

EROIGSA-11-0004  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS  
AND  
KARNES COUNTY

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and Karnes County, (“**Service Provider**”) for the detention and care of aliens (“**detainees**”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

**Karnes County Civil Detention Facility  
FM 1144 at US Highway 181  
Karnes City, TX 78118**

INTERGOVERNMENTAL SERVICE AGREEMENT

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Proposal dated, 01 Jul 2010 as revised dated 30 Sep 2010, incorporated herein by reference
- Attachment 1 - Civil Detention Performance Work Statement (PWS)
- Attachment 2 – 2008 Performance Based National Detention Standards (PBNDS), In by Reference
- Attachment 3 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 4 - Wage Determination Number: 2010-0118 REV 1, Dated 09/02/2010
- Attachment 5 - Quality Control Plan (to be provided by Service Provider prior to award)
- Attachment 6 - Quality Assurance Surveillance Plan
  - 6.A. Performance Requirements Summary
  - 6.B. Compliance Monitoring Tool
  - 6.C. Sample Contract Deficiency Report
- Attachment 7 – Ramp Up Plan

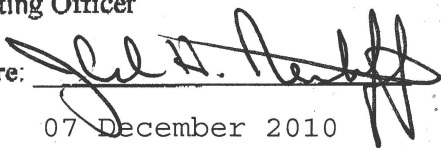
EROIGSA-11-0004

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the [Name of Service Provider] and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

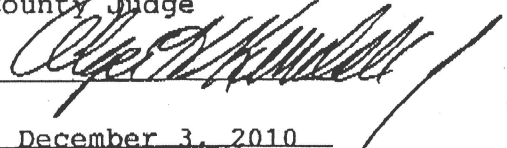
[CO Name] Jerald H. Neveleff  
Contracting Officer

Signature:   
Date: 07 December 2010

**ACCEPTED:**

[Service Provider Organization]  
Karnes County

[Name] Alger H. Kendall, Jr.  
[Title] County Judge

Signature:   
Date: December 3, 2010

## Inter-Governmental Service Agreement (IGSA)

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**Article I. Purpose**

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for 600 detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate – per detainee for the first 480	\$	68.75 per detainee
Bed Day Rate – per detainee for the 481-600	\$	56.48 per detainee
*Escort Services at Regular Rate	\$	TBD per hour
*Escort Services at Overtime Rate	\$	TBD per hour
*Stationary Guard at Regular Rate	\$	TBD per hour
*Stationary Guard at Overtime Rate	\$	TBD per hour
*Transportation Mileage rate	\$	0.50 per mile
Detainee Work Program Reimbursement	\$	1.00 per day
* See Article XVII		

ICE shall not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to utilize the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence. The attached Ramp-Up plan (Attachment (7)) indicates when ICE is required to start paying at the minimum requirements. Until such time, ICE is only required to pay the Bed Day rate at the rates established above.

## **Article II. General**

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is in compliance with the 2008 PBNDS.
- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in a Task Order to this Agreement.
- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the Karnes County Civil Detention Facility. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

## **Article III. Covered Services**

- A. Bedspace: The Service Provider shall provide male beds on a space available basis, with minimum availability of 480 beds. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of

services shall be consistent with those the Service Provider routinely affords other inmates.

If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.

C. Unit of Service and Financial Liability: The unit of service is called a “Bed Day” and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:

- 1) Salaries of elected officials
- 2) Salaries of employees not directly engaged in the housing and detention of detainees
- 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
- 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
- 5) Operating costs of facilities not utilized by Federal detainees
- 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
- 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
- 8) Contingencies

D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees’ language, as appropriate, to detainees who cannot read.

E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.

#### **Article IV. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute “proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.

Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility.

As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

- E. Service Provider Right of Refusal. The Service Provider retains the right to recommend refuse with justification and after discussion with COTR. Example of such request refusal acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
  
- F. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

**Article V. 2008 Performance Based National Detention Standards**

The Service Provider shall house detainees and perform related detention services in accordance with the 2008 PBNDS. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance.

Should there be changes to the standards (revision of the existing or implementation of new) the Service Provider will be afforded the opportunity to review the changes and provide comments and or proposals that reflect impacts to the services contained within this IGSA.

The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

**Article VI. Medical Services**

In addition to the requirements outlined in the Performance Work Statement, the Service provider shall be responsible for the following:

- A. A true copy of a detainee's medical records shall be transferred with the detainee.
  
- B. The Service Provider shall direct offsite medical providers to submit all claims for authorized medical care are to be submitted to the following address:

VA Financial Services Center  
PO Box 149345  
Austin TX 78714-9345



(800) 479-0523

- C. The VA Financial Services Center provides limited prescription drug reimbursement for individuals in the custody of ICE.

Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

1. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # DIHS assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
2. The pharmacy shall run the prescription through the Script Care network for processing.
3. Formulary prescription will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
4. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, because non-formulary medications require prior authorization the pharmacy will receive a rejection indicating prior authorization is required. At that point the custodial facility will fax to Script Care the Drug Prior Authorization Request Form to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating the prescription has been approved. Non-Formulary urgent request must be submitted in the above manner except an X should be placed on the form in the space for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

## **Article VII. No Employment of Unauthorized Aliens**

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

## **Article VIII. Employment Screening Requirements**

Employee screening requirements shall be in accordance with Attachment (1), Performance Work Statement.

### **Article IX. Period of Performance**

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification for successive periods of performance or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 180 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

### **Article X. Inspections, Audit, Surveys, and Tours**

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles IX and XI.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Articles VI. Furthermore, the Service Provider shall retain all records where this right of access

applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access applies to inspection and other facility reports.

## **Article XI. Modifications and Disputes**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.
- B. Change Orders:
1. The Contracting Officer may under at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
    - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
    - (b) Place of performance of the services.
  2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
  3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
  4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
  5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The

Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

## **Article XII. Adjusting the Bed Day Rate**

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article XIX). After thirty-six (36) months, the Service Provider may request a rate by accessing the link at <https://edes.usdoj.gov/igaice/> for access to the ICE Automated Intergovernmental Agreement (eIGA) System for instructions on preparing your Jail Operating Expense Information Form. There is a Facility Guide available on the website to assist you. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information submitted through the eIGA System, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As the bed day rate is fixed, there are no retroactive adjustment(s).

## **Article XIII. Enrollment, Invoicing, and Payment**

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

1. By mail:

DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-ERO-FOD-SAN ANTONIO

2. By fax: (include a cover sheet with point of contact and number of pages)

802-288-7658

3. By e-mail:

[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

Invoices submitted by other than these three methods will be returned. The Service Provider's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.

**Items 1 through 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.**

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, constitutes the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in Central Contractor Registration (CCR) and all information is accurate.

#### **Article XIV. ICE Furnished Property**

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.

#### **Article XV. Hold Harmless Provisions**

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government

property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

#### **Article XVI. Financial Records**

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

#### **Article XVII. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the 2008 PBNDS.
- B. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services.
- C. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered

released from the hospital, or at the order of the COTR. The number of escorts will be determined by the COTR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

- D. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- E. Vehicles:
- 1) Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.
  - 2) In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
  - 3) Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) or Motor Vehicles Department (MVD) Medical Certification.
- F. Training and Compliance: The Service Provider shall comply with 2008 PBNDS related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. When the COTR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.



- I. Failure on the Service Provider’s part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
- J. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
- K. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are **one way routes from the Facility**. Mileage may vary from the table depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

Mileage From FACILITY	Locations	City	Frequency
	TBD		

**Article XVIII. Contracting Officer’s Technical Representative (COTR)**

- A. The COTR will be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

**Article XIX. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by

the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)

## **Article XX. Incident Reporting**

The COTR shall be notified immediately in the event of all serious incidents. The COTR will provide after hours contact information to the Service Provider at the time of award.

Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

## **Article XXI. Detainee Privacy**

The Service Provider agrees to comply with the Privacy Act of 1974 (“Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.

1. "Operation of a system of records," as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
2. "Record," as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
3. "System of records on individuals," as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

#### **Article XXII. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

ICE has a zero tolerance standard regarding rape and sexual assault in the Facility. The Service Provider shall affirmatively act to prevent sexual abuse and assaults on detainees. Every allegation will be reviewed, and, where warranted, referred for criminal prosecution consistent with a zero-tolerance standard.

#### **Article XXIII. Detainee Telephone Services (DTS)**

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2008 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor

shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2008 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COTR or ICE designee of any inoperable telephones.

F. DTS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

(b)(6)  
(b)(6)  
(b)(6).com

(b)(6)  
(b)(6)  
(b)(6).com

**Article XXIV. Use of Service Provider’s Policies and Procedures**

The Contracting Officer may approve the Service Provider’s policies and procedures for use under this Agreement. Upon approval, the Service Provider is authorized to use its policies and procedures in conjunction with the Performance-Based National Detention Standards mandated under this Agreement.

**Article XXV. Quality Control**

A. A complete QCP addressing all areas of agreement performance shall be submitted with the Service provider’s proposal. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the Contracting Officer for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.

B. The QCP shall include, at a minimum:

1. Specific areas to be inspected on either a scheduled or unscheduled basis, or the method of inspection.

2. Procedures for written and verbal communication with the Government regarding the performance of the Agreement.
  3. Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
  4. The QCP shall contain procedures for investigation of complaints by the Service Provider and ICE staff and feedback to ICE on the actions taken to resolve such complaints.
- C. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.
- D. Failure by the Service Provider to maintain adequate quality control may result in monetary deductions based upon the schedule of deductions incorporated herein.

#### **Article XXVI. Physical Plant Requirements**

##### **A. ICE Office Space**

The Service Provider shall provide specific office and workstation sizes and specific furnishing requirements the facility in accordance with the approved drawings as of 15 November 2010.

##### **B. Office of the Principle Legal Advisor (OPLA) Space**

The Service Provider shall provide specific office and workstation sizes and specific furnishing requirements the facility in accordance with the approved drawings as of 15 November 2010.

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

The Service Provider shall provide specific office and workstation sizes and specific furnishing requirements the facility in accordance with the approved drawings as of 15 November 2010.

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

The Service Provider shall provide specific office and workstation sizes and specific furnishing requirements the facility in accordance with the approved drawings as of 15 November 2010.

E. Processing Area

1. This area needs to accommodate processing varying numbers of detainees for intake and out-processing, i.e., large buses transport of up to 100 detainees.
2. Processing area must be able to process male detainees as required in high frequency rates and varying numbers, i.e., a busload up to 100 detainees at one time.

F. Furniture

All furniture and case goods shall be furnished by the Service Provider in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA and DIHS space as required in accordance with the ICE Design Standards.

G. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Service Provider at time of construction.

**NOTE:** ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

H. Communication Equipment

1. The Service Provider shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE must be established on all reoccurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

**2. *Insert specifications for communications system here.***

**NOTE:** ICE communication system must be a complete, independent and physically separate system from the Service Provider communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design

ATTACHMENT (1)

CIVIL DETENTION

PERFORMANCE WORK STATEMENT

## **I. INTRODUCTION**

### **A. Background**

U.S. Immigration and Customs Enforcement (ICE) is the largest investigative agency in the [U.S. Department of Homeland Security \(DHS\)](#). Formed in 2003 as part of the federal government's response to the 9/11 attacks, the primary mission of ICE is to protect national security, public safety and the integrity of the U.S. borders through the criminal and civil enforcement of federal laws governing border control, customs, trade and immigration.

Within ICE, Enforcement and Removal Operations (ERO) is the primary enforcement arm for the identification, apprehension, and removal of illegal aliens from the United States. The resources and expertise of ERO are used to identify and apprehend persons subject to removal under the Immigration and Nationality Act (INA), to manage them while in custody, to facilitate their immigration court proceedings, and to enforce orders of removal from the United States.

As part of this process, ERO maintains custody of one of the most highly transient and diverse populations of any correctional or detention system in the nation. These detainees are housed in over 250 authorized facilities nationwide including local facilities operating under intergovernmental service agreements (IGSA), seven private contract detention facilities (CDF), and six ICE owned service processing centers (SPC).

All persons in the custody of ICE are “administrative detainees,” who are only held in custody to assure their presence throughout the administrative hearing process and to ensure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals (BIA), or other Federal judicial body.

### **B. Purpose**

This Performance Work Statement (PWS) is for the provision of detention services by an IGSA partner for a supervised facility that is designed and operated specifically to house low-risk detainees under the authority of the INA. The purpose of this PWS is to facilitate the provision of the necessary physical structure, equipment, facilities, personnel and services, to provide a program of care in a properly staffed and secure environment.

The Service Provider will ensure that the design, administration, and operation of the facility is consistent with ICE’s civil detention authority and incorporates the civil detention principles referenced in Section C below.



**C. Scope of Work Performance**

This Performance Work Statement (PWS) sets forth the Agreement's performance requirements for the provision of detention services by an IGSA partner for a supervised facility that is designed and operated specifically to house low-risk detainees. The Service Provider understands that a key goal of Immigration Detention Reform is to create a civil detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions based on the individual characteristics of a diverse population including threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues.

