parole Release. Records staff shall notify the Health Services Unit of an inmate being released on parole. The CHNS shall be responsible for completing Attachment C, Inter-Agency Patient Referral Report (W-10) and having it hand delivered to the Records Office in an envelope sealed with a confidential sticker. Medication shall then be ordered to the facility closest to the inmate for pickup.
- D. Inmates Leaving From Court. Inmates shall be provided an Information Card which shall state to call the facility for health information. Inmates currently taking prescription medications shall be provided an opportunity to receive a two-week supply of discharge medications. The contracted health care provider shall make the medication available for pick up, by the inmate, at either the discharging facility or the contracted pharmacy.
- E. Records of Inmates with HIV Infection. Prior to the release of an inmate with HIV infection from a facility to the community, health care staff shall prepare a discharge packet. The information which is provided in the discharge packet shall include all current diagnoses, current problems, treatments which have been provided, the inmate's response to treatment,

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complications noted, allergies description of condition on discharge, and any follow-up instructions. A copy of the discharge packet shall be placed in the inmate's health record as well as being forwarded to the community health care provider. The inmate shall be offered a copy of the discharge packet.

When an inmate with HIV infection is transferred to community release or discharged from the Department, HIV health information shall be forwarded to the contract provider's Risk Management Unit.

13. Closed Accounts. Thirty days prior to discharge, an Attachment D, Request for Account Balance Form shall be submitted by a staff member to the Inmate Trust Fund Office to release an inmate's balance of account. Upon notice of release or discharge and receipt of authorizing documentation, a check for the inmate's account balance shall be prepared. The check shall be mailed to an address provided by the inmate. The inmate may receive the check upon discharge at the facility if 30 days notification is provided. The reconciling and check cutting transactions shall close the account. Closed account records shall be retained until audited by the Auditors of Public Accounts.
14. Gate Money. Thirty days prior to discharge, an Attachment E, Gate Money Request Form shall be submitted, in accordance with Administrative Directive 3.11, Gate Money, to the Inmate Trust Fund Office for eligible discharging inmates. Upon discharge, the gate money check shall be given to the inmate. In the event the inmate does not receive it upon discharge, the gate money shall not be forwarded.
15. Discharge Planning Policy. CN 9305, Discharge Planning Checklist and Transportation Log shall be initiated by the Records Office 60 days prior to an inmate's discharge. The checklist shall then be forwarded to the inmate's unit counselor so arrangements can be made in the following areas to facilitate a smooth transition into the community:
 - A. DNA Sample, if applicable;
 - B. Sex Offender Registration, if applicable;
 - C. Medication;
 - D. Transportation;
 - E. Discharge clothing;
 - F. Personal identification;
 - G. Housing;
 - H. Inmate account and gate money; and,
 - I. Aftercare program referrals (i.e., medical, mental health and addiction services).

The completed CN 9305, Discharge Planning Checklist and Transportation Log shall be returned to the Records Office for filing in the inmate's master file. Inmates released at court shall be provided, when possible, with Attachment F, Department of Correction Discharge Resource Card to assist with their transition into the community.

Each facility shall, in accordance with this Directive, develop and maintain a unit policy governing the procedure for community release placement and discharge to provide a continuum of care into the community.

16. Discharge Resource Card. Each inmate shall receive a Discharge Resource Card (Attachment F) at the time of discharge. A/P staff shall document the

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inmate's receipt of the Discharge Resource Card (Attachment F) by checking the appropriate box on CN 9302, Transfer and Discharge Checklist.

Each facility responsible for discharging inmates shall maintain an adequate stock of the Discharge Resource Card on hand. Discharge Resource Cards shall be ordered from the appropriate district warehouse.

17. Forms and Attachments. The following forms and attachments are applicable to this Administrative Directive and shall be utilized for the intended function.
 - A. CN 9301, Inmate Admission Form;
 - B. CN 9302, Transfer and Discharge Checklist;
 - C. CN 9303, Facility to Residential Program Transfer Acknowledgement;
 - D. CN 9304, Certification of Discharge;
 - E. CN 9305, Discharge Planning Checklist and Transportation Log;
 - F. CN 9306, Inmate Intake Form;
 - G. CN 9307, Inmate Overview Sheet;
 - H. CN 9308, Immigration Detainer Detention / Release Form.
 - I. CN 9309, Notice OF Ice Detainer
 - J. Attachment A, Detainee Behavior Questionnaire (Form JD-MS-5);
 - K. Attachment B, Intake Health Screening (HR-001);
 - L. Attachment C, Inter-Agency Patient Referral Report (W-10);
 - M. Attachment D, Request for Account Balance Form;
 - N. Attachment E, Gate Money Request Form; and,
 - O. Attachment F, Department of Correction: Discharge Resource Card;
 - P. Attachment G, Immigration Detainer - Notice of Action DHS Form I-247
 - Q. Attachment H, Temporary Surrender Checklist
18. Exceptions. Any exceptions to the procedures in this Administrative Directive shall require prior written approval from the Commissioner of Correction.

