

IGSA # DROIGSA-07-0015

INTER-GOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

AND

LASALLE ECONOMIC DEVELOPMENT DISTRICT

This Inter-Governmental Service Agreement ("IGSA" or "Agreement") is entered into between United States Immigration and Customs Enforcement ("ICE") and LaSalle Economic Development District (Service Provider) for the detention and care of aliens ("Detainees").

1. FACILITY LOCATION

The Service Provider shall provide detention and ancillary services for detainees at the

LaSalle Detention Facility ("Facility")
830 Pinehill Road
Jena, LA 71342

2. PERFORMANCE/SUBCONTRACTING AUTHORITY

- A. The Service Provider is required, in units housing ICE Detainees, to perform in accordance with the most current editions of the ICE Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC) (only insofar as same apply to Service Provider's provision of specified services related to detainee health care as set forth herein). Where standards conflict with ICE policy and/or procedure, ICE policy and/or standards shall apply. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards. Service Provider agrees to staff the facility in general accordance with the Staffing Plan set forth in Attachment II, which Plan may be changed only upon written concurrence of the Contracting Officer.
- B. Overall management and operation of the Facility housing ICE detainees shall not be contracted out without the prior express written consent of the Contracting Officer. 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. Attached as Attachment II and incorporated by reference into this

Agreement is the Services Contract between Service Provider and The GEO Group, Inc. (GEO), which Services Contract has been approved by the Contracting Officer.

All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.

3. ACCREDITATION

The Service Provider shall, within nine (9) months from the date this facility becomes operational, formally apply for accreditation to the American Correctional Association. The Service Provider will have eighteen (18) months from commencement of this agreement to become ACA accredited. The Service Provider shall provide the Contracting Officer with written proof of such application to ICE within five (5) days of the application. The Service Provider shall provide the Contracting Officer with written proof of its accreditation within five (5) days of notification of its accreditation.

4. QUALITY CONTROL

- A. The Service Provider shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer ("CO"), in consultation with the Contracting Officer's Technical Representative ("COTR") to assure the requirements of this Agreement are provided as specified in the Performance Requirement Summary (PRS).

The QCP shall:

- (1) Be implemented prior to the start of performance.
 - (2) Provide quality control services that cover the scope of the IGSA and implement proactive actions to prevent non-performance issues.
- B. A complete QCP addressing all areas of agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the CO. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the CO for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the CO.
- C. The QCP shall include, at a minimum:
- (1) Specific areas to be inspected on either a scheduled or unscheduled basis and 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 Service Provider and Government staff and feedback to the Government on the actions taken to resolve such complaints.
- D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the PROVIDER during the term of this Agreement. The PROVIDER shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and CO.
- E. Failure by the PROVIDER to maintain adequate quality control can result in monetary withholdings and/or deductions in accordance with the provisions of the QUALITY ASSURANCE SURVEILLANCE PLAN and three attachments thereto, set forth in Attachment 1 to this Agreement.

5. PERIOD OF PERFORMANCE/EFFECTIVE DATE/COMMENCEMENT OF SERVICES/PHASED COMPLETION

- A. This Agreement shall become effective upon the date of final signature by ICE and remain in effect until terminated, in writing, by either party. Either party must provide written notice of intent to terminate the agreement, not less than 120 days in advance of the effective date of formal termination.
- B. Phase 1 of this project, consisting of 416 beds, shall begin approximately 90 days after effective date of this Agreement. Phase 2 of this project, consisting of an additional 744 beds, is expected to begin approximately 270 days after the effective date of this Agreement. See Attachment III for detail regarding Phases 1 and 2.

6. NOTIFICATION AND PUBLIC DISCLOSURES

No public disclosures (i.e. press releases, press conferences) regarding this IGSA shall be made by the Service Provider, or any of its contractors or subcontractors, without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

7. ORDERS

Orders will be placed under this IGSA when specific requirements have been identified and funding obtained. Performance under this IGSA is not authorized until the Contracting Officer issues an order, in writing.

8. PAYMENT RATES

- A. In consideration for the Service Provider's performance under the Terms and Conditions of this Agreement, ICE shall make payment to the Service Provider for each detainee accepted and housed by the Service Provider. This "detainee day rate" is a per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.
- B. The detainee day rates are \$75.00 for 1 - 416 detainees and \$45.00 for 417 - 1,160 detainees.

Per Diem Rate By Number of Beds
1 - 416 Detainees: \$75.00
417 - 1,160 Detainees: \$45.00

As an example, if the occupancy of the facility for a single day is 916 detainees, Service Provider would bill and be paid \$53,700 for such day (416 detainees times \$75.00, plus 500 detainees times \$45.00).

- C. The Service Provider, by execution of this agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.

9. FIRM-FIXED PRICE PER-DIEM RATES AND PRICE ADJUSTMENTS

- A. Per Diem rates established by this Agreement shall be considered firm-fixed-price.
- B. Performance Periods - For the purpose of price adjustments, the first performance period of this Agreement shall be for a 12-month period after the effective date of the Agreement. All succeeding periods shall begin on the anniversary date of the preceding period.
- C. Basis for Price Adjustment - Either the Government or Service Provider may request a prospective adjustment of the stated Per Diem rates based upon federal cost indexes of labor and operating expenses applicable to the Service Provider. The party making the request for a prospective price adjustment shall afford the party of whom the request is made not less than ninety (90) calendar days to respond to such request. Price adjustments are not retroactive. Price adjustment shall not be effective until approved in writing by the Contracting Officer.

10. 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 and the authorized signatory of the Service Provider have approved the modification in writing.

- B. 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 shall 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.

NOTE: SECTIONS 11-15 BELOW ARE REQUIREMENTS IN ADDITION TO THE ICE DETENTION STANDARDS AND ARE REQUIRED TO BE PERFORMED BY THE PROVIDER AND ITS CONTRACTORS AND SUB-CONTRACTORS.

11. TRANSPORTATION SERVICE

- A. The Service Provider shall provide all ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or Contracting Officer. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the Service Provider shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or Contracting Officer. However, the primary function of these officers is transportation. On-call duties as identified by the COTR utilizing these officers shall not incur any additional expense to the government.