The Service Provider shall operate a 600-bed adult male civil detention facility in Karnes County, Texas, with the capacity to expand to 1,200 beds. (deletion)The Service Provider will perform in accordance with the 2008 Performance Based National Detention Standards (PBNDS), the Civil Detention Statement of Objectives (SOO), and the Service Provider/Facility Operator's Responses to the SOO Request. The ICE approved Service Provider plan for implementing the civil detention principles outlined in the SOO is attached as part of the PWS. ICE Inspectors or contract inspectors will conduct periodic inspections and reviews of the facility to assure compliance with the applicable Standards and Objectives. The results of these inspections may be posted for public review on the internet. This facility will meet all the required standards and ICE policies.

If a change in the standards identified herein results in a financial impact for the Service Provider, the Service Provider may request a waiver to the standards or negotiate a change in per diem as a result of the change in scope of work.

The Service Provider shall be responsible for detainee record keeping services and personal property in accordance with Section VI of the PWS. The Service Provider will create and update the records and the Government will store the records. All records will remain the property of the U.S. Government.

**D. Explanation of Terms/Acronyms**

1. **ADMINISTRATIVE CONTRACTING OFFICER (ACO):** ICE employee responsible for contract compliance, contract administration, cost control, and reviewing COTR's assessment of Service Provider's performance.
  
2. **ADMINISTRATIVE SEGREGATION:** A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.

3. **ADULT LOCAL DETENTION FACILITY (ALDF):** A facility which detains persons over the age of 18.
4. **ALIEN:** Any person who is not a citizen or national of the United States.
5. **AMERICAN CORRECTIONAL ASSOCIATION (ACA):** The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
6. **BOOKING:** It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
7. **BUREAU OF PRISONS (BOP):** The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
8. **CLASSIFICATION:** A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
9. **CONTRABAND:** Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures. This includes unauthorized funds.
10. **CONTRACTOR (SERVICE PROVIDER):** The entity, which provides the services, described in this Performance Work Statement.
11. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):** An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
13. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.

14. DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).

15. DEPARTMENT OF JUSTICE (DOJ): A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).

16. DESIGNATED SERVICE OFFICIAL: An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

17. DETAINEE: Any person confined under the auspices and the authority of any Federal agency.

18. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:

- a. Detainee, Personal Property
- b. Receipts, Visitors List, Photographs
- c. Fingerprints, Disciplinary Infractions
- d. Actions Taken, Grievance Reports, Medical
- e. Records, Work Assignments, Program Participation
- f. Miscellaneous Correspondence, etc.

19. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): ERO, the primary enforcement arm of ICE, is responsible for the identification, apprehension, and removal of illegal aliens from the United States. Primary responsibilities of ERO program as part of the DHS immigration and law enforcement mission are to provide adequate and appropriate custody management to support removals, to facilitate the processing of illegal aliens through the immigration court, and to enforce their departure from the United States.

20. DETENTION OFFICERS: Service Provider's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

21. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.

22. **DIRECT SUPERVISION:** A method of detainee management that ensures continuing direct contact between detainees and staff by posting sufficient officers to provide frequent, nonscheduled observation of and personal interaction with detainees.
23. **ENTRY ON DUTY (EOD):** The first day the employee begins performance at a designated duty station on this contract.
24. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE):** This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
25. **ENVIRONMENTAL ASSESSMENT (EA):** Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
26. **ENVIRONMENTAL IMPACT STATEMENT (EIS):** Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
27. **EMERGENCY:** Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
28. **FACILITY:** The physical plant and grounds in which the Service Provider's services are operated.
29. **FACILITY ADMINISTRATOR:** The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
30. **FINDING OF NO SIGNIFICANT IMPACT (FONSI):** Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).
31. **GRIEVANCE:** A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
32. **IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE):** A law enforcement agency within the U.S. Department of Homeland Security.

33. **IMMEDIATE RELATIVES:** Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
34. **INCIDENT REPORT:** A written document reporting and event, such as minor disturbances, officer misconduct, and any detainee rule infraction, etc.
35. **JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS):** DOJ's prisoner transportation system operated by the U.S. Marshal Service (USMS), sometimes referred to as the "airlift."
36. **LIFE SAFETY CODE:** A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
37. **LOG BOOK:** The official record of post operations and inspections.
38. **MAN-DAY:** Per diem "detainee day" or "man-day" means day in or day out and all days in between. The Service Provider may charge for day of arrival or day of departure, but not both.
39. **MAN-HOUR:** Man-hour means productive hours when the required services, are performed. Only productive hours can be billed and invoiced.
40. **MEDICAL RECORDS:** Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record; date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
41. **MEDICAL SCREENING:** A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
42. **OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU):** The ICE office, which implements a component-wide personnel security program.
43. **ON CALL/REMOTE CUSTODY OFFICER POST:** These posts shall be operated on demand by the COTR and shall include, is not limited to, escorting and custody of detainees for hearings, ICE interviews, and any other location requested by the COTR.
44. **PERFORMANCE WORK STATEMENT (PWS):** That portion of the Agreement, which describes the services to be performed under the Agreement. It is also referred to as the Statement of Work.

45. **POLICY:** A definite written course or method of action, which guides and determines present and future decisions and actions.
46. **POST ORDERS:** Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
47. **PROCEDURE:** The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
48. **QUALIFIED HEALTH PROFESSIONAL:** Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
49. **QUALITY ASSURANCE:** The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
50. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):** A Government document used to ensure that systematic quality assurance methods are used in the administration of performance based standards and other requirements included in this agreement.
51. **QUALITY CQNTRQL (QC):** The Service Provider's inspection system, which covers all the services to be performed under the Agreement. The actions that a Service Provider takes to control the production of services so that they meet the requirements stated in the Agreement.
52. **QUALITY CQNTRQL PLAN (QCP):** A Service Provider-produced document that addresses critical operational performance standards for services provided.
53. **RESPQNSIBLE PHYSICIAN:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
54. **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
55. **SAFETY EQUIPMENT:** This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers, and emergency alarms.
56. **SALLYPORT:** An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only

one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.

57. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

58. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.

59. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

60. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.

61. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COTR or alternate COTR.

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

63. UNITED STATES MARSHALS SERVICE (USMS): An agency of DOJ.

64. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

## **II. GENERAL INFORMATION**

### **A. Introduction**

The Service Provider shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the Agreement. Unless explicitly stated otherwise, the Service Provider is responsible for all costs associated with and incurred as part of providing the services outlined in this Agreement.

Service Provider shall operate a 600-bed civil detention facility in Karnes County, Texas, with the capability to expand to 1200-beds.

The facility shall be located within Karnes County, Texas. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Service Provider shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security, ICE Enforcement and Removal Operations. ICE Enforcement and Removal Operations promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While detained, ICE must ensure that such individuals are housed in a safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

It is estimated that the detention beds and related services will be available within approximately 12 to 14 months from the time an agreement is formalized with the Government. Immediately following the substantial availability of the beds and services the Service Provider shall notify the Contracting Officer (CO) that they are ready to begin accepting detainees. This may occur earlier at the request of the Service Provider, but only if ICE determines the Service Provider is capable of accepting detainees.

It is essential that the Service Provider be fully prepared to accept responsibility for performing the requirements of the Agreement, thus ensuring the safety and security of the community. Therefore, ICE may perform numerous assessments to ensure compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Service Provider is capable of accepting detainees, the NTP will be issued. The Service Provider shall be prepared to accept detainees immediately upon issuance of the NTP in accordance with the agreed upon ramp-up plan

Unless otherwise specified, *all* plans, policies, and procedures shall be developed by the Service Provider and submitted in writing to the COTR for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies, and procedures shall not be modified without the prior written acknowledgment of the CO. The Service Provider does not have a right of refusal and shall take all referrals from ICE, as long as the individuals have been properly classified to be housed at this facility. The Service Provider is prohibited from constructing or making substantial modifications



to any additional beds space or facilities at the facility location without the prior written approval of the CO. Further, the Service Provider shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior approval of the CO.

**B. General**

The Service Provider shall abide by all rules and regulations governing the site. The rules and regulations are found in the following sources:

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Local Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website. [HTTP://www.aca.org/store/bookstore/](http://www.aca.org/store/bookstore/)
4. Officers' Handbook (M-68)
5. The 2008 Performance Based National Detention Standards (PBNDS).
6. State and local laws governing usage of firearms.
7. All other regulations provided to the Service Provider by the authority of the Contracting Officer.
8. In cases where other standards conflict with the ICE Standards, the 2008 PBNDS will prevail.

All services must comply with the PWS and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Service Provider is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COTR does not have the authority to modify the stated terms of the Agreement, or approve any action that would result in additional charges to the Government. The CO shall make all modifications in writing.

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

The Service Provider shall obtain ACA accreditation within 18 months of NTP and shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full

accreditation has been obtained, the Service Provider shall maintain this accreditation throughout the life of the Agreement, inclusive of any option periods exercised.

This PWS contains numerous references, which direct the Service Provider to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities. The Service Provider is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

All records related to Service Provider performance should be retained in a retrievable format for three years. Except as otherwise expressly provided in this PWS, the Service Provider shall, upon completion or termination of the resulting Agreement, transmit to the Government any records related to performance of the Agreement.

The Service Provider shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 271 O.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Service Provider shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Service Provider, its agents, sub-Service Providers, employees, assignees, or anyone for whom the Service Provider may be responsible. The Service Provider shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents.

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

The Service Provider shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions.

The CO shall be notified in writing of all litigation pertaining to this IGSA and provided copies of any pleadings filed or said litigation within five working days of the filing. The

Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.

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

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

**C. Exclusivity**

The Service Provider or Service Provider agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the CO with input from the COTR. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

**D. Quality Control**

The Service Provider is responsible for management and quality control actions necessary to meet the quality standards set forth in the Agreement. The Service Provider must provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Service Provider of concurrence or required modifications to the plan before the contract start date. The Service Provider must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A NTP will be issued upon CO concurrence of the QCP.

The Service Provider shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Service Provider shall periodically review and update the QCP policies and procedures on an annual basis. The Service Provider shall audit facility operations monthly for compliance with the QCP. The Service Provider shall notify the Government 48 hours in advance of the audit to ensure the COTR is available to participate. The Service Provider's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation planes) to the COTR.

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

**E. Quality Assurance (QA)**

1. The Government's Quality Assurance Program is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The Quality Assurance Surveillance Plan (QASP) procedures recognize that the Service Provider is not a perfect manager and that unforeseen problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.
2. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.
3. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the Contracting Officer addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.
4. The COTR may check the Service Provider's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.
5. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services and the total payment due.

ICE will develop the Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the PWS. Attachment 2 of this Agreement sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Service Provider. It presents the financial values and mechanisms for applying adjustments to the Service Provider's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
  - a. Define the roles and responsibilities of participating Government officials.
  - b. Define the types of work to be performed.
  - c. Describe the evaluation methods that will be employed by the Government in assessing the Service Provider's performance.

- d. Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
- a. The COTR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Service Provider on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Service Provider's work performance.
  - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Service Provider's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COTR's evaluation of the Service Provider's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Service Provider's performance, e.g., monetary adjustments for inadequate performance. See Attachment 2 of the contract.

**F. Service Provider's Failure to Perform Required Services**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the Service Provider's invoice shall reflect the contract's reduced value resulting from the Service Provider's failure to perform required services. The Service Provider shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

**G. Inspection by Regulatory Agencies**

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

**H. Performance Evaluation Meetings**

The Service Provider's representatives shall meet with the COTR(s) on a regular basis as determined necessary by the Government. These meetings will provide a management level review and assessment of Service Provider performance, a discussion and resolution of problems.

**I. Service Provider's Employee Manual**

The Service Provider shall provide an Employee Manual, which, at a minimum, addresses the following:

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

The Service Provider must provide a copy of the Employee Manual to the Service Provider's employees at the facility. Upon request by the COTR, the Service Provider shall document to the Government that all employees have reviewed a copy of the manual.

**J. Facility Staffing Plan and Key Personnel**

The Service Provider shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Service Provider shall staff the post-positions in accordance with the Service Provider-submitted and Government-acknowledged Service Provider Staffing Plan. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. The Service Provider must maintain an overall staffing level of 90% for all required post as agreed upon of the ICE-approved Service Provider staffing plan included within this Agreement at all times. Overtime costs must not exceed that of 10%. All Government identified mandatory posts must be filled at all times.

Each month, the Service Provider shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

1. Minimum Staffing Requirements

The Service Provider shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Service Provider shall ensure daily Detention Officer Assignment rosters, by shift, for the duration

of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift.

2. Supervisory Staffing

The Service Provider is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the Agreement. The Service Provider shall provide the COTR with the names of Shift Supervisors designated by the Service Provider before commencement of services.

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

3. Key Personnel

The Service Provider shall provide resumes for key personnel to the Government. The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this Agreement. The Service Provider shall have key personnel employed and on site before the Service Provider can begin performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the Agreement, (the Service Provider may use other titles):

- a. Warden/Facility Director. The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. Assistant Warden/Deputy Facility Director. The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have three to five years of related industry experience, and have knowledge of program objectives, policies, procedures, and

requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.