Appendix B

**Immigration Detainer Detention/Release Form****Connecticut Department of Correction**CN 9308/1
REV 02/02/13

Inmate Name:	Inmate Number:	Facility/Unit:
Name on Detainer:	FBI Number:	Date:

This form shall be used to determine whether an inmate may be detained solely on an ICE Detainer. This form must be completed by the Facility Records Specialist, Shift Supervisor/Commander or other designated staff.

The form shall be used for:

- 1) Any inmate who has completed his/her Connecticut sentence and satisfied all legal holds including fines constituting part of the sentence; or
- 2) Inmates newly admitted or readmitted with only an ICE Detainer.

If it is determined that this inmate may be an unacceptable risk to public safety, the inmate shall be held in accordance with procedures in Section 11 of AD 9.3.

To determine if any further review of the inmate is required complete step 1.

- 1) Check I-247 Immigration Detainer – Notice of Action form to determine the status of the detainer.

If the following box is checked on the I-247, the inmate shall be held on the detainer.

☐ Obtained an order of deportation or removal from the United States.

Inmate will be held. Contact ICE immediately to arrange for pick up.

Sign form CN 9308 and hold the inmate for 48 hours excluding weekends and Federal holidays.

- 2) If the box on the I-247 is checked that reads:

- A. ☐ Determined that there is a reason to believe the individual is an alien subject to removal from the United States.
- B. ☐ Initiated removal proceedings and served a Notice to Appear or other charging documents.
- C. ☐ Served a warrant of arrest for removal proceedings.

PROCEED WITH THE FOLLOWING STEPS:

Only one step needs to be identified as "YES" to detain the inmate for ICE.

Once one of the conditions has been met, STOP you do not need to complete the other steps.

A) Check DOC RT50 to determine if inmate is currently designated a Security Risk Group Member (SRG) or Security Risk Group Threat Member (SRGTM). Yes or No (circle one)

If **YES**, sign the form CN 9308 and hold the inmate for 48 hours excluding weekends and holidays. **STOP**

If **NO** proceed to Step B.

B) Run Connecticut criminal history (SPRC) and out of state criminal history (FLQH) and review to determine if inmate has ever been convicted of a felony offense. Yes or No (circle one)

If **YES**, sign the form CN 9308 and hold the inmate for 48 hours excluding weekends and holidays. **STOP**

If **NO** proceed to Step C.

**Immigration Detainer Detention/Release Form****Connecticut Department of Correction**CN 9308/2
REV 02/02/13C) Run FLQW for active Connecticut Warrant. Yes or No (CT Warrant)If **YES**, sign the form CN 9308 and hold the inmate for 48 hours excluding weekends and holidays. **STOP**If **NO** proceed to Step D.D) Review FLQW to determine if the inmate has been identified as a gang member or associated with gang members outside the CT DOC. Yes or No (Gang Affiliation outside CT)If **YES**, sign the form CN 9308 and hold the inmate for 48 hours excluding weekends and holidays. **STOP**If **NO** proceed to Step E.E) Review FLQW. If prompted by a warning statement then contact the Terrorist Screening Center (TSC) Call center at **866-872-9001**. If the response is positive, the inmate meets the criteria to hold for ICE.**Do not release this information to the inmate or the public.** Yes or No (circle one)If **YES**, sign the form CN 9308 and hold the inmate for 48 hours excluding weekends and holidays. **STOP**If **NO** proceed to Step F.F) Run FLLQ to confirm the inmate's status with ICE. If a message is received that the inmate has been ordered for deportation, the inmate meets the criteria for holding for ICE. Yes or No (circle one)If **YES**, sign the form CN 9308 and hold the inmate for 48 hours excluding weekends and holidays. **STOP**If **NO** proceed to Step G.

G) Other Public Safety Concerns: Information to include but not limited to significant medical/mental health issues*, significant assaultive history** and or significant information identified through the Department's phone monitoring system***.