- B. Upon the Commencement of Services date for Phase 1 of the project (416 beds), the Service Provider shall assign four (4) two-person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays, and one (1) two-person team of transportation officers throughout a twenty-four (24) hour period on weekends and Holidays. Beginning with the activation of Phase 2 of the project (1160 total beds), Service Provider shall assign one (1) additional two-person team of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays, and two (2) additional two-person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any

shift or period of time in order to meet the needs of ICE transportation requirements. In the event additional officers are required to perform transportation services assigned by the COTR or Contracting Officer beyond those officers required herein, Service Provider shall be reimbursed for such additional officers, as well as any additional required vehicle costs, up to the amount approved by the Contracting Officer and authorized by a Task Order against the IGSA.

- C. The Service Provider shall furnish a minimum of four (4) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least one of the vehicles must have the capacity of either forty-eight (48) or forty (40) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. 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. 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 including physical separation of detainees from guards. The Service Provider shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
- D. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the Service Provider shall be reimbursed 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 Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The Service Provider shall comply with ICE transportation standards related to the number of hours the Service Provider employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
- E. The transportation shall be accomplished in the most economical manner.
- F. 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 worn by Service Provider personnel provided for in the other areas of this agreement.
- G. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- H. The Service Provider shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is

ordered released from the hospital, or at the order of the COTR. The Service Provider shall then transport the detainee to the detention site.

- I. The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- J. 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.
- K. The Service Provider shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

12. GUARD SERVICES

- A. The Service Provider agrees to provide stationary guard services on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedure and practices. 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. Public contact is prohibited unless authorized in advance by the COTR.
- B. The Service Provider shall be authorized one officer for each such remote post, unless at the direction of the COTR or designated Agency official as additional officers are required.
- C. 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 at a negotiated hourly rate of \$16.75.

13. MEDICAL SERVICES

- A. The U. S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE pursuant to an agreement between ICE and USPHS. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.
- B. The Service Provider shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security guard shall be posted to the unit 24 hours a day, seven days a week. The Service Provider shall coordinate and escort detainees

to the medical clinic for sick call, appointments and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.

- C. The Service Provider shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees who are unable to read. The detainees shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care, which shall be made routinely available.
- D. The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.
- E. When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and Service Provider shall immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Service Provider.
- F. Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up.
- G. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel, is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.
- H. The USPHS shall provide to the Service Provider and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the Facility, as necessary, to allow quick access.

14. DETAINEE TELEPHONE SERVICES

The Service Provider shall arrange for detainee telephone services in accordance with the ICE Detention Standards.

15. MAINTAIN INSTITUTIONAL EMERGENCY READINESS

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to the Commencement of Services date. The plan shall be approved by the CO and shall not be modified without approval by the CO.

- B. 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.
- C. 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 Agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility if necessary.
- D. 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.
- E. 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 associated extraordinary expenses incurred in providing such assistance. For purposes of this section, "extraordinary expenses" shall be understood to mean those costs incurred by Government that would not otherwise be incurred if not for the provision of emergency assistance as described herein (e.g., emergency response staff overtime costs, but not the regular wages that would otherwise be paid to such staff).
- F. The COTR and CO, 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/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; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.
- G. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Standards regarding Emergency Plans.

- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology) intended for use during performance of this Agreement. The CO shall approve the inventory of the equipment to be used during an emergency. The Service Provider shall not modify the inventory without prior written approval of the CO, and shall maintain such equipment in good working order at all times, available for use.
- I. The Service Provider represents that its subcontractor possesses the appropriate authority under R.S. 15:741 through 743 of the Louisiana Revised Statutes of 1950 to use force as necessary to maintain the security of the institution. The use of force by the Service Provider's subcontractor shall at all times be consistent with all applicable policies of ICE Detention Standards regarding Use of Force.

16. RECEIVING AND DISCHARGING DETAINEES

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall 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 COTR or designated ICE official immediately regarding any such requests.
- D. Service Provider Right of Refusal: The Service Provider retains the right to refuse 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 USPHS. 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.

- E. 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 COTR or designated ICE official within two (2) hours of evacuation.

17. BACKGROUND CLEARANCE PROCEDURES

The Service Provider shall process all background investigations in accordance with all applicable ICE background investigation requirements for Service Provider's, and its subcontractor's, employees. ICE will be the final approval authority for all Service Provider staff that work with ICE detainees under the terms of this Agreement. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Prior to employees entering on duty (EOD) at the facility, the Service Provider shall ensure all agreed upon procedures have been satisfactorily completed.

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

19. INSPECTION

- A. The Service Provider shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the Service Provider shall be maintained and made available to the Government during contract performance and for at least three (3) years after termination of the Agreement, unless directed for a longer term by the Contracting Officer.
- B. The Government has the right to inspect and test all services called for by the Agreement, to the extent practicable at all times and places during the term of the Agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- C. If the Government performs inspections or tests on the premises of the Service Provider or a subcontractor, the Service Provider shall furnish, and shall require the Service Provider or subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- D. If any of the services do not conform to Agreement requirements, the Government may require the Service Provider to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by re-performance, the Government may, in accordance with the procedures set forth in Attachment 1, QUALITY ASSURANCE SURVEILLANCE PLAN (1) require the Service Provider to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed and/or costs incurred by the government as a result of such non-performance, including, but not limited to, costs of re-inspection or costs associated with performance delays.

20. BILLING PROCEDURE

- A. Invoices - Monthly invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used. The first monthly billing, if necessary, shall be pro-rated for the number of days in the first partial calendar month and all following monthly billings are for the full calendar months.

B. Invoices Submission

U.S. Immigration and Customs Enforcement

(b)(6), (b)(7)c

IRIS/ICE 1010 East Whatley Road

Oakdale, LA 71463

Office: (318) 335-(b)(6), (b)(7)

Cell: (318) 491-9009

- C. Payment - Payments will be made to the Service Provider after receipt of a complete invoice, which shall contain date of invoice, the IGSA and (if applicable) task or modification number, a remittance address and telephone contact number. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

21. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(b)(6), (b)(7)c is the designated Contracting Officer's Technical Representative (COTR) under this Agreement. The COTR shall be designated by the CO in writing to the PROVIDER. 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.