- c. Shift Supervisor (or Equivalent). Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.
- d. Training Officers. Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to any training.
- e. Quality Assurance Manager. The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or to have three to five years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. To establish and maintain a congenial line of communication with the Service Provider, the Service Provider's Warden/Facility Director and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. Organizational Chart

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

**K. Employee Standards**

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Service Provider shall take disciplinary action against employees who disregard



those standards. The Service Provider shall perform pre-employment suitability checks for all employees and prospective employees.

**L. Training Program**

The Service Provider shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection 4 of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after award and before performance begins; the Service Provider shall submit the training plan to the COTR for review. The Service Provider is not to begin training until the COTR has approved the training plan.

**M. Housing, Health and Medical Care**

The Service Provider shall provide detention services, to include detainee welfare, and record keeping services for ICE, in support of the detention and removal process.

1. Detention Site Standards

The Service Provider shall ensure that detention sites conform to ACA and the 2008 PBNDS. A fire and emergency plan shall exist and shall be aggressively managed. The Service Provider shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.
- b. Have a suitable waste disposal program.
- c. The Service Provider shall distribute suitable linens (sheets, pillow cases, towels, etc.). The Service Provider shall launder and change linens per the ICE Standards.
- d. The Service Provider shall distribute appropriate clean blankets.
- e. The Service Provider shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Service Provider shall distribute articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

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

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

The Facility shall be subject to periodic and random inspections by the COTR, alternate COTR, or other officials to insure compliance with the 2008 PBNDS. Deficiencies shall be immediately rectified or a plan for correction submitted by the Service Provider to the COTR for approval.

2. Health and Medical Care

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

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Service Provider shall notify the COTR and/or alternate COTR of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2008 PBNDS, including: intake arrival screening, tuberculosis testing and symptom screening, on-site sick call, chronic care, over the counter and prescription medication and durable medical equipment and medical supplies.

In the event of an emergency, the Service Provider shall proceed immediately with providing necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided. The costs of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC) and at no time shall the Service Provider or detainee incur any financial liability related to such services.

A true copy of a detainee's medical records shall be transferred with the detainee. A transfer summary shall also accompany the detainee outlining necessary care

during transit to include medications, medical precautions; equipment needed, and appropriately authorized methods of travel.

The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, a registered nurse to provide health care and sick call coverage and a medical provider to address chronic care issues and prescribing of medication unless expressly stated otherwise in this Agreement.

The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health requests and deliver them in writing to the medical health care staff.

The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any.

Onsite health care personnel shall perform initial medical screening within (12) hours of arrival to the Facility. Sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs and mental and dental health assessments shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD) or chest x-ray, and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).

The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and provide custody oversight and medication as needed.

A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider.

If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify ICE. Upon such notification, the

Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide

The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. Authorized payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

VA FSC  
IHSC  
Austin, TX  
Phone: (800) 479-0523  
Fax: 512-460-5538

The Service Provider shall allow IHSC Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).

The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its subcontractor/vendor upon request from the Contracting Officer's Technical Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a. The provision of health care to such individuals;
- b. The health and safety of such individual or other inmates;

- c. The health and safety of the officers or employees of or others at the correctional institution;
- d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- e. Law enforcement on the premises of the correctional institution; and
- f. The administration and maintenance of the safety, security, and good order of the correctional institution.

The Service Provider shall direct offsite medical providers to submit all medical invoices for authorized payment for medical, dental and mental health services to the following address:

VA Financial Services Center  
PO Box 149345  
Austin TX 78714-9345  
(800) 479-0523

The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- a. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # IHSC assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
- b. The pharmacy shall run the prescription through the Script Care network for processing.
- c. Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- d. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

4. Facility Requirements for Infectious Disease Screening

The Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility. (CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

5. Tuberculosis Screening

In order to prevent the transmission of TB to the resident population of a detention facility, the Service Provider will perform a TB screening as part of the a routine intake screening within 12 hours of detainee admission and identify suspected TB disease before the detainee is assigned to a housing unit or is transferred from the intake processing area. A screening chest x-ray will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of contagious TB. The turnaround time for chest x-ray interpretation should be four hours or less. Detainees who are identified with confirmed or suspected active TB will be assigned to an airborne infection isolation room and managed in accordance with the PBNDS and CDC guidelines.

6. Tele-radiology Service Provider

The Service Provider shall either use the services of the ICE Tele-radiology Service Provider (ITSP) or those of a Tele-radiology Service Provider of their choice. The cost of the equipment, maintenance of the equipment, training of staff, and arrangements for interpretation of the x-rays by credentialed radiologists, and transmission of data to and from the detention facility are provided by the ITSP and charged directly to ICE. The Service Provider shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports. The teleradiology coordinator may be a nurse or nurse practitioner and collateral duty

of the appointed staff. It is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee.

7. Transportation Services:

Facility transportation services shall include the following:

- a. The Service Provider shall provide transportation services to and from medical facilities and doctor offices for necessary scheduled appointments, the cost of which is included in the per diem rates payable to the Service Provider.
- b. In addition, the Service Provider shall provide any further transportation services to and from the Facility as may be required or requested by the COTR, including but not limited to transportation between the Facility and the Courts, the cost of which shall be billed by the Service Provider in accordance with the terms of a separate transportation agreement to be negotiated and executed by the parties.
- c. The Service Provider shall furnish suitable vehicles in good condition, approved by the COTR, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
- d. The Service Provider shall not allow employees to use their privately owned vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features (such as, but not limited to door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats) and be in accordance with the 2008 PBNDS including physical separation of detainees from guards.
- e. All transportation services shall be accomplished in an appropriate and economical manner.
- f. The Service Provider shall, upon order of the COTR, or upon its own decision in an urgent or emergency medical situation with notification to the COTR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Provider shall then return the detainee to the Facility.
- g. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same

security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement.

- h. All transportation Officers shall be armed in the performance of these duties.
- i. The Service Provider shall establish a fully operational communication system that has direct and immediate contact with all transportation vehicles and post assignments. Upon request, the COTR shall be provided with current status of all vehicles and post assignment employees.

8. Guard Services:

- a. The Service Provider agrees to provide stationary guard services, at a separately agreed hourly rate, on demand by the COTR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COTR. Qualified detention officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by CO or COTR to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- b. The Service Provider shall be authorized two officers for each such remote location, unless additional officers are required, per the direction of the COTR or designated ICE officer.
- c. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

9. Notification and Public Disclosures

Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or



exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.

10. Establish and Maintain Program for Prevention of Sexual Abuse/Assault

The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA).

### **III. PERSONNEL**

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

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

The Service Provider shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards.

A record of this certificate must be provided to the COTR prior to the employees beginning work under this contract. The Service Provider shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

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

8. The Service Provider shall not employ any person who is currently an employee of any federal agency - including active duty military personnel - or whose employment would present an actual or apparent conflict of interest.

**B. Minimum Personnel Qualification Standards**

The Service Provider must agree that each person employed by the firm or any sub-Service Provider(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and have no criminal record. Each employee of the Service Provider and of any sub-Service Provider(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Service Provider shall retain the original Form I-9 and shall furnish the COTR with a copy of the Form I-9 before the employee commences work. The Service Provider shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees. In addition, each employee shall meet the following requirements in accordance with the Agreement requirements:

1. All employees shall be a minimum of 21 years of age. Employees currently employed that are under the age of 21 will be allowed to stay employed under this contract in all positions they would otherwise be eligible for at the facility.
2. Employees shall have at least one year of general experience that demonstrates the following:
  - a. The ability to greet and deal tactfully with the general public;
  - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
  - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

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

The Service Provider shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Service Provider shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record - Report of Medical Examination. The Medical Record - Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COTR, the Service Provider shall make medical records of contract employees available for review. The Service Provider will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Service Provider shall certify in writing to the COTR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
3. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
4. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet.
5. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Service Provider shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Service Provider shall be responsible for retesting of employees annually.
9. The Service Provider shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Service Provider employees do not meet minimum health standards, the Service Provider's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

10. Employees currently employed who do not meet the physical requirements as defined above will be allowed to stay employed under this contract in all positions they would otherwise be eligible for at the facility.

**D. Random Drug Testing**

The Service Provider shall have a random drug-screening program that randomly tests a minimum of 10% of all Service Provider staff every quarter. ICE may require drug screening for cause at any time. The Service Provider shall order and accomplish drug screening at the Service Provider's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Service Provider shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

**E. Contraband Program and Inspection**

A contraband control program shall be established in accordance with the 2008 PBNDS and the ACA standards on the control of contraband. The Service Provider's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, the Service Provider shall immediately remove the employee from performing duties under this Agreement. The Service Provider shall revoke employees' credentials, complete required disposition, and immediately notify the COTR when the employee is removed from duty.

**F. Removal from Duty**

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

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the

position in question, or would constitute a direct threat to the property or safety of others.

7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

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

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

18. Service Provider employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition. At the direction of the COTR, the Service Provider shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the Service Provider shall remove the employee from work under this contract and other ICE contracts.

**G. Tour of Duty Restrictions**

The Service Provider shall not utilize any uniformed contract employee to perform duties under this Agreement for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Service Provider or another employer, those hours shall count against the 12-hour limitation. Employees performing transportation duties can work up to 15 hrs in a 24 hr period as needed under Department of Transportation regulations.

**H. Dual Positions**

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

**I. Post Relief**

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

**J. Personnel Files**

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

**K. Uniform Requirements**

These requirements apply to Resident Monitoring Staff (Supervisory Detention Officers and Detention Officers) who perform work under the contract.

1. Uniforms

The Service Provider shall provide non-traditional uniforms to its employees, such as kaki pants and polo shirts. The design and color of the Service Provider's uniforms shall not be similar to those worn by ICE officers or detainees. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Supervisory personnel should wear different color shirts to distinguish them from line staff. Each officer shall wear an identification nametag over the right breast shirt pocket. Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order.

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

Prior to the Agreement performance date, the Service Provider shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.

2. Identification Credentials:

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

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



**L. Permits and Licenses**

1. Business Permits and Licenses

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

2. Licensing of Employees

Before reporting to duty on this contract, the Service Provider shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is located. The Service Provider shall verify all licenses and certifications. If applicable, all Service Provider staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Service Provider's authority under this Agreement is limited to space or posts that are under the charge and control of ICE. The Service Provider will not extend his services into any other areas.

**M. Encroachment**

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

**N. Work Schedules**

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

1. Post Work Schedules

One week in advance, the Service Provider shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR

on a monthly basis. Schedules shall be prepared on a form designated by ICE. The Service Provider can use their own format if they already have an established procedure for doing so. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Service Provider shall provide, to ICE the duty roster showing all assignments for the following day. At the completion of each shift, the Service Provider shall also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. The on-duty Service Provider Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When an employee is not being utilized at a given post, the Service Provider at the direction of the COTR or ICE Supervisor on Duty may reassign him/her to another post.

## 2. Starting and Stopping Work

The Service Provider is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed. The Service Provider shall provide, to ICE COTR, documentation certifying that each contract employee has been issued approved uniforms and equipment prior to Entry on Duty (EOD) date.

## 3. Recording Presence

The Service Provider shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Service Provider's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours or other forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Service Provider must utilize those points for this purpose. Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Service Provider.

Each line on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures,

obliterations, superimposed, or double entries of any type on anyone line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Service Provider must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4. Rest Periods

When the Service Provider authorizes rest and relief periods for a Service Provider employee, a substitute officer shall be assigned to the duty location.

5. Work Relief

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

6. Hospitalization of Detainees

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

#### **IV. BACKGROUND AND CLEARANCE PROCEDURES**

##### **A. Security Requirements**

General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.

Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:

1. Criminal conduct, either as substantiated by convictions or independent evidence.
2. Misconduct or negligence in employment.
3. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
4. Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others.
5. Falsification and/or omission of pertinent information to influence a favorable employment decision.
6. Dishonest conduct, to include failure to honor just debts.
7. National security concerns.
8. Any other legitimate nondiscriminatory reason that DHS or its components find would adversely effect the efficiency of the service.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement has a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

##### **B. General**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

##### **C. Suitability Determination**

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may,

as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU.

#### **D. Background Investigations**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form  
will be submitted via e-QIP (electronic Questionnaires for  
Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports  
Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as  
well)
6. Authorization for Release of Medical Information

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office

(DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

**E. Transfers from Other DHS Contracts**

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COTR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

**F. Continued Eligibility**

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the

standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

#### **G. Employment Eligibility**

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

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

## **H. Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

## **I. Information Technology Security Clearance**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

## **J. Information Technology Security Training and Oversight**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the



individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

**K. Initial Drug Testing**

The Service Provider must obtain screening for the use of illicit drugs of every employee and prospective employee working under this Agreement. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites by an individual. ICE may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening. Prior to the granting of a favorable EOD decision, the Service Provider must submit the results of the drug screening on the applicant to the COTR. Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The ICEIDRO reserves the right to expand the list above to include additional drug/drug classes.) Service Provider shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, Service Provider must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Service Provider must post the ICE "Drug Free Workplace Policy" in all facility work areas.