YES or NO (circle one)

List reason: _____

If "**NO**" to all of these questions contact ICE for courtesy notification that inmate will be released. During normal business hours contact local Connecticut ICE office at **860-240-3012**. After hours contact the local ICE Duty Office at **860-250-5552**. If no one is available contact the ICE Law Enforcement Support Center in Burlington, VT at **802-872-6020**.

Attach all supporting documentation to this form and file together in section 4 of the inmate's master file.

*Medical/Mental Health Staff; **Custody Staff to Determine; ***Custody Staff to Determine

STAFF MUST PROCEED TO PAGE 3 OF THIS FORM



Immigration Detainer Detention/Release Form

Connecticut Department of Correction

CN 9308/3
REV 02/02/13

Completed by Facility Records Specialist or Shift Supervisor Date: _____

Print name: _____ Signature: _____

Reviewed by Shift Supervisor/Commander Date: _____ Time: _____

Print name: _____ Signature: _____

Contact Facility Duty Officer for decision

Approved by Facility Duty Officer: Yes/No

Name: _____ Time of Contact : _____ Date: _____

Decision: ☐ Hold inmate ☐ Release inmate

Duty Officer Signature _____ Date of Signature _____

Duty Officer must sign upon arrival at facility on the next business day after form completion.

Forward to Director of OCPM within 48 hours.

If Decision to hold inmate, CN9309 – Notice of ICE Detainer, Delivered to Inmate? Yes / No

If Decision is to Detain Inmate :

CONTACT ICE TO ADVISE INMATE WILL BE HELD FOR 48 HOURS EXCLUDING WEEKENDS AND FEDERAL HOLIDAYS:

ICE Official's name: _____ Time of Contact: _____ Date: _____

CONTACT MADE BY: _____

Review by Director OCPM or Designee. Date _____

Name _____ Signature _____

The Facility has decided to release the inmate and a courtesy call was made to ICE advising the inmate would be released by _____.

Date and Time of Release

ICE was advised to contact the Facility prior to the inmate's release time should they choose to pick up the inmate.

ICE location called (circle one) Local Office **860.240.3012**; AFTER HOURS DUTY OFFICE **860-250-5552** OR LESC VT **802.872.6020**

Other Number: _____

Write in Number called if not circled

Time /Date ICE Contacted _____ / _____

Name and Duty Position of ICE Official Contacted _____ / _____

Appendix C



NOTICE OF ICE DETAINER

Connecticut Department of Correction

CN 9309

02/02/13

The Connecticut Department of Correction (DOC) has received a “detainer” or “hold” from Immigration and Customs Enforcement (ICE) for you, and you have been or will be given a copy of the ICE detainer. This notice is provided to you as a result of an Agreement between the DOC and Sergio Brizuela to settle a lawsuit brought by Mr. Brizuela.

The *Brizuela* litigation. In 2012, Sergio Brizuela sued the DOC, arguing that it was unlawful to hold him solely on the basis of an ICE detainer. Mr. Brizuela is represented by the Jerome N.

Frank Legal Services Organization at Yale Law School. The parties in that case reached a settlement, pursuant to which DOC revised its detainer policy, agreed to keep Administrative Directive 9.3 (AD 9.3), Section 11, in force until [02/02/2017], and agreed to provide you a copy of this notice. If you believe you are being wrongfully held by DOC pursuant to an ICE detainer, you may call your attorney or the Jerome N. Frank Legal Services Organization at 1-877-741-8736.

☐ **YOU ARE BEING HELD IN DOC CUSTODY AND ICE HAS ISSUED A DETAINER FOR YOU.**

You are being held in DOC custody due to a state criminal sentence, failure to post bond, or other state process, and ICE has issued a detainer for you. This detainer requests that DOC continue to hold you after you have been ordered released. ICE has asked DOC to hold you for up to an additional 48 hours (not counting weekends and federal holidays) to facilitate your transfer to ICE custody. The reason ICE seeks to detain you is stated on the Form I-247, “Immigration Detainer – Notice of Action.” If you believe that ICE has made a mistake in issuing a detainer in your case, you may contact ICE pursuant to the instructions on the detainer form.

☐ **YOU ARE BEING HELD BY DOC SOLELY ON AN ICE DETAINER.**

Though you are now eligible for release from state custody, DOC is holding you on the basis of an ICE detainer. According to a DOC policy, AD 9.3, Sec. 11, DOC will hold some persons subject to an ICE detainer but not others. In general, DOC will hold a person pursuant to an ICE detainer only when the person has a prior deportation order, a prior felony conviction, or meets certain criteria set forth in AD 9.3, Sec. 11 and CN 9308. If you believe that you have *neither* a prior deportation order *nor* a felony conviction or if you believe that you do not meet the criteria to be held under AD 9.3, Sec. 11 and CN9308, you may request a legal phone call to contact your attorney or the Jerome N. Frank Legal Services Organization, at 1-877-741-8736.