22. 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.

23. GOVERNMENT FURNISHED PROPERTY

- A. Federal 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 government furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of the Contracting Officer. The Service Provider shall report any loss or destruction of any Federal Government property immediately to the Contracting Officer.

24. HOLD HARMLESS AND INDEMNIFICATION PROVISIONS

- A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*
- B. Federal Government Held Harmless: The Service Provider shall save and hold harmless and indemnify federal government agencies, including and not limited to ICE, to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, subcontractor or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.
- 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, ICE shall

request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit and 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 shall 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, at ICE's expense, 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.

25. 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 its authorized representatives, shall have the right of access to any books, documents, papers or other records of the Service Provider or its sub-contractors that are related to this Agreement, 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 shall 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.

IN WITNESS WHEREOF the undersigned, duly authorized officers, have subscribed their names on behalf of the LaSalle Economic Development District and U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement


LaSalle Economic Development District

Contracting Officer

President

Name: SUSAN D. ERICKSON

Name: Walter E. Dorroh, Jr.

Signature: 

Signature: 

Date: 7/24/07

Date: July 24 2007

ATTACHMENT I
QUALITY ASSURANCE SURVEILLANCE PLAN
for the
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF DETENTION AND REMOVAL (DRO)

1. INTRODUCTION

The Government'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 contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to 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 must validate that the service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing 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 1): 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 National Detention Standards (NDS). 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 the Government (or its designated representative) 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 DRO ICE NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/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 the Government in order to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of 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/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 Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN:

As a part of its agreement with the Government, the service provider is required to 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 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should 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 DRO. 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 3).

The service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must 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 must 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

The Government 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 using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). 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 3. 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 Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the DRO 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 DRO standards. On-site inspections may be performed by the ICE 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 3) 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 must be corrected within a reasonable amount of time (See Attachment 2).

5.3 Review of Documentation: The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must 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 will 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 must 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:

Rating	Description
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/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 1

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 and Control," 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 2. 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 must 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 must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, 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/ 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; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) 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 must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. 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 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/MEMBER OF 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 will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

10. ATTACHMENTS

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report
- 3 Performance Monitoring Tool

**Attachment 1
Performance Requirements Summary**

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Administration and Management (10%)</p> <p align="center">(Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)</p>	Accommodations for the Disabled, 4-ALDF-6B- 04, 4-ALDF-6B-07	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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • Review of service provider's quality control program monitoring reports • CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Contractor Quality Control/ Assurance Program (Contract) 4- ALDF-7D-02				
	<u>Admission and Release/Orientation</u> (ICE Standard) (http://www.ice.gov/docid/partners/dro/opsmanual/admiss.pdf)				
	<u>Detainee Records/ Detention Files</u> (ICE Standard) (http://www.ice.gov/docid/partners/dro/opsmanual/DetentFiles.pdf)				
	<u>Detainee Handbook</u> (ICE Standard) (http://www.ice.gov/docid/partners/dro/opsmanual/handbk.pdf)				
	<u>Internal Inspections and/or Reviews/ Detention Management & Control Program</u> (ICE Standard)				
	<u>Funds & Personal Property</u> (ICE Standard) (http://www.ice.gov/docid/partners/dro/opsmanual/fundprop.pdf)				
	Policy Development and Monitoring 4-ALDF- 7D-06				

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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution)</p>	Communicable Disease 4-ALDF-4C-14	<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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<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 any two of the standards will result in a 15% 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 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<p><u>Deafness/Hunger Strikes</u> (ICE Standard) (http://www.ice.gov/doclib/nariners/dro/opsmanual/hungsc.pdf)</p>				
	<p>Experimental Research 4-ALDF-4D-18</p>				
	<p><u>Medical, Dental, and Mental Health Assessments/Medical Care</u> (ICE Standard) (http://www.ice.gov/doclib/nariners/dro/opsmanual/medical.pdf)</p>				
	<p><u>Suicide Prevention</u> (ICE Standard) (http://www.ice.gov/doclib/nariners/dro/opsmanual/sucprev.pdf)</p>				
	<p><u>Terminal Illness, Advanced Directives and Death</u> (ICE Standard) (http://www.ice.gov/doclib/nariners/dro/opsmanual/terminal.pdf)</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Security and Control (25%)</p> <p>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)</p>	<p>Detainee Searches 4-ALDF-2C-01-06 http://www.ice.gov/doclib/partners/dro/opsmanual/detsearch.pdf</p> <p>Use of Force (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/useofforce.pdf</p> <p>Detainee Transfers (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf</p> <p>Tool and Equipment Control (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/toolcont.pdf</p> <p>Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</p> <p>Detainee Discipline (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf</p> <p>Special Management Unit- Administrative Segregation (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/smu_admin.pdf</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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) 	<ul style="list-style-type: none"> • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs • Review of service provider's quality control program monitoring reports and output data 	<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 any three of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>	<p>A rating of Deficient on any two of the standards will result in a 15% 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 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p style="text-align: center;">Security and Control (Continued)</p>	<p>Sexual Management Unit-Disciplinary Segregation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf)</p>				
	<p>Contingency/Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/emerge.pdf)</p>				
	<p>Hold Rooms in Detention Facilities (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf)</p>				
	<p>Control of Contraband (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/contrab.pdf)</p>				
	<p>Post Orders (ICE Standard)(http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf)</p>				
	<p>Permanent Logs 4- ALDF-2A-11</p>				
	<p>Security Features (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf)</p>				
	<p>Security Inspections and/or Reviews (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/secuinsp.pdf)</p> <p>Sexual Assault 4-ALDF- 4D-22-8</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Security and Control	<u>Transportation (Land Transportation) (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/transp.pdf)				
	<u>Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</u>				

(Continued)