**L. Training**

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COTR receives written certification from the Service Provider.

Facility staff will be trained in accordance with the 2008 PBNDS and ACA standards. To enhance the staff's ability to carry out the mission of civil detention, additional training related to communication skills, sensitivity, multi-cultural awareness, and basic medical care may be provided.

To support a civil versus penal environment, facility staff may be dressed in non-traditional uniforms.

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COTR receives written certification from the Service Provider.

1. General Training Requirements

a. All employees will have the training described in the ACA Standards and in this section. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

b. All new Officers and Custody staff will receive 120 hours of training during the first year of employment.

2. Basic Training Subjects:

- a. 2008 PBNDS
- b. Security procedures and regulations
- c. Supervision of detainees
- d. Searches of detainees, housing units, and work areas
- e. Signs of suicide risk, suicide precautions, prevention, and intervention
- f. Indicators of hunger strike
- g. Code of Ethics
- h. Health-related emergencies
- i. Drug-free workplace
- j. Self-defense techniques
- k. Use-of-force regulations and tactics
- l. Hostage situations and staff conduct if taken hostage
- m. Report writing
- n. Detainee rules and regulations
- o. Key and lock control
- p. Rights and responsibilities of detainees
- q. Safety procedures
- r. Emergency plans and procedures
- s. Interpersonal relations
- t. Social/cultural lifestyles of the detainee population

- u. Cultural diversity for detainees and staff
- v. Communication skills
- w. Cardiopulmonary resuscitation (CPR) and first aid
- x. Counseling techniques
- y. Sexual abuse and assault awareness

*\*\*Firearm Training for Required Armed Detention Services in accordance with State licensing requirements. Service Provider shall certify proficiency every quarter.*

Additional classes shall be at the discretion of the Service Provider with the approval of the COTR.

3. Refresher Training

- a. Every year the Service Provider shall conduct 40 hours of Refresher Training for all Officers and Custody staff including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.
- b. The Service Provider shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Service Provider shall provide documentation of refresher training to the COTR.
- c. In addition to the refresher training requirements for all Officers and Custody staff, supervisors must receive refresher training relating to supervisory duties.

4. Basic First Aid and CPR Training

- a. All members of the Service Provider's security staff shall be trained in basic first aid and CPR. They must be able to:
  - 1. Respond to emergency situations within four minutes.
  - 2. Perform cardiopulmonary resuscitation (CPR).
  - 3. Recognize warning signs of impending medical emergencies.
  - 4. Know how to obtain medical assistance.
  - 5. Recognize signs and symptoms of mental illness.
  - 6. Administer medication.
  - 7. Know the universal precautions for protection against blood-borne diseases.

5. Supervisory Training

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

- a. Techniques for issuing written and verbal orders
- b. Uniform clothing and grooming standards
- c. Security Post Inspection procedures
- d. Employee motivation
- e. Scheduling and overtime controls
- f. Managerial public relations
- g. Supervision of detainees
- h. Other company policies

Additional classes shall be at the discretion of the Service Provider with the approval of the COTR.

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

6. Proficiency Testing

The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COTR shall approve the questions before the Service Provider can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider must provide the COTR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this agreement.

7. Certified Instructors

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

8. Training Documentation

- a. The Service Provider shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.
- b. The Service Provider shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

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

**A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention**

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the 2008 PBNDS. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

**B. Manage the Receiving and Discharge of Detainees**

In accordance with the 2008 PBNDS, the Service Provider will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed to ensure they can be housed at the facility, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Service Provider shall comply with the ICE policy on Admission and Release when entering detainee admission and release data. ICE detainees shall be fingerprinted in accordance with the ICE policy on Admissions Documentation. The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Government will be responsible for classifying detainees prior to their arrival to ensure the facility population does not include individuals with violent or predatory behavior. This facility is designed for low risk detainees that include non-criminals as well as individuals with non-violent criminal records. (Deletion) Individuals who become disruptive and present a danger to the safety and security of the facility and the residents will be removed from the facility immediately, with authorization from the ICE officials in charge.

**C. Manage and Account for Detainee Assets (funds, property)**

The Service Provider will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

The Service Provider shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds, valuables, and personal property to a detainee

being transferred or released that adheres to the requirements of ICE policy. The Service Provider shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

**D. Securely Operate the Facility**

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys. Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms. The Service Provider shall provide constant unarmed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

The Service Provider shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Service Provider shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Service Provider staff supervision.

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

The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the Prison Rape Elimination Act (PREA). This program shall include training and/or information that is given separately to both staff and detainees.

**F. Establish and Maintain a Program for Suicide Prevention and Intervention**

The Service Provider shall develop and implement a comprehensive suicide prevention and intervention program in accordance with the 2008 PBNDS. This program shall include training and/or information that is given separately to both staff and detainees.

**G. Enforce the Detainee Disciplinary Policy**

The Service Provider shall comply with the 2008 PBNDS disciplinary policy. Facility authorities will take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

**H. Maintain Detainee Accountability**

A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. .

**I. Collect and Disseminate Intelligence Information**

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Service Provider shall share all intelligence information with the Government.

**J. Provide Security Inspection System**

The Service Provider will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Service Provider's inspections program will meet the requirements of the 2008 PBNDS for Security Inspections.

The Service Provider shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency. The Government may investigate any incident pertaining to performance of this contract. The Service Provider shall cooperate with the Government on all such investigations. The Service Provider shall immediately report all serious incidents or criminal activity to the COTR Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Pursuant to ICE instructions, the Service Provider shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely



affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

**K. Maintain Institutional Emergency Readiness**

The Service Provider shall submit an institutional emergency plan that will be operational prior to issuance of the NTP. The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified without the further written concurrence of the CO. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community. Likewise, the Service Provider shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Service Provider, and maintained in a secure location outside the secure perimeter of the facility.

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

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with the 2008 PBNDS regarding Emergency Plans.

The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electromuscular disruption (EMD) devices is prohibited. The COTR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of the 2008 PBNDS on Use of Force.

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

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

The Service Provider will restrict access of data information pertaining to ICE detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties. In accordance with the Freedom of Information/Privacy Act (FOIAIP A), the Service Provider may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COTR. The Service Provider is required to develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Service Provider will notify the COTR and alternate COTR within four hours of a security incident.

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

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

The Service Provider shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Service Provider employees shall write reports of incidents as outlined in the post orders. The Service Provider shall operate and control all designated points of access and egress on the site; such as, detainee housing units, courtrooms, medical facilities, and hold rooms. The Service Provider shall inspect all packages carried in or out of site in accordance with ICE procedures. The Service Provider shall comply with ICE security plans.

The Service Provider shall comply with all the 2008 PBNDS pertaining to the security and control of the detention facilities. The Service Provider will adhere to local operating procedures within each facility.

### **B. Unauthorized Access**

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

### **C. Direct Supervision of Detainees**

The Service Provider shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies.

### **D. Logbooks**

The Service Provider shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:

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

### **E. Records and Reports**

The Service Provider shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each

detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The Service Provider shall provide monthly status reports to the COTR or alternate COTR. Such reports will include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports must be submitted to the COTR or alternate COTR by the fifth of each month for the previous month's activities and staffing.

The Service Provider shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this Agreement. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection. The Service Provider shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this Agreement. The distribution, format, and time elements for these reports shall be directed by Government requirements. All records and logs, required for operation and performance of work under this Agreement, shall be made available to ICE at Agreement completion. The Service Provider shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion or contract termination. The written inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall be consistent with the National Archives and Records Administration (NARA) guidelines for inventoried records (see: <http://www.nara.gov/records/index.html>). Inventory shall describe the contents of a particular box of records and shall include record type and date of records, and shall be consistent with NARA inventory requirements.

The SF - 135, Records Transmittal and Receipt, shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on the back of the SF- 135a, Records Transmittal and Receipt (continuation), and the Service Provider shall inventory the records to that level of detail.

#### **F. Detainee Counts**

The Service Provider shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/pi/dro/opsmanual/>.) The Service Provider shall be responsible for documenting the physical detainee counts in the logbook. The Service Provider shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place once per shift or as directed by the COTR or alternate COTR. All counts shall be documented in separate logs maintained in the

applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

**G. Daily Inspections**

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

The Service Provider shall also notify the COTR of any abnormalities or problems. The Service Provider shall immediately notify the COTR or alternate COTR on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COTR by the end of the shift.

**H. Control of Contraband**

The Service Provider shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with the 2008 PBNDS, and turned over to the COTR or alternate COTR on duty. The Service Provider shall document records of the searches in a logbook and forward a report to the COTR within 24 hours after discovery of the contraband items.

**I. Keys and Access Control Devices**

The Service Provider shall adhere to key control policies, in accordance with the 2008 PBNDS

Entrance Access Controls: The Service Provider shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by the 2008 PBNDS.

The Service Provider may accept registered mail and parcels, in accordance with ICE approved procedures. The Service Provider shall be responsible for the distribution of all received mail and parcels.

**J. Control of Chemicals**

The Service Provider shall adhere to, the 2008 PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

**K. Post Orders**

The Service Provider shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Service Provider is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Service Provider shall make post orders available to all Service Provider employees. Each Service Provider Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Service Provider shall retain its employees' certifications and make them available to the COTR upon request.

**L. Deviation from Prescribed Schedule Assignments**

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

**M. Use of Force Policy**

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Service Provider shall adhere to the 2008 PBNDS on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Service Provider Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Service Provider Shift Supervisor shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COTR or Alternate COTR within 24 hours of the incident.
4. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.

- d. A list of all participants and witnesses (Service Providers, detainees, and ICE personnel) to incident.
5. The calculated use of force must be in accordance with the 2008 PBNDS and requires, at a minimum, the following:
  - a. The formulation of an After Action Review Team, which must include the participation of the COTR.
  - b. An After Action Report submitted to the COTR within 30 days of the incident, with corrective actions noted, if applicable.
  - c. Video footage of the incident must be made available for potential ICE review.

**N. Use of Restraints Policy**

The Service Provider shall comply with the 2008 PBNDS governing the use of restraint equipment. Restraints shall never be applied as punishment nor shall they be used for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Service Provider from using all other restraint devices.

**O. Intelligence Information**

The Service Provider shall notify the COTR or Alternate COTR immediately on issues, which could impact the safety, security, and the orderly operation of the facility.

**P. Lost and Found**

The Service Provider shall log and maintain all lost and found articles and shall report all items to the COTR or Alternate COTR.

**Q. Escapes**

The Service Provider shall take all appropriate measures to prevent escapes. The Service Provider shall notify the COTR and Alternate COTR immediately if an escape or an attempted escape has occurred. The Service Provider shall provide the COTR and alternate COTR with a written report prior to the end of the shift. The Service Provider shall be held to the following standards concerning escapes:

1. The Service Provider assumes absolute liability for the escape of any detainee in its control, subject to limitations delineated in item 5 below.
2. The Service Provider shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include

reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually, and updated as necessary.

3. Escapes shall be grounds for removing the responsible Service Provider Employee(s) from duty if the Service Provider Employee(s) is/are determined by the Service Provider or the COTR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. ICE may make deductions due to nonperformance. It is specifically understood and agreed that the Government may not reduce the Service Provider's invoice or otherwise withhold payment from or impose any financial penalty upon the Service Provider based upon walk-aways or escapes from the facility, unless such walk-aways or escapes are the result of the Service Provider's gross negligence, it being understood and agreed that this is not a secure facility.

**R. Correspondence and Other Mail**

In accordance with the 2008 PBNDS, the Service Provider will ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Service Provider shall distribute detainee mail within 24 hours of its arrival at the facility.

**S. Evacuation Plan**

The Service Provider shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per the 2008 PBNDS regarding emergency plans.

**T. Injury, Illness, and Reports**

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

The Service Provider shall immediately notify the COTR and alternate COTR about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COTR and alternate COTR. The Service Provider shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Service Provider shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Service Provider staff, ICE staff, or property damage.



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

**U. Protection of Employees**

The Service Provider shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual. (For additional information, please see Occupational Exposure to Blood Bourne Pathogens, 29 CFR 1910.1030.)

**V. Medical Requests**

The Service Provider shall adhere to ICE policies and procedures regarding detainee medical requests. Please see [http://www.ice.gov/doclib/IPBND/2008/PBNDS/medical\\_care.pdf](http://www.ice.gov/doclib/IPBND/2008/PBNDS/medical_care.pdf) to view the 2008 PBNDS on Medical Care. If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Service Provider's Supervisor will, in turn, notify the medical provider as well as the COTR and alternate COTR.

**W. Emergency Medical Evacuation**

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

**X. Detainee Death of Injury**

The Service Provider shall comply with the 2008 PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of such an occurrence, the Service Provider shall immediately notify the COTR and alternate COTR.