Inmate Name (Print):

Inmate Number:

Date:

Inmate Signature:

Check here if inmate refuses to sign.

Staff Name Delivering Notice (Print):

Signature of Staff Member:



NOTIFICACIÓN DE ORDEN DE DETENCIÓN DE ICE

Connecticut Department of Correction

CN 9309
02/02/2013

El Departamento de Corrección de Connecticut (DOC) ha recibido una orden de detención de la agencia de Inmigración y Control de Aduanas (ICE) a nombre de usted, y se le ha entregado o se le entregará copia de dicha orden de detención. Esta notificación se le está entregando como resultado de un acuerdo entre el DOC y Sergio Brizuela para resolver una demanda entablada por el Sr. Brizuela.

El caso *Brizuela*. En 2012, el Sr. Brizuela demandó al DOC, alegando que era ilegal que lo detuviera únicamente en base a la orden de detención de ICE. El Sr. Brizuela está siendo representado por Jerome N. Frank Legal Services Organization (Organización de Servicios Legales) de Yale. Las partes llegaron a un acuerdo, por medio del cual el DOC revisó sus políticas de detención y acordó en conservar la Directiva Administrativa 9.3 (AD 9.3), Artículo 11, vigente hasta [02/02/2017], y acordó proporcionarle a usted una copia de esta notificación. Si usted cree que el DOC lo tiene detenido injustificadamente conforme a la orden de detención expedida por ICE, usted puede comunicarse con su abogado o llamar a la Organización de Servicios Legales de Yale al número 1-877-741-8736.

☐ **ESTÁ USTED DETENIDO BAJO LA CUSTODIA DEL DOC Y ICE HA EXPEDIDO UNA ORDEN DE DETENCIÓN EN SU CONTRA.**

Usted está detenido bajo la custodia del DOC por una sentencia penal estatal, por falta de pago de fianza, u otro proceso estatal y ICE ha expedido una orden de detención a nombre de usted. Dicha orden solicita que el DOC siga deteniéndolo después de que se ordene su liberación. ICE le ha pedido al DOC que lo detenga 48 horas adicionales (sin contar fines de semana y días feriados federales) para facilitar su traslado a la custodia de ICE. La razón por la que ICE está pidiendo su detención está escrita en el formulario I-247, "Detención de Inmigración - Notificación de Acción." Si usted cree que ICE ha cometido un error al expedir una orden de detención en su caso, usted puede comunicarse a ICE siguiendo las instrucciones detalladas en el formulario de detención.

☐ **USTED ESTÁ SIENDO DETENIDO POR EL DOC ÚNICAMENTE BAJO LA ORDEN DE DETENCIÓN EXPEDIDA POR ICE.**

Aunque usted ya está elegible para ser liberado de la custodia estatal, DOC lo está deteniendo en base a la orden de detención de ICE. De acuerdo a la política AD 9.3, Artículo 11, del DOC, ellos detendrán a algunas personas que estén sujetas a ordenes de detención expedidas por ICE pero no a otras. En general, el DOC va a detener a una persona en base a la orden de detención expedida por ICE únicamente cuando la persona tiene una orden de deportación en su contra, una condena por delito mayor (felony) previa o que cumple ciertos criterios establecidos en AD 9.3, Artículo 11 y CN 9308. Si usted cree que no tiene ni orden de deportación pendiente ni una condena previa por delito mayor, o si usted cree que no cumple los criterios establecidos en AD 9.3, Artículo 11 y CN9308, usted puede pedir una llamada telefónica legal para ponerse en contacto con su abogado o llamar a la Organización de Servicios Legales de Yale al número 1-877-741-8736.

Nombre del Preso/Inmate Name (Print):	Número del Preso/Inmate Number:	Fecha/Date:
Firma del Preso/Inmate Signature:		Si preso se niega a firmar, marque aquí/If inmate refuses to sign, check here:
Nombre del empleado que entrega esta notificación/Name of staff delivering notice (Print):	Firma del empleado/Staff signature:	

Appendix D

Tracking #	Unacceptable Risk to Release Y/N	Held, Discretionary Detention, or Release?	Reason State Custody Expired	Start Hold Date	Release Date	Days Held	DOC Facility	Reason for Exercise of Discretion to Detain or Release