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees)	<u>Environmental Health & Safety (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/envirom.pdf)	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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic review in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	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 of the standards will result in a 10% 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 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<u>Food Service Standards (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/FoodService.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Staff and Detainee Communication (2.5%)</p> <p align="center">(Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)</p>	<p><u>Detainee Grievances (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/omsmanual/griev.pdf)</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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<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 any two of the standards will result in a 2.5% 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 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<p>Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10</p>				
	<p><u>Staff Detainee Communication (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/omsmanual/StaffDetaineeCommunication.pdf)</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Safety and Sanitation (10%)</p> <p align="center">(Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)</p>	<p><u>Environmental Health & Safety (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/omsmanual/envirom.pdf)</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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<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 any two of the standards will result in a 10% 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 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<p><u>Clothing and Bedding (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/omsmanual/cloth.pdf)</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p style="text-align: center;">Services and Programs (10%) (Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)</p>	<p><u>Access to Legal Material (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/legal.pdf)</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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<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 any two of the standards will result in a 10% 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 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<p><u>Classification Review and Housing (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/classif.pdf)</p>				
	<p><u>Detainee Mail & Correspondence (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/corresp.pdf)</p>				
	<p><u>Group Legal Representation (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/grlrep.pdf)</p>				
	<p><u>Marriage Requests (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/marreq.pdf)</p>				
	<p><u>Non-Medical Emergency Escorted Trips (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/escort.pdf)</p>				
	<p><u>Recreation (ICE Standard)</u> (http://www.ice.gov/doclib/policies/dro/opsmanual/recrea.pdf)</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Services and Programs (Continued)	Religious Practices (ICE Standard) (http://www.ice.gov/doc1/b/partners/dro/opsmanual/cloth.pdf)				
	Telephone Access (ICE Standard) (http://www.ice.gov/doc1/b/partners/dro/opsmanual/teleacc.pdf)				
	Voluntary Work Program (ICE Standard) (http://www.ice.gov/doc1/b/partners/dro/opsmanual/work.pdf)				
	Visitation Privileges (ICE Standard) (http://www.ice.gov/doc1/b/partners/dro/opsmanual/visit.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Workforce Integrity (15%) (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03	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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	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 15% 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 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	Staff Misconduct 4-ALDF-7B-D1				
	Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14				
	Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Detainee Discrimination (2.5%)</p> <p>(Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</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"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<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 2.5% 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 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

**Attachment 2
Contract Discrepancy Report**

CONTRACT DISCREPANCY REPORT			1 CONTRACT NUMBER
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4 DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)			
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 (Cite applicable O A program procedures or new A W procedures)			
9 SIGNATURE OF CONTRACTOR REPRESENTATIVE			10 DATE
11 GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN (Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)			
12 GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

ATTACHMENT 3 – Performance Monitoring Tool

Detention and Removal Operations
Performance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name: _____ Month/Year: _____

Frequency				DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	M	Q	Y				
				1. Admission and Release			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory detainee personal effects			
				D. Detainee funds 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			
				2. Detainee Classification System			
				A. All detainees classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			
				D. Work assignments are based upon classification system			
				E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
				3. Contraband			
				A. Policy in place for handling contraband			
				B. Contraband disposed of properly and documented			
				C. Facility staff make a concerted effort to control contraband			

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D	M		DETENTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			4. Correspondence and Other Mail			
		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			
			5. Detainee Handbook			
		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			
			6. Detention Files			
		A.	Detention file created for each new arrival			
		B.	Detention files contain documents generated during custody			
		C.	Detention files maintained in a secure area			
			7. Disciplinary Policy			
		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			

D	M		DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
			8. Emergency Plans			
			A. Staff trained			
			B. Written plans			
			C. Evacuation routes primary and secondary			
			D. A complete set of emergency plans is available			
			E. Staff work stoppage plan is available			
			9. Environmental Health and Safety			
			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			

D	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			10. Non-Medical Emergency Escorted Trips			
		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			
			11. Security Inspections			
		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.	Officers monitor all vehicular traffic entering and leaving the facility			
		J.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
		K.	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			
		L.	Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			

D	W	M	T	F	S	S	Rating A/D/R	Corrective Action Required/ Comments	Due Date
						M.		Tools being taken into the secure area of the facility are inspected and inventoried	
								12. Food Service	
						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	
								13. Funds and Personal Property	
						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	

D	W	M	T		DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
					14. Detainee Grievance Procedures			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances alleging staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					15. Hold Rooms in Detention Facilities			
				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			
				D.	Written evacuation plan posted for each hold room			
				E.	Hold rooms contain sufficient seating for the number of detainees held			
				F.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				G.	Male and females are segregated from each other at all times			
				H.	Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				I.	Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
					16. Hunger Strikes			
				A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			

D	W	M	T		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B.	Staff receive training in identification of hunger strike			
				C.	Process for determining reason for hunger strike			
					17. Key and Lock Control			
				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			
					18. Access to Legal Material			
				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 5 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			
					19. Group Presentations on Legal Rights			
				H.	ICE/DRO approved videos played for all incoming detainees			
				I.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			

D	W	M	T		Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Detainees in SMU receive separate presentation		
				K.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity		
					20. Marriage Requests		
				A.	Marriage written requests approved by FOD		
					21. Medical Care		
				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		
					22. Issuance and Exchange of Clothing, Bedding, and Towels		
				A.	Clothing provided upon intake and exchanged weekly		

D	W	M	T		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				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			
					23. Population Counts			
				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 as necessary			
				E.	Each detainee positively identified during count			
					24. Post Orders			
				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			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				25. Recreation			
				A. Outdoor/indoor recreation is provided			
				B. Access to recreation activities 1 hour x 5 days			
				C. Staff conduct daily searches of recreation areas			
				D. In unit sedentary activities are available			
				26. Religious Practices			
				A. Detainees are allowed to engage in religious services			
				B. Authorized religious items are allowed in detainee possession			
				27. Special Management Unit (Administrative Segregation)			
				A. Written order accompany detainee placed in SMU			
				B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C. Detainees in SMU have access to legal materials			
				D. Detainees in SMU retain visiting privileges			
				E. Maintain a permanent log regarding detainee related activities			
				F. SMU phone access same as general pop unless exception is made			
				G. 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			
				H. The facility administrator (or designee) visits each SMU daily			
				I. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			

D	W	M	O		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire.			
				K.	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, Detention Management Division			
					28. Special Management Unit (Disciplinary Segregation)			
				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 gen pop			
				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			