**Y. Sanitation and Hygienic Living Conditions**

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

## **VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES**

### **A. General**

The Service Provider shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Service Provider personnel shall adhere to the 2008 PBNDS and shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

**IX. MANAGE A DETAINEE WORK PROGRAM**

**A. General**

Detainee labor shall be used in accordance with the detainee work plan developed by the Service Provider, and will adhere to the 2008 PBNDS on Detainee Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details. Detainees shall not be used to perform the responsibilities or duties of an employee of the Service Provider. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Service Provider. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, unusual physical demands, and cleaning of medical areas.

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

**X. HEALTH SERVICES**

The Service Provider will provide all health and medical-related services for the facility, as previously described in this PWS.

**A. Manage a Detainee Death in Accordance with the 2008 PBNDS on Terminal Illness, Advance Directives, and Death**

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

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

The Service Provider shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state approved death certificates, and local transportation of the body. The Service Provider shall ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

**XI. FOOD SERVICE**

**A. Manage Food Service Program in a Safe and Sanitary Environment**

The Service Provider shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program. The Service Provider shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the 2008 PBNDS on Food Service. The facility shall provide a centralized dining room. Vending machines for those detainees wishing to purchase additional snacks may be provided.

## **XII. DETAINEE SERVICES AND PROGRAMS**

### **A. Manage Detainee Clothing, Linens, and Bedding**

The Service Provider shall issue and exchange detainee clothing, linen, and bedding in accordance with the 2008 PBNDS on the Issuance and Exchange of Clothing, Linen, and Bedding. Detainees may be dressed in relaxed non-traditional clothing.

### **B. Manage Multi-Denominational Religious Services Program**

The Service Provider shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the 2008 PBNDS on Religious Practices.

### **C. Provide for a Detainee Recreation Program**

The Service Provider shall develop and ensure adequate and meaningful recreation programs for detainees at the facility. In addition to a courtyard area, the facility shall provide several all purpose rooms that can be used by detainees to play indoor table games, watch TV, read, and generally interact with other detainees in a relaxed setting.

The courtyard area will offer recreational equipment to provide aerobic and strength conditioning. Outside recreation activities may include handball, volleyball, basketball soccer, or other activities appropriate to the needs of the population. Subject to the security needs of the facility, detainees may be allowed to access the courtyard recreation area within the facility's perimeter at various hours of the day and early evening.

Computers may be provided for use by the detainees. Under very controlled access, detainees may be allowed internet access in order to contact and maintain family ties. Depending on their length of stay, some computer and ESL classes may be offered. In addition, some arts and craft opportunities could be made available.

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

A commissary shall be operated by the Service Provider as a privilege to detainees who will have the opportunity to purchase from the commissary several times per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COTR or alternate COTR. The commissary inventory shall be provided to the COTR upon request. The Service Provider may assess sales tax to the price of items, if state sales tax is applicable.

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those

needed for commissary operations shall be used solely to benefit detainees at the facility. Profits may also be used to offset commissary staff salaries. The Service Provider shall provide independent auditor certification of the funds to the COTR every 90 days. At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

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

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

The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the 2008 PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

The ICE designated DTS-IV vendor will be the exclusive provider of detainee telephones for this facility. The DTS-IV Service Provider shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS-IV provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Service Provider. The DTS-IV provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-IV, and the maintenance and operation of the system. The Service Provider will not be entitled to any commissions, fees, or revenues generated by the use of the DTS-IV or the detainee telephones.

The Service Provider shall inspect telephones for serviceability. The Service Provider will notify the COTR or alternate COTR of any inoperable telephones.

**F. Visitation**

Full contact visitation shall be provided within a designated area with hours of operation throughout the week. The facility shall provide private areas for attorneys to visit clients and multi-purpose rooms for NGOs rights presentations. These rooms shall also be available for use by consular officials.

**G. Law Library**

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area - "Law Library" - in accordance with the 2008 PBNDS on the Access to Legal Materials. It will also provide space for recreational reading material within the Library.

**H. Physical Plant**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Service Provider-furnished except as otherwise noted. The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population. A one year construction schedule is acceptable for new physical plant requirements. The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The International Building Code – 2006 Edition (Applicable Code for Karnes, Texas).
2. The Uniform Building Code (UBC), with the State of facility location's Amendments;
3. The Building Officials and Code Administrators (BOCA) National Building Code (NBC); or
4. The Standard Building Code (SBC).

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether new construction expansion or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply. E.O. 12699 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992



BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards/Fed Std. - 795 4/01188 Edition" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements. Activities, which are implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Service Provider shall remain in compliance with federal statutes during performance of the contract including, but not limited to: the following Acts: Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery; and other applicable laws, regulations and requirements. The Service Provider shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42U.S.C. 4321. The Service Provider shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Service Provider shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Service Provider shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Service Provider, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Service Provider shall immediately report the incident to the COTR or ICE designated official. The liability for the spill or release of such substances rests solely with the Service Provider and its agent.

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

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life

Safety Codes. The Service Provider shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Service Provider prior to issuance of the NTP shall submit design/construction documents to the COTR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COTR on a monthly basis. Government staff will make periodic visits during construction to verify Service Provider progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COTR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COTR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP. Promptly after the occurrence of any physical damage to the facility (including disturbances), the Service Provider shall report such damage to the COTR or ICE designated official. It shall be the responsibility of the Service Provider to repair such damage, to rebuild or restore the institution. A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Service Provider access to Government required space must be pre-approved by the COTR. In cases of emergency the Service Provider shall notify the COTR promptly.

The Service Provider, in accordance with its facility operation and maintenance, shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Service Provider-furnished except as otherwise noted.

The facility shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies.

The facility shall provide housing configurations commensurate with the security needs of the population. The facility shall consist of a two-story structure featuring large internal courtyards for recreation with residential areas surrounding the courtyards. The design of the facility shall allow reasonable freedom of detainee movement.

The Service Provider shall provide and maintain a perimeter patrol and an electronic surveillance system, which will identify any unauthorized access to the institution's perimeter. The facility's exterior walls shall constitute the perimeter of the facility, therefore negating the need for fences, razor or barbed wire.

The facility shall provide multipurpose rooms for social activities and recreation; laundry rooms for personal clothing are located within each housing wing. Residential areas shall be individual rooms housing up to 8 detainees, each room featuring its own

bathroom/shower for privacy and appropriate accommodations. The facility shall have a centralized dining room where detainees may gather during meals.

Each multi-occupancy detainee room should provide ample natural/ambient light, through windows in the front of the rooms.

**NOTE:** The physical plant layout and design of the Karnes County Residential Center will be in accordance with the attached facility floor plans dated 16 November 2010 or any newer version thereof. These floor plans are incorporated into the PWS by reference, and include, but are not limited to, the following physical spaces:

1. ICE, OPLA, and EOIR Space: The government anticipates a number of staff will be on site to monitor contract performance and manage other government interests associated with operation of the facility. The Service Provider shall provide an on-site enclosed office space for required number of ICE staff, to include some nominal number of OPLA employees. Also included will be three (3) EOIR video-teleconferencing (VTC) courtrooms. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections. The Service Provider shall refer to ICE Design Standards (current as of August 1, 2010) for specific office and workstation sizes and specific furnishing requirements for a 600-bed all adult male facility.

**NOTE:** Since EOIR will not be located at the facility at the 600-bed level, adequate state-of-the-art teleconferencing rooms will be installed to meet the needs of both ICE and EOIR. Separate rooms will be established to provide EOIR with remote video capability, while other rooms will allow ICE officers to remotely interview detainees or consular officers to interview detainees and issue travel documents.

2. Health Services Space: Health services will be provided by Karnes County, through its sub-Service Provider. Healthcare Services Design Standards shall be in accordance with applicable ICE requirements when provided by the Service Provider.
3. ICE Processing Area: The processing area shall be designed to process male detainees as required in high frequency rates and varying numbers. The processing area shall be in compliance with the ICE Hold Room Standard and the 2008 PBNDS
4. Furniture: All furniture and case goods (modular cubical, shelving, drawers, etc.) shall be furnished by the Service Provider in accordance with ICE Design Guide and specifications as required in accordance with the ICE Design Standards.
5. ICE IT Equipment: ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers

and fax machines. All infrastructure and cabling shall be provided by the Service Provider in accordance with the Structured Cable Plant Standard.

**NOTE:** ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. The system shall serve all operational components to include ICE, EOIR and OPLA.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Service Provider's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to Service Provider staff, except when specific permission is granted by on-site ICE, or OPLA staff. The Service Provider shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff. The Service Provider shall provide no less than 30 parking spaces for Government use. The Service Provider shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Service Provider is required to maintain the tapes and may not release them to anyone, unless approved by DRS. The Service Provider shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

### **XIII. PROPERTY ACCOUNTABILITY**

#### **A. General**

The Service Provider personnel shall not permit any Government property to be taken away or removed from the premises. The Service Provider shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

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

Normal wear and tear will be allowed. The Service Provider, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Service Provider shall cooperate fully in transferring property to the successor Service Provider.

The Government shall withhold final payment until adjustments are made for any lost property.

#### **B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government**

The Government will furnish the following property at no cost to the Service Provider:

1. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Service Provider shall be responsible to duplicate these standards for Service Provider employees.
2. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Service Provider via DHS Form 1-203, Order to Detain or Release Alien.
3. ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space, to include the ICE and EOIR administrative phone system.

#### **XIV. FIREARMS / BODY ARMOR**

##### **A. Firearms Requirements**

1. The Service Provider shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be reissued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.
2. Personal firearms shall not be used. A licensed gunsmith shall certify, in writing, all firearms safe and accurate.
2. Firearms shall be standard police service-type, semi-automatic or revolvers capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only - no reloads. The Service Provider shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.
3. The Service Provider shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.
4. The Service Provider shall account for all firearms and ammunition daily.
5. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
6. All firearms shall be licensed by the State.
7. Firearms will be inspected. This shall be documented by the Warden/Facility Director.
8. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
9. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
11. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
12. The Service Provider shall maintain appropriate and ample supplies of firearms upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The Service Provider shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this contract.
14. These lists shall be kept current through the terms of the contract and posted within each firearm's safe.
15. The Service Provider shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.
16. A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.
17. The Service Provider shall ensure that his/her employees have all permits and licenses in their possession at all times while in performance of this contract.

18. The Service Provider shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.
19. The COTR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
20. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.
21. The Service Provider shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.
22. The Service Provider certifies firearms training to the COTR.
23. The Service Provider shall certify proficiency every quarter.
24. The Service Provider shall provide an ICE approved intermediate weapon(s).

**B. Body Armor Requirements**

1. The Service Provider shall provide body armor to all armed Detention Officers and armed supervisor(s).
2. Body armor shall be worn while on armed duty.
3. The body armor shall meet all requirements as set forth in the ICE Firearms Policy.
4. The Service Provider shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.
5. All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
6. The use of personally owned body armor is not authorized.

## **XIV – STATEMENT OF OBJECTIVES FROM INITIAL PHASES OF THE PROCESS**

### **STATEMENT OF OBJECTIVES (SOO)**

#### **IMMIGRATION DETENTION REFORM**

#### **TEXAS CIVIL DETENTION IGSA PROPOSAL FOR LOW-RISK ALIENS**

##### **A. Introduction:**

A key goal of Immigration Detention Reform is to create a civil detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions based on the individual characteristics of a diverse population including: threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. Accordingly, ICE requires a wholly new generation of detention facilities uniquely suited to ICE’s civil detention authority. The new facilities must feature innovative and cost-effective designs and new approaches to construction materials, staffing, and operations. They must also provide easy access to legal services, abundant natural light, ample outdoor recreation, contact visitation, noise control, freedom of movement, programming opportunities consistent with detainee demographics, and state-of-the art medical facilities.

This Statement of Objectives (SOO) is for the provision of detention services by an IGSA partner for a supervised facility that is designed and operated specifically to house low-risk non-criminal aliens in the state of Texas. In response to this SOO, interested IGSA holders should submit a written proposal or “white paper” to the local DRO Field Office Director (FOD) that provides an overview of the offeror’s proposed facility and demonstrates how operation of that facility correlates to the ICE civil detention concept described below. A proposed per diem rate should also be included.

##### **B. Facility Overview:**

A. The desired facility will be a 600-bed adult residential facility, with the capacity to expand to 1200 beds. It will house asylum seekers, non-criminal aliens, and other low-risk, minimum security detainees within the state of Texas and be governed by the ICE Adult Residential Standards, which are currently being developed.

B.

C. ICE is seeking a non-secure housing facility that utilizes soft construction (not a traditional “brick and mortar” penal structure) that is cost effective and is supportive of ICE’s civil detention mission. If possible, the new facility should be co-located with an existing detention facility that can provide or at least augment support services such as: food, maintenance, laundry, utilities, and dental/medical/mental health as a way of minimizing construction costs, build-out time, and operational expenses.