D	W	M	TR		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				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, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
					29. Staff-Detainee Communication			
				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 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			
					30. Suicide Prevention and Intervention			
				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.	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	W	M	Th	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				D. Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
				31. Telephone Access			
				A. Upon intake, detainees are made aware of phone policies			
				B. Out of order phones reported to service provider			
				C. Telephones inspected regularly 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			
				32. Terminal Illness, Advanced Directives, and Death			
				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			
				33. Tool Control			
				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			

D	W	M		DEFENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				E. There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure 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			
				34. Detainee Transfer			
				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			
				35. Transportation (Land Transportation)			
				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			

D	W	M	T	F	S	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
						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			
						36. Use of Force			
						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 point restraints			
						H. Medical staff consulted prior to deploying OC spray in calculated use of force situations			
						I. All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
						37. Visitation			
						A. Written visitation schedule posted and accessible to the public			
						B. General visitation log book maintained			
						C. Visitor dress code enforced			
						D. Legal 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			

D	W	M	T	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				38. Voluntary Work Program			
				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			

ATTACHMENT II -STAFFING PLAN

The GEO Group, Inc
 LaSalle Parish, Louisiana
 416 Beds for ICE (Wage Determination Rates for C.O.'s only \$25,646)

EXECUTIVE OFFICE

Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Warden	5	1.00				1.00	1.00
Training Manager	5	1.00				1.00	1.00
Human Resources Manager	5	1.00				1.00	1.00
Risk Manager	5	1.00				1.00	1.00
Quality Assurance/ACA Manager	5	1.00				1.00	1.00
Executive Secretary	5	1.00				1.00	1.00
Administration Sub-Total		6.00	0.00	0.00	0.00		6.00

Business / Support

Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Business Manager	5	1.00				1.00	1.00
Bookkeeper	5	1.00				1.00	1.00
MIS Manager	5	1.00				1.00	1.00
Payroll Clerk	5	1.00				1.00	1.00
Warehouse / Supply Clerk	5	1.00				1.00	1.00
Records Clerk	5	2.00				1.00	2.00
Inmate Accounts Clerk	5	1.00				1.00	1.00
Receptionist / Mail Room Clerk	5	1.00				1.00	1.00
Laundry Technician	5	1.00				1.00	1.00
Commissary Manager	5	1.00				1.00	1.00
Business Office Sub Total		11.00	0.00	0.00	0.00		11.00

Maintenance

Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Maintenance Manager	5	1.00				1.00	1.00
Maintenance Technician	5	2.00				1.00	2.00
Maintenance Sub-Total		3.00	0.00	0.00	0.00		3.00

Food Service							
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Food Services Manager	5	1.00				1.00	1.00
Cook Supervisor	7	1.00	1.00	1.00		1.67	5.00
Food Services Clerk	7	1.00				1.00	1.00
Food Service Sub-Total		3.00	1.00	1.00	0.00		7.00

Programs							
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Classification/Case Managers	5	2.00				1.00	2.00
Recreation Specialist	5	1.00				1.00	1.00
Library Technician	5	1.00				1.00	1.00
Programs Sub Total		4.00	0.00	0.00	0.00		4.00

Security Supervisors							
Position Title	5/7 Day	Non-Shift	Day 12-Hr Shift	Evening 12-Hr Shift		Relief Factor	Total FTE
Deputy Warden	5	1.00				1.00	1.00
Key/Lock Armory Officer	5	1.00				1.00	1.00
Grievance/Disciplinary Officer (Lieutenant)	5	1.00				1.00	1.00
Intake/Transport Supervisor (Lieutenant)	5	1.00				1.00	1.00
Shift Supervisor (Lieutenant)	7		1.00	1.00		2.50	5.00
Assistant Shift Supervisor (Sergeant)	7		1.00	1.00		2.50	5.00
Security Admin. Sub-Total		4.00	2.00	2.00	0.00		14.00

Correctional Officers							
Position Title	5/7 Day	Non-Shift	Day 12-Hr Shift	Evening 12-Hr Shift		Relief Factor	Total FTE
Central Control Room Officer	7		2.00	1.00		2.20	6.60
Intake/Utility	7		3.00	3.00		2.20	13.20
Front Lobby	7	1.00				2.20	2.20
Perimeter Patrol	7		1.00	1.00		2.20	4.40
Medical	7		1.00	1.00		2.20	4.40
Visitation/Utility/Escort	7		3.00	2.00		2.20	11.00
Court Officer	5	2.00				1.20	2.40
Recreation	7	2.00				2.20	4.40
Kitchen	7	1.00				1.67	1.67

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Property Officer	7	1.00				2.20	2.20
Transportation	5	4.00				1.25	5.00
Transportation	7	6.00				1.67	10.00
Unit 1 Control Officer	7		1.00	1.00		2.20	4.40
1 A/B Cells Rover	7		2.00	2.00		2.20	8.80
1C Dorm Officer	7		1.00	1.00		2.20	4.40
1D Dorm Officer	7		1.00	1.00		2.20	4.40
Unit 2 Control Officer	7		1.00	1.00		2.20	4.40
2E/F Cells Rover	7		1.00	1.00		2.20	4.40
2G Dorm Officer	7		1.00	1.00		2.20	4.40
2H Dorm Officer	7		1.00	1.00		2.20	4.40
Rounding							-0.07
Officer Sub-Total		17.00	19.00	17.00	0.00		107.00

SUMMARY

EXECUTIVE OFFICE	6.00	0.00	0.00	0.00	6.00
Business / Support	11.00	0.00	0.00	0.00	11.00
Maintenance	3.00	0.00	0.00	0.00	3.00
Programs	4.00	0.00	0.00	0.00	4.00
Food Service	3.00	1.00	1.00	0.00	7.00
Security Supervisors	4.00	2.00	2.00	0.00	14.00
Correctional Officers	17.00	19.00	17.00	0.00	107.00
TOTAL STAFF	48.00	22.00	20.00	0.00	152.00
TOTAL STAFF	48.00	22.00	20.00	0.00	152.00

ATTACHMENT II - STAFFING PLAN - (CONT.)

The GEO Group, Inc								
LaSalle Parish, Louisiana								
1160 Beds for ICE (Wage Determination Rates for C.O.'s only-\$25,646)								
EXECUTIVE OFFICE								
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE	
Warden	5	1.00				1.00	1.00	
Training Manager	5	1.00				1.00	1.00	
Human Resources Manager	5	1.00				1.00	1.00	
Risk Manager	5	1.00				1.00	1.00	
Quality Assurance / ACA Manager	5	1.00				1.00	1.00	
Executive Secretary	5	1.00				1.00	1.00	
Administration Sub-Total		6.00	0.00	0.00	0.00		6.00	
Business / Support								
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE	
Business Manager	5	1.00				1.00	1.00	
Bookkeeper	5	1.00				1.00	1.00	
MIS Manager	5	1.00				1.00	1.00	
Payroll Clerk	5	1.00				1.00	1.00	
Warehouse / Supply Clerk	5	1.00				1.00	1.00	
Records Clerk	5	3.00				1.00	3.00	
Inmate Accounts Clerk	5	1.00				1.00	1.00	
Receptionist / Mail Room Clerk	5	1.00				1.00	1.00	
Laundry Technician	5	2.00				1.00	2.00	
Commissary Manager	5	2.00				1.00	2.00	
Business Office Sub Total		14.00	0.00	0.00	0.00		14.00	
Maintenance								
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE	
Maintenance Manager	5	1.00				1.00	1.00	
Maintenance Technician	5	3.00				1.00	3.00	
Maintenance Clerk	5	1.00				1.00	1.00	
Maintenance Sub-Total		5.00	0.00	0.00	0.00		5.00	

Food Service							
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Food Services Manager	5	1.00				1.00	1.00
Cook Supervisor	7	1.00	2.00	1.00		1.75	7.00
Food Services Clerk	7	1.00				1.00	1.00
Food Service Sub-Total		3.00	2.00	1.00	0.00		9.00

Programs							
Position Title	5/7 Day	Non-Shift	Day Shift	Evening Shift	Night Shift	Relief Factor	Total FTE
Classification/Case Managers	5	1.00				1.00	1.00
Classification/Case Managers	7	2.00				1.50	3.00
Recreation Specialist	5	2.00				1.00	2.00
Library Technician	5	1.00				1.00	1.00
Programs Sub Total		6.00	0.00	0.00	0.00		7.00

Security Supervisors							
Position Title	5/7 Day	Non-Shift	Day 12-Hr Shift	Evening 12-Hr Shift		Relief Factor	Total FTE
Deputy Warden	5	1.00				1.00	1.00
Chief of Security	5	1.00				1.00	1.00
Key/Lock Armory Officer	5	1.00				1.00	1.00
Grievance/Disciplinary Officer (Lieutenant)	5	1.00				1.00	1.00
Intake/Transport Supervisor (Lieutenant)	5	1.00				1.00	1.00
Assistant Intake/Transport Supervisor (Sergeant)	5	1.00				1.00	1.00
Segregation Sergeant	5	1.00				1.00	1.00
Shift Supervisor (Lieutenant)	7		1.00	1.00		2.50	5.00
Assistant Shift Supervisor (Sergeant)	7		2.00	2.00		2.50	10.00
Security Admin. Sub-Total		7.00	3.00	3.00	0.00		22.00

Correctional Officers							
Position Title	5/7 Day	Non-Shift	Day 12-Hr Shift	Evening 12-Hr Shift		Relief Factor	Total FTE
Central Control Room Officer	7		2.00	2.00		2.20	8.80
Intake/Utility	7		5.00	3.00		2.20	17.60
Front Lobby	7	1.00				2.20	2.20
ElOR Lobby	5	1.00				1.20	1.20
Perimeter Patrol	7		1.00	1.00		2.20	4.40

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Medical	7		1.00	1.00		2.20	4.40
Visitation/Utility/Escort	7		5.00	4.00		2.20	19.80
Court Officer	5	5.00				1.20	6.00
Recreation	7	3.00				2.20	6.60
Kitchen	7	2.00				1.50	3.00
Property Officer	7	2.00				2.20	4.40
Transportation	5	8.00				1.25	10.00
Transportation	7	6.00				1.67	10.00
Unit 1 Control Officer	7		1.00	1.00		2.20	4.40
1 A/B Cells Rover (Segregation)	7		2.00	2.00		2.20	8.80
1C Dorm Officer	7		1.00	1.00		2.20	4.40
1D Dorm Officer	7		1.00	1.00		2.20	4.40
Unit 2 Control Officer	7		1.00	1.00		2.20	4.40
2E/F Cells Rover (Segregation)	7		2.00	2.00		2.20	8.80
2G Dorm Officer	7		1.00	1.00		2.20	4.40
2H Dorm Officer	7		1.00	1.00		2.20	4.40
Female Housing	7		1.00	1.00		2.20	4.40
384 Bed Housing A Control	7		1.00	1.00		2.20	4.40
384 Bed Housing A Rover	7		4.00	4.00		2.20	17.60
384 Bed Housing B Control	7		1.00	1.00		2.20	4.40
384 Bed Housing B Rover	7		4.00	4.00		2.20	17.60
Rounding							0.20
Officer Sub-Total			28.00	35.00	32.00	0.00	191.00

SUMMARY

EXECUTIVE OFFICE	6.00	0.00	0.00	0.00	6.00
Business / Support	14.00	0.00	0.00	0.00	14.00
Maintenance	5.00	0.00	0.00	0.00	5.00
Health Care	0.00	0.00	0.00	0.00	0.00
Programs	6.00	0.00	0.00	0.00	7.00
Food Service	3.00	2.00	1.00	0.00	9.00
Security Supervisors	7.00	3.00	3.00	0.00	22.00
Correctional Officers	28.00	35.00	32.00	0.00	191.00
TOTAL STAFF	69.00	40.00	36.00	0.00	254.00

ATTACHMENT III - DETAINEE POPULATION RAMP UP PLAN

Initial 416-bed Phase Detainee Intake (Phase 1)

Initial Detainee Intake will be scheduled in accordance with a mutually agreed plan to incrementally phase-in the detainee population. Substantial staff will be available to prepare for the initial intake, medical review and classification of detainees over the initial four-week period. Past start-up and detainee intake experience has demonstrated that GEO has the staff and the resources necessary to easily accommodate a weekly intake of 104 detainees. GEO has experience with intakes ranging from 40 prisoners a week for the Bureau of Prisons to 250 prisoners a day for the Texas Department of Criminal Justice.