D.

E. The ideal residential facility will have or offer the following:

- Enhanced but controlled freedom of detainee movement
- Cafeteria-style meals in a non-institutional environment



- Indoor and outdoor community areas with non-institutional seating and furniture
- Enhanced indoor and outdoor recreational activities, with extended hours, and outdoor recreation that allows for aerobic exercise in a natural environment
- Contact visitation including arrangements for visiting families, with extended hours
- Private areas for attorney/client meetings
- A high degree of staff-detainee support and interaction
- Programming, as appropriate for population demographics and average length of stay
- Appropriately sized and staffed dental/medical/mental health facilities (may be supported by existing co-located detention facility)
- Natural/ambient light, with windows throughout the facility
- A single perimeter fence, that is not topped with any barbed or razor wire
- Non-traditional staff and detainee uniforms/clothing
- Appropriately qualified and trained staff
- State-of-the-art-video teleconferencing capabilities

**B. Facility Location:**

The ideal residential facility will:

- Serve as a hub for low-risk detainees throughout the state of Texas. Currently, the San Antonio field office has the highest non-criminal, low security, minimal risk, detention population in the United States.
- Have access to public and commercial transportation routes and services
- Have access to pro-bono legal services
- Have access to local consulates
- Be outside the southern Texas hurricane zone (facilities within the zone, may be considered)

## ATTACHMENT (2)

# 2008 PERFORMANCE BASED NATIONAL DETENTION STANDARDS

(IN BY REFERENCE)

ATTACHMENT (3)

TITLE 29, PART 4

LABOR STANDARDS FOR FEDERAL  
SERVICE CONTRACTS

**TITLE 29--LABOR**

**PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents**

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining

agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any



subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$13.83 (As of Dec 07)
GS-07	\$17.83 (As of Dec 07)

Search current rates at <http://www.opm.gov/oca/08tables/>

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor

contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1)The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2)The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

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- Paragraph

OMB control number

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(b)(2) (i)--(iv).....	1215-0150
(e).....	1215-0150
(g)(1) (i)--(iv).....	1215-0017
(g)(1) (v), (vi).....	1215-0150
(l) (1), (2).....	1215-0150
(q)(3).....	1215-0017

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[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at  
61 FR 68663, Dec. 30, 1996]

# ATTACHMENT (4)

WAGE DETERMINATION NUMBER  
2010-0118 REV 1, DATED 09/02/2010

10011801.txt

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2010-0118  
Revision No.: 1  
Date Of Last Revision: 09/02/2010

State: Texas

Area: Texas County of Karnes

Employed on U.S. Department of Homeland Security contract agreement (IGA) for  
prisoner detention services between

United States Immigration and Customs Enforcement, Prisoner Operations Division and  
Karnes County Civil Detention Facility in TX.

The wage rates and fringe benefits paid by above company are hereby adopted as  
prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid  
less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards  
Act; \$7.25 per hour, effective July 24, 2009.

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an  
adequate number of uniforms without cost or to reimburse employees for the actual  
cost of the uniforms. In addition, where uniform cleaning and maintenance is made  
the responsibility of the employee, all contractors and subcontractors subject to  
this wage determination shall (in the absence of a bona fide collective bargaining  
agreement providing for a different amount, or the furnishing of contrary  
affirmative proof as to the actual cost), reimburse all employees for such cleaning  
and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

10011801.txt

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.



## ATTACHMENT (5)

# QUALITY CONTROL PLAN





## Quality Control Plan

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The GEO Group, Inc. (GEO) recognizes the vital role of quality control in every aspect of its operations. The primary focus of the Karnes County Civil Detention Center (the Center) is to provide safe, secure and humane care and custody of detainees. As a means to maintain this goal, GEO will maintain comprehensive Quality Control Plan which will ensure operations are in compliance with Government standards, court orders, American Correctional Association (ACA) Standards, and specific client policies.

### QUALITY CONTROL SCHEDULE AND TOOL

The GEO QCP is structured to examine each major functional area of facility operations. The Center's QCP will utilize the six GEO Core Tools as well as the six Client Specific Tools. Core Tools are defined as a combination of audit points which can be used to monitor quality assurance factors in various GEO facilities across the board such as inventory, food services, tool control, and central control. This tool is divided into six groups (i.e. CORE 1-6); each is completed according to an assigned cycle of twice per year, in addition to a third time during the annual Regional Audit. This tool is used in conjunction with the six Client Specific Tools. Client Specific Tools are like the Core Tools, except audit points address Client Specific/contract requirements such as programs, grievances, and intake procedures.

Included in the Karnes QCP are the following areas:

- CORE1 - General Administration, and Fiscal Management/SOX
- CORE2 - HR, IS, Food Service, Training, Mail Room, and Library
- CORE3 - Detainee Accountability, Key Control, Searches/Inspections, Armory, Perimeter Security, and SHU



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- CORE4 - Barber Shop, Fire/Safety, Facilities, HazMat, Emergency Preparedness, and Tool Control
- CORE5 - Access to Care, Addiction, Medication, Staff, Peer Review, and Records
- CORE6 - Medical Care, Communicable Disease/Infection Control, Mental Health, Detainee HC Rights, Sexual Assault, and ICE Supplements
- ICE1 - Recreation, Religious Practices, Telephones, Visitation, and Marriage Requests
- ICE2 - Grievances, Detainee Work, Issuance of Items, Detainee/Staff Communication, and Legal Rights Group Presentations
- ICE3 - Admission/ Release, Classification/ Orientation, Transfers, and Detainee Handbook
- ICE4 - Use of Force, Post Orders, Counts, Detainee Movement, and Discipline
- ICE5 - Detention Files, Funds/Personal Property, News/Media Interviews, and FAR
- ICE6 - Sexual Abuse/Assault Intervention, and Holding Rooms
- A DOT/GTI audit tool will be included in the Karnes QCP.

Structural changes to the content of the QCP shall be made by the Corporate Compliance Director with input from the Regional Directors of Compliance and various Corporate Department Heads.

Each section of the QCP is identified on the QCP audit schedule. The QCP audit schedule will follow the following format:

- In January and July of each year, all GEO facilities will conduct self assessment QCP audits using Core Tool 1 and Client Tool 1.



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- In February and August, each facility will conduct self-assessment QCP audits using Core Tool 2 and Client Tool 2, etc.

Following this pattern, each GEO facility will annually complete two full cycles of the QCP in its self-assessment process. This process allows for GEO to analyze trends and make comparisons across regions and within like-Client facilities. Best practices will be applied and tracked closely to ensure GEO is meeting and exceeding all industry standards. All audits will be completed within the calendar month to ensure proper reporting.

The Center's Quality Manager shall train a cadre of auditors to be used in conducting QCP audits. QCP auditors shall be Department Heads and/or other supervisors. Each auditor shall be trained in the philosophy of GEO Quality Control as well as be provided with technical training in the use of the compliance database and any input devices utilized by the Center. Training and reference materials are available on the GEO Net and shall be used as guidelines to ensure consistency in training topics. Objectivity and impartiality are paramount qualities for QCP auditors.

The Center's Quality Manager shall use the compliance database to input all audit results upon completion along with the approved Corrective Action Plan (CAP).

When the Client conducts audits and identifies findings, each of those findings, as well as the CAP for that finding, shall be entered into the compliance database. If possible, the Client's audit point numbering system shall be used in the database associated with the finding so to allow effective reporting from the system.



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### **Annual Regional Audit**

It is GEO's policy to ensure that each facility is reviewed/audited at least annually for compliance with objective, documented factors applicable to each facility, including regulatory, client, and internal historical compliance performance. A Regional and/or Corporate contract compliance audit is an integral part of GEO's quality control process, intended to assist the Facility Administrator in making an internal evaluation of his/her facility's operational compliance with contract requirements. The GEO Compliance Database provides the capability to quantifiably ascertain performance outcomes based on core GEO requirements as well as unique client requirements. The Annual Regional QCP Audit provides the most objective assessment of compliance requirements.

During the Regional Audit, all key critical components (ie, all mandatory ACA standards) will be subjected to a high level sampling. Where there are indications, based on these high level reviews, that potential compliance issues exist, the scope shall be expanded sufficiently to cover the indicated compliance issues. Where the high level sampling indicates that systems continue to function as intended, and little or no compliance issues are indentified, the high level reviews will suffice as an indicator of the positive performance of the discipline.

The Annual Regional QCP Audit team may include Subject Matter Experts (SMEs) from other facilities and Corporate/Regional Offices. The Regional audit team shall be chaired by a Regional staff member. The number of team members and the duration scheduled for the audit will be determined, by the Regional Director of Compliance. When there has been turnover in the Facility Administrator's position since the last regional audit, the facility will be subjected to a full Annual Regional Audit with a



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full team. This will provide opportunity to reestablish baseline compliance for the new management.

### **Regional Audit Report Submission Guidelines**

All Executive Summaries and Audit Responses are to be sent electronically to the Vice President of Contracts and the Corporate Director of Compliance via the Compliance Database whenever possible. All ACA Mock Audit reports may be submitted via hard copy if electronic versions are not available.

The Regional Office will provide a copy of the completed audit report to the Facility Administrator upon departure from the facility. The Regional Office shall submit an Executive Summary to the Vice President of Contracts and the Corporate Director of Compliance within ten (10) working days of the audit completion.

The Facility Administrator shall have ten (10) working days from receipt of the initial Audit Report recommendations to respond to the audit findings and recommendations. The Facility Administrator shall ensure the Compliance Database is used to record all corrective action plans.

The Regional Office should review the Facility Administrator's corrective action plan to ensure completeness and accuracy. The Regional Office shall have five (5) days to review and revise all facility responses, as necessary, and communicate to the Corporate Director of Compliance that the audit responses are ready for Corporate review and routing.

### **QCP Reports**

The compliance database will automatically generate the following reports on the 10<sup>th</sup> day of the current calendar month and email the



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reports to the Center's QC Manager. This will provide adequate time to complete assigned audits and CAP development from previous monthly assigned audits. These reports include:

- The Center's CAP report
- The GEO Repeat Findings Report
- The Client Repeat Findings Report

The Center QC Manager will then share the reports with the Facility Administrator, and conduct the necessary follow-up on all outstanding and unapproved CAPs.

The Regional Office will also receive/run the same reports monthly by the 10th, to review the CAPs, ensure the necessary follow-ups are conducted, and approve CAPs where appropriate. By approving a CAP, it will fall off the report and will not show up the following month. CAPs shall not be approved by the Region until validation can be made of the effectiveness of the CAP to remedy the identified issue.

The purpose of the Repeat Findings Reports is to ensure GEO does not lose sight of repeat issues. All three reports will need to be reviewed together since there may not be consistency in identifying repeat issues as numbering systems between the Client and GEO will be different.

The Region will also conduct a comparative analysis of the outcomes of the Center's QCP audits and the external Regional Audit as Regional Audits are conducted. This comparison will be a good gauge of the Center's QCP effectiveness. These analyses and any determinations made by the Regional Director will be shared with



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the Center, Regional staff, and the Corporate Director of Compliance.

The Corporate Office will obtain and review the same three monthly reports generated by the compliance database.

In addition to the three monthly reports, a number of other prepared reports are available in the system for use at the facility and regional levels. Graphic reports are available detailing facility tool performance within each region by facility. These reports will be made available to each Regional Director and Vice President to ensure compliance information is being shared.

### **Control**

The content of all GEO Core and Client tools, as well as the DOT/GTI tool, will be controlled by the Corporate Compliance Division. This will not preclude the Center from developing supplemental tools based on Client requirements to be used where the Client tools do not provide adequate coverage of specific areas of facility operations.

Annually, each tool will be reviewed and revised as necessary. Each revision will be based on the Tool Committee's review and recommendation. The Tool Committee is comprised of representation from each Regional Compliance team and the Corporate Compliance Manager and Director.

### **INSPECTIONS**

GEO will continually conduct monitoring utilizing a comprehensive self-monitoring plan approved by the Government for providing



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corporate, regional, and center level self-monitoring. Procedures shall provide for corporate level monitoring to be accomplished through a series of announced and unannounced visits to the center by corporate management as well as dedicated contract compliance staff. These visits will include a complete and thorough annual audit with follow-up audits as required. An audit function led by the Corporate Vice-President, Contracts Administration, the Corporate Director of Compliance and the Regional Director of Contract Compliance will conduct the regularly scheduled annual and ad hoc audits and follow up visits. The Regional Director of Contract Compliance shall coordinate with the Corporate Vice President, Contacts Administration and the Corporate Director of Compliance for the review and approval of the performance of the self-audits and any resulting corrective actions. Center administrative staff will audit all functional areas of the center, as listed in the QCP Document tool. The ACA/QCP Manager staffed at the center will be responsible for the organization, planning and implementation of internal audits and inspections. The ACA/QCP Manager will work with both Regional and Corporate Contract staff to ensure the center's compliance with the Government's quality assurance surveillance plan.