In order to facilitate a quick initial ramp up at the LaSalle facility, GEO can temporarily allocate additional staff resources from other GEO-operated ICE detention facilities as well as from the nearby Allen Correctional Center. These additional staff members will be experienced in detainee intake procedures and assist in the initial intake process while training the LaSalle facility intake staff.

Expanded 1,160-bed Phase Detainee Intake (Phase 2)

Expansion Detainee Intake will be scheduled in accordance with a mutually agreed plan to incrementally phase-in the additional detainee population upon completion of the expansion up to 1,160 beds. Facility staff will be prepared and experienced in the intake, medical review and classification of detainees. GEO will ensure the resources will be available to accommodate a weekly intake of 150 detainees until full occupancy is reached is approximately five weeks.

ATTACHMENT IV

SERVICES CONTRACT

THIS SERVICES CONTRACT, is entered into effective the 1st day of April 2007, by and between the LaSalle Economic Development District, a local governmental entity created and established by the Legislature of the state of Louisiana, P.O. Box 1889, Jena, Louisiana 71342, hereinafter referred to as LEDD, and The GEO Group, Inc., One Park Place, Suite 700, 623 Northwest 53rd Street, Boca Raton, Florida 33487, hereinafter referred to as GEO.

WHEREAS, LEDD and the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) have entered into an Intergovernmental Services Agreement (IGSA) for the detention and care of aliens (hereinafter referred to as Detainees) by LEDD, which IGSA is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, GEO has the ability by subcontract to make beds available to LEDD in a 416-bed existing detention facility (expandable to 1160 beds) located at 830 Pinehill Rd., Jena, Louisiana 71342, hereinafter referred to as the Facility, in which LEDD may arrange to detain and care for Detainees; and

WHEREAS, LEDD desires to enter into a services contract with a subcontractor for the provision, management and operation of a detention facility for the detention and care of Detainees and to otherwise perform LEDD's responsibilities and obligations as set forth in the IGSA;

WHEREAS, in order to fulfill its obligations under the IGSA to ICE, LEDD intends to enter into this Services Contract with GEO, which Services Contract requires GEO to perform all duties and accept all responsibilities incumbent upon LEDD pursuant to and consistent with the terms of the IGSA;

WHEREAS, LEDD is empowered by law to enter into this contract with GEO for the detention and care of Detainees at the Facility;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1.0 DEFINITIONS

All capitalized terms used herein shall have the same definition as those terms have in the IGSA, unless otherwise indicated herein.

2.0 PARTIES' ADMINISTRATIVE/OPERATIONAL OBLIGATIONS

GEO acknowledges, accepts, and agrees without limitation to the scope of, and limitations upon, the authority, duties and responsibilities of ICE and LEDD under the IGSA, and GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, including without limitation the authority of the ICE Contracting Officer's Technical Representative (COTR) and the applicability of the most current editions of ICE National Detention Requirements, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

3.0 PERIOD OF PERFORMANCE

This Contract shall be effective from the date that the IGSA is effective and shall continue so long as LEDD and ICE are parties to the IGSA or any extension thereof, unless earlier terminated as set forth herein. The parties may, by mutual agreement, continue this Contract beyond the termination of the IGSA for the purpose of housing other inmates/detainees upon such terms and conditions as the parties may agree to.

4.0 FACILITY CAPACITY

GEO agrees to initially house up to 416 Detainees pursuant to this Contract in the renovated existing Facility, and to subsequently house up to an addition 744 detainees (for a total of 1160 detainees) at the expanded Facility, all in accordance with a timetable agreed to and made a part of the IGSA entered into between LEDD and ICE. GEO acknowledges that neither the State nor LEDD guarantees any minimum number of Detainees will be assigned to the Facility. The cost of legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a Detainee in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed per day per Detainee (per diem) payment rate that is paid to GEO.

5.0 FACILITY EXPANSION

GEO acknowledges that under the terms of the IGSA, LEDD has agreed that it will provide, or cause to be provided, an additional general housing capacity of 744 beds in two housing units, together with all necessary additional support areas consistent with the mission of the Facility under the IGSA (the "Expansion"). GEO agrees to design, finance, and construct the Expansion in accordance with ICE-approved plans as quickly as same can be completed. LEDD agrees that it will provide any and all assistance in facilitating all local approvals required for the completion of the Expansion.

6.0 FACILITY ACTIVATION SCHEDULE

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the Facility activation schedule as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

7.0 PAYMENT RATES

LEDD shall pay GEO for its services under this Contract the same per diem rates for Detainees housed under this Contract as LEDD is paid by ICE under the terms of the then current IGSA. GEO acknowledges and agrees to bill LEDD on the same basis as LEDD is permitted to bill ICE, i.e. for the day of arrival of a Detainee, but not for the day of departure, as set forth in the IGSA.

8.0 PRICE ADJUSTMENTS

GEO shall be entitled to receive the same price adjustment from LEDD to the payment rates set forth in paragraph 3.4.1, above, as LEDD may receive from time to time from ICE under the then current IGSA.

9.0 ADMINISTRATIVE FEE

In recognition of LEDD's costs in time and resources to administer the IGSA entered into with ICE and this Agreement with GEO, GEO agrees to pay to LEDD a monthly Administrative Fee in the amount of \$5,000.00 beginning on the first day that an ICE detainee is housed in the 416-bed existing Facility. This monthly Administrative Fee will be increased to \$15,000 effective the day that the Facility houses 1,000 ICE detainees and shall continue so long as LEDD and ICE are parties to the IGSA or any extension thereof. Said monthly Administrative Fee shall be subject to an annual adjustment at the same time and by the same percentage as the IGSA Per Diem Rate may be adjusted from year to year.

10.0 MODIFICATION

This Contract, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

11.0 TRANSPORTATION SERVICES

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the transportation services as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

12.0 GUARD SERVICES

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to stationary guard services for Detainees attending off-site court proceedings or who are committed to a medical facility, as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

13.0 MEDICAL SERVICES

GEO hereby acknowledges that the U.S. Public Health Service (USPHS) will be responsible for providing all health care services for Detainees. GEO agrees without limitation to perform LEDD's Detainee health care security and transportation obligations and responsibilities as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

14.0 RECEIPT AND DISCHARGE OF FEDERAL DETAINEES

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the receipt and discharge of Detainees as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

15.0 INSPECTION

GEO hereby acknowledges and agrees without limitation to the right of ICE and LEDD to perform periodic inspections of the Facility by ICE and/or LEDD inspectors, subject to and in full accordance with the terms and conditions set forth in the IGSA, as though such right of inspection was fully rewritten herein as applying to GEO.