The center staff conducting self-audits and GEO corporate and regional personnel conducting annual compliance audits will inspect the following areas on both a scheduled and unscheduled basis:

- Administration and Management;
- Facility Security and Control;
- Detainee Activities;
- Safety Standards;
- Detainee Legal Resources;
- Detainee Care; and
- Order





The Quality Control Plan (QCP) shall include the provision for monthly self-audits that include a performance review of the center operations for compliance with the QCP and compliance with the contract requirements.

GEO is familiar with, and understands, the Government's requirement to monitor the center on a continuous basis. Understanding that a full center annual review will include both announced and unannounced site visits, GEO will ensure the Government shall have unimpeded access to the center. All records, including financial, maintenance, employee, and detainee records will be available for review.

All written audits by the COTR will be received by the facility administrator and forwarded to GEO's Regional Vice President and the GEO's Vice President, Contracts. The center staff will work with the corporate and regional staff to investigate any findings of non-compliance and respond with a written statement of corrective actions either taken or planned. For those items that require a corrective period of time to implement, a schedule of action with a timetable for completion will be included.

#### **METHODOLOGY**

The over-riding purpose of the QCP is too perpetually self assess the contract's performance in order to ensure it conforms to performance requirements, identify deficiencies in the quality of services throughout the entire scope of the contract, and implement corrective action before the level of performance becomes unsatisfactory. To accomplish this function, and create a synergy for the QCP, a system of audits has been implemented, specifically for this contract, to monitor all departmental outputs. The plan provides the statistical tracking needed to observe trends and to



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frequently revisit the contract requirements and client's expectations.

### **Emphasis on Compliance**

GEO understands its responsibility for compliance with the requirements and performance standards of this contract and the RFP. The facility administrator and staff are primarily responsible for maintaining compliance with all applicable standards. In its operations at the Karnes County Residential Center , GEO will continue its responsibility to confirm compliance, to recognize areas of non-compliance, to identify corrective action plans and to verify the implementation of improvements. The manner used to accomplish this is through the use of internal self assessments and scheduled and unscheduled external compliance reviews by subject matter experts in particular areas of corrections and knowledgeable of the contract.

As a standard for all GEO contracts, corporate and regional staff will be in daily, weekly and monthly contact with the facility administrator to gather the information necessary to monitor performance. A variety of GEO corporate and regional personnel representing financial, health services, programs, food service and general operations areas will take numerous trips to the center in an effort to maintain an efficient QCP. During these visits and throughout the duration of the contract, corporate and regional staff shall remain in constant communication regarding their impressions, findings and evaluations of personnel, morale and procedures at the Center.

The onsite ACA/QCP Manager will be responsible for managing and overseeing the center's internal self assessment process, the QCP. The center's QCP requires monthly audits by center staff augmented by annual regional staff audits to review the performance of center



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operations for compliance with the QCP and compliance with the contract requirements. The plan requires documentation of each audit including a plan for corrective action when appropriate. Concluding each audit a subsequent review is conducted to ensure corrective action was taken as directed.

### **SUPERVISORY PLAN**

#### **Persons Conducting Inspections:**

Vice President, Contracts - Extent of Authority: Full authority for directing contract compliance audits including compliance with corrective action. Direct reporting line to the President of the company.

Corporate Director of Compliance - Extent of Authority: Full authority to convene and conduct all facets of audits to require corrective action and to work with client on pending issues regarding policies and procedures.

Regional Director of Contract Compliance - Extent of Authority: Full authority to conduct all facets of audits to require corrective action and to work with client on pending issues regarding policies and procedures.

Regional Manager of Contract Compliance - Extent of Authority: Full authority for ensuring compliance with contract deliverables required prior to and after the Notice to Proceed is issued. Full authority to conduct audits and monitor compliance with corrective action plans. Will be charged with the responsibility of overseeing compliance with contractual requirements.

Facility Administrator - Extent of Authority: Full authority for day-to-day operations of the facility. Responsible for ensuring



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quality control procedures are in place and functioning at the center level.

ACA/QCP Manager - Responsible for managing and overseeing the QCP at the center.

**COMMUNICATIONS PLAN**

While developing the QCP for this center, GEO welcomes all communications from the Government, and agrees to work closely with the CO or COTR to identify the strategic issues vital to both quality assurance and quality control. GEO will incorporate these requirements into the QCP in order to align the initiatives with those of the Government's Quality Assurance Surveillance Plan (QASP) and ensure full compliance. Anyone at the GEO corporate office is available at all times for the CO or the COTR to call regarding this contract. For the purposes of consistency and reliability of communication, the following procedures are suggested:

The facility administrator and the ACA/QCP manager will work with on-site monitoring staff to establish a reliable and confidential relationship wherein day-to-day communications take place at the center level with compliance reviews, discussions regarding the reviews, and corrective actions.

The COTR and the CO (as well as other Government representatives) are invited to staff meetings regarding the management/operation of the center. These meetings are critical for center operations staff to maintain awareness and implement plans regarding improving areas, areas that need work, and areas that need direction.

**ATTACHMENT (6)**

**QUALITY ASSURANCE**

**SURVEILLANCE PLAN**

**(QASP)**

## 1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

## 2. DEFINITIONS

**Performance Requirements Summary (Attachment 5A):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2008 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

**Contracting Officer's Technical Representative (COTR):** The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Performance Standards:** The performance standards are established in the ERO ICE 2008 PBNDS at <http://www.ice.gov/partners/dro/PBNDS/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

**Measures:** The method for evaluating compliance with the standards.

**Acceptable Quality Level:** The minimum level of quality that will be accepted by ICE to meet the performance standard.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 5A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

#### **4. QUALITY CONTROL PLAN**

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 5A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 5B).

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2008 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records

- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## 5. METHODS OF SURVEILLANCE

ICE will inspect the Service Provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review. The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 5B. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Service Provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Service Provider's performance by (a) conducting site visits to assess the Facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the Service Provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Discrepancy Reports (See Attachment 5C) and the "Compliance Monitoring Tool" set forth in Attachment 5B. Where ICE/ERO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ERO standard will be used.

**5.1 Site Visits:** Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the Service Provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the ERO standards. On-site inspections may be performed by the COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 5B) or ad-hoc.

**5.2 Ad-Hoc:** These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the Service Provider's QCP, an unusual occurrence pertaining to the Agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Service Provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Service Provider performance activities, or accompany the Service Provider's



designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and shall be corrected within a reasonable amount of time (See Attachment 5B).

**5.3 Review of Documentation:** The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Service Provider's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

**5.4 Interviews and Other Feedback:** The COTR may interview key members of the Service Provider's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

## **6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS**

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

## **7. FAILURE TO MEET PERFORMANCE STANDARDS**

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

<b>Rating</b>	<b>Description</b>
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment 5A

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management."

## **8. NOTIFICATIONS**

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 5C. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

## **9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS**

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The

Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

**10. ATTACHMENTS**

- 6.A. Performance Requirements Summary
- 6.B. Compliance Monitoring Tool
- 6.C. Sample Contract Discrepancy Report

EROIGSA-11-0004 Attachment 6.A. – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Safety (20%)</b></p> <p>(Addresses a safe work environment for staff, volunteers, contractors and detainees)</p>	<p><b>PBND References: Part 1 - SAFETY</b></p> <ol style="list-style-type: none"> <li>1) Emergency Plans;</li> <li>2) Environmental Health and Safety;</li> <li>3) Transportation (by Land).</li> </ol>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDs and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Security (20%)</b></p> <p>(Addresses protect the community, staff, contractors, volunteers, and detainees from harm)</p>	<p><b>PBND References: Part 2 - SECURITY</b></p> <ol style="list-style-type: none"> <li>4) Admission and Release;</li> <li>5) Classification System;</li> <li>6) Contraband;</li> <li>7) Facility Security and Control;</li> <li>8) Funds and Personal Property;</li> <li>9) Hold Rooms in Detention Facilities;</li> <li>10) Key and Lock Control;</li> <li>11) Population Counts;</li> <li>12) Post Orders;</li> <li>13) Searches of Detainees;</li> <li>14) Sexual Abuse and Assault Prevention and Intervention;</li> <li>15) Special Management Units;</li> <li>16) Staff-Detainee Communication;</li> <li>17) Tool Control;</li> <li>18) Use of Force and Restraints.</li> </ol> <p><b>Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</b></p> <p><b>Sexual Assault 4-ALDF-4D-22-8</b></p> <p><b>Permanent Logs 4-ALDF-2A-11</b></p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

EROIGSA-11-0004 Attachment 6.A. – Performance Requirements Summary

<p><b>Order (10%)</b></p> <p>(Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)</p>	<p><b>PBND Reference: Part 3 - ORDER</b> 19) Disciplinary System.</p> <p><b>Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10</b></p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Care (20%)</b></p> <p>(Addresses contractor responsibility to provide for the basic needs and personal care of detainees)</p>	<p><b>PBNDs References: Part 4 - CARE</b> 20) Food Service; 21) Hunger Strikes; 22) Medical Care; 23) Personal Hygiene; 24) Suicide Prevention and Intervention; 25) Terminal Illness, Advanced Directives, and Death.</p> <p><b>Experimental Research 4-ALDF-4D-18</b> <b>Communicable Disease 4-ALDF-4C-14</b></p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Activities (10%)</b></p> <p>(Addresses contractor responsibilities to reduce the negative effects of confinement)</p>	<p><b>PBNDs References: Part 5 - ACTIVITIES</b> 26) Correspondence and Other Mail; 27) Escorted Trips for Non-Medical Emergencies; 28) Marriage Requests; 29) Recreation; 30) Religious Practices; 31) Telephone Access; 32) Visitation; 33) Voluntary Work Program.</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

EROIGSA-11-0004 Attachment 6.A. – Performance Requirements Summary

		with the contract performance monitoring tool (see attached)	<ul style="list-style-type: none"> <li>• CDRs</li> </ul>		
<p><b>Justice (5%)</b></p> <p>(Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Contract Detention Facility, performance of the applicable PBNDs are the responsibility of ICE and are not the responsibility of the Contractor)</p>	<p><b>PBNDs References: Part 6 - JUSTICE</b></p> <p>34) Detainee Handbook; 35) Grievance System; 36) Law Libraries and Legal Materials; 37) Legal Rights Group Presentations.</p>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to <b>5%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<p><b>Administration and Management (5%)</b></p> <p>(Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)</p>	<p><b>PBNDs References: Part 7 - -ADMIN &amp; MANAGEMENT</b></p> <p>38) Detention Files; 39) News Media Interviews and Tours; 40) Staff Training; 41) Transfer of Detainees;</p> <p><b>Policy Development and Monitoring 4-ALDF-7D-06</b></p> <p><b>Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02</b></p> <p><b>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</b></p>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to <b>5%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<p><b>Workforce Integrity (5%)</b></p> <p>(Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/</p>	<p><b>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</b></p> <p><b>Staff Misconduct 4-ALDF-7B-01</b></p> <p><b>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</b></p> <p><b>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</b></p>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached contract performance monitoring tool</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	<p>A rating of Deficient on any three of the standards will result in a <b>5%</b> withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a <b>5%</b> withholding in the monthly invoiced per-diem day rate until</p>

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<p>certification and adequacy of systems to report and address staff misconduct)</p>			<ul style="list-style-type: none"> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>		<p>compliance with the standard is established.</p>
<p><b>Detainee Discrimination (5%)</b>  (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)</p>	<p><b>Discrimination Prevention 4-ALDF-6B-02-03</b></p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on the standards will result in a <b>5%</b> withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a <b>5%</b> withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>



EROIGSA-11-0004 Attachment 6.B.  
Enforcement and Removal Operations  
Compliance Monitoring Tool



U.S. Immigration  
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Enforcement

Facility Name: \_\_\_\_\_

Month/Year: \_\_\_\_\_

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				<b>1. Emergency Plans</b>			
				A. Staff trained, and able to identify signs of detainee unrest			
				B. Written plans locate emergency shut off valves and switches			
				C. Evacuation routes primary and secondary			
				D. A complete set of emergency plans is available			
				E. Facility conducts mock emergency exercises throughout the year to test specific plans			
				F. Staff work stoppage plan is available			
				G. The facility meets annually with local, state, & federal officials to discuss MOUs and cooperative contingency plans			
				<b>2. Environmental Health and Safety</b>			
				A. System for storing/issuing/maintaining hazardous materials			
				B. Complete inventories of hazardous materials maintained			
				C. A complete list of MSDS readily accessible to staff and detainees			
				D. Fire prevention/control/evacuation plan			
				E. Conduct fire/evacuation drills according to schedule/standard			
				F. Staff trained to prevent contact with blood and bodily fluids			
				G. Emergency generators are tested bi-weekly			
				H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I. Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
				J. Facility appears clean and well maintained			
				K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

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D	W	M	Q				
				<b>3. Transportation (By Land)</b>			
				A. Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B. Officers use a checklist during every vehicle inspection			
				C. Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees			
				D. Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
				E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
				F. Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
				G. Vehicles have written contingency plans on board			
				<b>4. Admission and Release</b>			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory detainee personal effects			
				D. Accountability in place for admin/release			
				E. All visual searches documented and are not routine in procedure			
				F. Appropriate clothing and bedding issued			
				G. Orientation material in English, Spanish or most prevalent second language			
				<b>5. Classification System</b>			
				A. All detainees classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			

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D	W	M	Q					
				D.	Work assignments are based upon classification system			
				E.	Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
					<b>6. Contraband</b>			
				A.	Policy in place for handling contraband			
				B.	Contraband disposed of properly and documented			
				C.	Facility staff make a concerted effort to control contraband			
					<b>7. Facility Security and Control</b>			
				A.	Staff are required to conduct security check of assigned areas			
				B.	All visitors officially recorded in a visitor log book			
				C.	Front entrance staff inspect ID of everyone entering/exiting			
				D.	Maintain a log of all incoming and departing vehicles			
				E.	Housing unit searches occur at irregular times			
				F.	Area searches documented in log book			
				G.	Daily/Monthly fence checks completed and logged			
				H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I.	Comprehensive staffing analysis determines staffing needs and plans			
				J.	Essential posts and positions are filled with qualified personnel			
				K.	Officers monitor all vehicular traffic entering and leaving the facility			
				L.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				M.	Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
				N.	Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
				O.	Tools taken into the secure area of the facility are inspected and inventoried before entering and prior to departure			
				P.	The facility has in place a procedure and practice to gather, analyze and utilize intelligence information to include areas such as STGs, narcotics trafficking, financial info, telephone surveillance, high profile detainees, visiting room activities, etc			
				Q.	The facility shares intelligence information with ICE			
					<b>8. Funds and Personal Property</b>			
				A.	Inventory personal property/funds is maintained			
				B.	Funds/valuables documented on receipt			
				C.	Detainees property searched for contraband			
				D.	Staff forward arriving detainees medication to medical staff			
				E.	Detainee funds are deposited into the cash box			
				F.	Staff secure every container used to store property with a tamper-proof numbered strap			
				G.	Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
					<b>9. Hold Rooms in Detention Facilities</b>			
				A.	Detainees are not held in hold rooms longer than 12 hours			
				B.	All detainees pat searched prior to placement in hold room			
				C.	Maintain detention log for each detainee in hold room			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date	
D	W	M	Q						
				D.	Written evacuation plan posted for each hold room				
				E.	Hold rooms contain sufficient seating for the number of detainees held				
				F.	The maximum occupancy for the hold room will be posted				
				G.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms				
				H.	Male and females are segregated from each other at all times				
				I.	Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes				
				J.	Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes				
				<b>10. Key and Lock Control</b>					
				A.	Maintain inventories of all keys/locks/locking devices				
				B.	Emergency keys are available for all areas of the facility				
				C.	Chit system used to issue security equip./keys/radios				
				D.	Policy regarding restricted keys present and followed by staff				
				E.	Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily				
				F.	Locks and locking devices are continually inspected, maintained, and inventoried				
				<b>11. Population Counts</b>					
				A.	Staff conduct formal count at least once per 8 hour shift/ 3x per day				
				B.	At least two officers participate in count for each area				
				C.	Recount conducted when incorrect count is reported				
				D.	Face to photo count conducted				
				E.	Each detainee positively identified during count				

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Facility Name: \_\_\_\_\_

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					<b>12. Post Orders</b>			
				A.	Every post has a post order, current & signed by the facility administrator			
				B.	Housing unit officers record all detainee activity in a log			
				C.	Supervisor visits each housing area once per shift			
				D.	Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E.	Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
					<b>13. Searches of Detainees</b>			
				A.	Unit shakedowns are conducted			
				B.	Random shakedowns conducted & documented			
				C.	The facility employs a schedule to insure that all areas of the facility are routinely searched			
				D.	Canines are not used for force, intimidation, or control of detainees.			
					<b>14. Sexual Abuse and Assault Prevention and Intervention</b>			
				A.	The facility has a Sexual Abuse and Assault Prevention and Intervention Program			
				B.	Detainees are advised of the program			
				C.	All staff are trained, initially and in annual refresher training, in the prevention and intervention areas			
				D.	Sexual Assault Awareness Notice is posted on all housing unit bulletin boards			
					<b>15. Special Management Units</b>			
				A.	Written order accompany detainee placed in SMU			
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C.	Admin SMU detainees enjoy same privileges as general population			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				D.	Detainees in SMU have access to legal materials			
				E.	Detainees in SMU retain visiting privileges			
				F.	Maintain a permanent log regarding detainee related activities			
				G.	Written order accompany detainee placed in disciplinary SMU			
				H.	Detainees in disciplinary SMU have access to legal materials			
				I.	Detainees in disciplinary SMU retain visiting privileges			
				J.	Disciplinary SMU phone access limited to legal/consular calls			
				K.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				L.	The facility administrator (or designee) visits each SMU daily			
				M.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N.	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				O.	When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, DMD			
				<b>16. Staff-Detainee Communication</b>				
				A.	Housing unit rounds conducted daily by security staff			
				B.	Housing unit rounds conducted daily by Deportation Staff			
				C.	Detainee requests answered within 72 hours			
				D.	ICE SDC visit schedules are posted in housing unit			
				E.	Request forms are available to detainees			
				F.	There is a secure box available for detainees to place requests in for			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				ICE staff that is checked on a daily basis			
				G. Unannounced ICE staff housing unit visits occur weekly			
				H. Visiting staff observe, document and communicate current climate and conditions of confinement			
				<b>17. Tool Control</b>			
				A. Tool inventories conducted as specified			
				B. Tools marked and readily identifiable			
				C. Procedures for issuance of tools to staff and detainees			
				D. Inventory made of all tools by contractors prior to enter and exit			
				E. There is an individual who is responsible for developing a tool control procedure and an inspection system to insure accountability			
				F. A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G. Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H. Department heads are responsible for implementing proper tool control procedures as described in the standard			
				<b>18. Use of Physical Force and Restraints</b>			
				A. Policy governing immediate/calculated use of force			
				B. All use of force incidents documented and reviewed			
				C. Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
				D. Detainee is seen by medical immediately after incident			
				E. Facility subscribes to prescribed confrontation avoidance procedures			
				F. Staff trained in use of force techniques			
				G. Appropriate procedures in place for using 4 and/or 5 point restraints			
				H. Medical staff consulted prior to deploying OC spray in calculated use			

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Facility Name: \_\_\_\_\_

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					of force situations			
				I.	All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
					<b>19. Disciplinary System</b>			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			
				D.	Disciplinary sanctions are in accordance with standards			
				E.	Staff representation available			
					<b>20. Food Service</b>			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
				E.	A minimum of two hot meals served daily			
				F.	Facility has a standard 35 day cycle menu			
				G.	A registered dietician conducts nutritional analysis			
				H.	All menu changes documented			
				I.	Common fare menu for authorized detainees			
				J.	Weekly inspections conducted and documented			
					<b>21. Hunger Strikes</b>			
				A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			
				B.	Staff receive training in identification of hunger strike			
				C.	Process for determining reason for hunger strike			

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Facility Name: \_\_\_\_\_

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				<b>22. Medical Care</b>			
				A. Intake process includes medical and mental health screening			
				B. Sick call procedures established			
				C. Adequate medical staff available proportionate to population			
				D. Pharmaceuticals stored in a secure area			
				E. All detainees receive physical examination/assessment within 14 days of arrival			
				F. Sick call slips available in English, Spanish and/or most prevalent second language			
				G. The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
				H. Medical records are available and transferred with the detainee			
				I. Records are maintained of medication distribution			
				J. All sharps are under strict control and accountability			
				K. A sharps container is used to dispose of used sharps			
				L. The medical department is maintained at a high level of sanitation			
				<b>23. Personal Hygiene</b>			
				A. Clothing provided upon intake and exchanged weekly			
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E. Showers operate between 100 degrees and 120 degrees			
				F. Showers meet ADA standards and requirements			
				G. Food Service detainee volunteers exchange garments daily			

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D	W	M	Q					
					<b>24. Suicide Prevention and Intervention</b>			
				A.	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B.	At Every new staff member receives suicide-prevention training. Suicide prevention training occurs during the employee orientation program and annually thereafter			
				C.	The facility has a designated and approved isolation room for evaluation and treatment			
				D.	Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
					<b>25. Terminal Illness, Advanced Directives, and Death</b>			
				A.	Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B.	The facility has written plans for addressing organ donations			
				C.	There is a policy addressing Do Not Resuscitate Orders			
				D.	The facility has written procedures detailing the proper notifications			
					<b>26. Correspondence and Other Mail</b>			
				A.	Incoming mail screened and delivered daily			
				B.	Outgoing mail screened for contraband			
				C.	Legal mail opened in front of detainee			
				D.	Incoming funds processed properly			
				E.	Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F.	Facility has a system for detainees to purchase stamps			
				G.	SMU has same correspondence privileges as general population			
					<b>27. Escorted Trips for Non-Medical Emergencies</b>			

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D	W	M	Q					
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					<b>28. Marriage Requests</b>			
				A.	Marriage written requests approved by FOD			
					<b>29. Recreation</b>			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities			
				C.	Staff conduct daily searches of recreation areas			
				D.	In unit sedentary activities are available			
					<b>30. Religious Practices</b>			
				A.	Detainees are allowed to engage in religious services			
				B.	Authorized religious items are allowed in detainee possession			
					<b>31. Telephone Access</b>			
				A.	Upon intake, detainees are made aware of phone policies			
				B.	Out of order phones reported to service provider			
				C.	Telephones inspected by staff			
				D.	Telephone access rules posted in each housing unit			
				E.	The number for the ICE OIG is posted in housing units			
				F.	The pro bono list is posted in housing units			
				G.	Emergency phone call messages delivered to detainees			
				H.	Special access calls are available to detainees			
				I.	Notification of telephone monitoring posted by unit phones			
					<b>32. Visitation</b>			
				A.	Written visitation schedule posted and accessible to the public			
				B.	General visitation log book maintained			

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D	W	M	Q					
				C.	Visitor dress code enforced			
				D.	Visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in detainee housing			
					<b>33. Voluntary Work Program</b>			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for detainees			
				D.	Detainees are medically screened to participate			
				E.	Detainees receive proper training and safety equipment			
				F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
					<b>34. Detainee Handbook</b>			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate detainees			
					<b>35. Grievance System</b>			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances that include staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					<b>36. Law Libraries and Legal Material</b>			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

EROIGSA-11-0004 Attachment 6.B.  
 Enforcement and Removal Operations  
 Compliance Monitoring Tool



U.S. Immigration  
and Customs  
Enforcement

Facility Name: \_\_\_\_\_

Month/Year: \_\_\_\_\_

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				A.	Adequate equipment is available for detainees			
				B.	Legal materials/law library current and available for detainees			
				C.	Detainee access provided to include SMU			
				D.	Denials documented			
				E.	Schedule for use implemented 10 hours weekly per detainee			
				F.	Access to legal material within 24 hours of written request			
				G.	Indigent detainees provided free stamps/envelopes for legal matters			
					<b>37. Legal Rights Group Presentations</b>			
				A.	ICE/DRO approved videos played for all incoming detainees			
				B.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
				C.	Detainees in SMU receive separate presentation			
				D.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			
					<b>38. Detention Files</b>			
				A.	Detention file created for each new arrival			
				B.	Detention files contain documents generated during custody			
				C.	Detention files maintained in a secure area			
					<b>39. News Media Interviews and Tours</b>			
				A.	The facility has a procedure to address news media interview and tours in accordance with NDS			
					<b>40. Staff Training</b>			
				A.	The facility conducts appropriate orientation, initial training, and annual training for all staff, contractors, and volunteers			
				B.	Staff training is conducted according to a regular schedule with sufficient classes to maintain pre-service and in-service training hour compliance			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

EROIGSA-11-0004 Attachment 6.B.  
 Enforcement and Removal Operations  
 Compliance Monitoring Tool



**U.S. Immigration  
and Customs  
Enforcement**

Facility Name: \_\_\_\_\_

Month/Year: \_\_\_\_\_

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					<b>41. Transfer of Detainees</b>			
				A.	Detainee provided with detainee transfer notification form			
				B.	Health records/transfer summary accompany detainee			
				C.	Funds and personal property accompany detainee			
				D.	A-File/work folder accompany detainee			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

**EROIGSA-11-0004 Attachment 6.C. Contract Discrepancy Report**

<b>CONTRACT DISCREPANCY REPORT</b>			1. CONTRACT NUMBER
<b>Report Number:</b>			<b>Date:</b>
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			



ATTACHMENT (7)

CIVIL DETENTION

RAMP UP PLAN

## **PROPOSED RAMP-UP SCHEDULE**

### Population Ramp-Up (600 beds):

Karnes Residential Facility will be staffed to levels that will meet the requirements of the IGSA to house residents presented by ICE.

- Within 15 days after opening, ICE will have a population of 190 to 250
- Within 30 days after opening, ICE will have a population of 250 to 480

After the 30<sup>th</sup> day after opening, the minimum guarantee will be in accordance with the Agreement, provided no exceptions are in effect