16.0 BILLING PROCEDURE

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the procedures for preparing and submitting payment invoices as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO. LEDD hereby appoints GEO as its billing agent for all purposes set forth herein and in the IGSA.

17.0 ICE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

GEO hereby acknowledges the individual or successor designated by ICE as its COTR for the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

18.0 ATTACHMENTS

GEO hereby acknowledges the Performance Requirements Summary (PRS), Reviewers Guide, and the Government Quality Assurance Program (QASP) attached to the IGSA, and agrees without limitation to the applicability and enforceability of such attachments to GEO's performance under this Contract in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD thereunder were fully rewritten herein as applying to GEO.

19.0 PHYSICAL PLANT/PROPERTY TAXES

GEO hereby assumes and agrees without limitation to fully and properly maintain the Facility's physical plant, without any cost to LEDD, and to pay property taxes assessed against the Facility by the LaSalle Parish taxing authority as same become due and payable.

20.6 INDEMNIFICATION AND INSURANCE

20.1 Insurance. In connection with all aspects of the management and operation of the Facility, including any functions performed by contractors and sub-contractors, GEO will maintain and provide evidence of a comprehensive and adequate plan of insurance coverage, including the following:

- A. Workers Compensation, including Employers Liability Coverage, U.S. Longshoremen and Harbor Workers' Act coverage and Stop-Gap coverage, as prescribed by applicable law.
- B. Employers Liability, in the following amounts:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- C. Commercial General Liability Limits of Liability
 - General Aggregate (Other than Products/Completed Operations) \$20,000,000
 - Products-Completed Operations Aggregate \$5,000,000
 - Personal & Advertising Injury Limit \$5,000,000
 - Each Occurrence Limit \$5,000,000
 - Fire Damage Limit \$5,000,000
 - General Liability Coverage shall include:
 - Premises-Operations Liability
 - Liability to the County and third parties for the negligent acts of contractors and sub-contractors engaged by GEO
 - Products and Completed Operations Liability
 - Liability assumed by GEO under this Agreement or an agreement with a third party
 - Physical Damage to Property in GEO's care, custody or control (Broad Form P.D.)
 - Liability to the County or unrelated third parties for loss of money, securities, inventory, or other property occasioned by the theft of such property by GEO employees
 - Professional Liability Coverage
 - Additional insured status for coverage under a contract, sub-contract or other agreement, shall include the County as additional insured
- D. Auto Liability
 - Policy Limits \$3,000,000 each accident
 - Vehicles Covered: All owned, leased, hired and non-owned vehicles, both private passenger and commercial - types, used by GEO and its employees
 - Coverage Extensions: Deletion of Fellow Employee Exclusion; Uninsured Motorists and PIP coverage; Coverage for Additional Insured

- R. Umbrella Liability covering commercial general liability and auto
 - \$25,000,000 each occurrence
 - \$25,000,000 products/completed operations aggregate
 - \$25,000,000 general aggregate (other than products/completed operations)
 - F. Excess Liability covering commercial general liability and auto
 - \$25,000,000 each occurrence
 - \$25,000,000 products/completed operations aggregate
 - \$25,000,000 general aggregate (other than products/completed operations)
 - G. "All Risk" property insurance covering all buildings and contents valued at an agreed replacement cost.
 - H. All coverages shall be provided by a carrier(s) duly authorized to do business in the State of Louisiana.
 - I. GEO shall submit to LEDD certificate(s) evidencing coverage as required herein, no later than thirty (30) days following execution of this Contract, and in no event later than the day GEO commences management and operation of the Facility, and normally thereafter within (10) days of the anniversary date of any and all policies.
 - J. There shall be no change of policy provisions, including decreases of insurance coverage, without prior written approval of LEDD.
- 20.1 Indemnification. GEO agrees to indemnify and hold harmless LEDD and ICE, their officers, agents, employee and their assigns, from and against:
- A. Any and all claims or demands arising from or related to the management and operation of the Facility, whether or not GEO is insured for such claims or demands, including without limitation, any and all claims or demands arising from or related to:
 - (i) any physical damage to the Facility or the contents thereof related to or arising from the negligence of GEO or its agents, contractors, subcontractors or employees;
 - (ii) any breach or default on the part of GEO in the performance of any covenant or agreement to be performed pursuant to the terms hereof;
 - (iii) any action or inaction caused by negligence, gross negligence, willful misconduct, malicious conduct, or bad faith of GEO, or any of its agents, contractors, subcontractors or employees, whether employed directly by GEO or under the supervision of GEO;
 - (iv) any accident, injury, death or damage whatsoever to any person or property on the premises of the Facility, regardless of whether such person was, or property belonged to, an inmate, a person detained, a guest or a visitor to the Facility; and

- (vi) any claim of any kind brought by or on behalf of any Detainee, or former Detainee, detained under GEO's supervision and arising from Detainee's treatment, conditions of custody, care, property, or any other claim arising from confinement of any Detainee in the Facility.

GEO shall be responsible for all costs, including but not limited to attorneys' fees, expenses incurred and liabilities arising from any claim, demand, action, litigation, lawsuit or other proceeding related to the management and operation of the Facility.

GEO shall not be responsible for any claim or demand directly related to a specific overt action taken by any official, officer, employee or agent of LEDD that contravenes the policies and procedures of GEO.

- 20.2 Notice of Litigation and Claims. LEDD and GEO shall promptly notify the other in writing of the receipt of any legal suit or claim which may affect GEO, LEDD or the Facility. LEDD shall have the right, at its option, to participate in defense of any litigation, claim or demand, without relieving GEO of its obligations hereunder.
- 20.3 Defense or Immunity. By entering into this Agreement, neither LEDD nor GEO waives any immunity or defense that may be available to it by operation of law, including any limitation on the amount of damages that may be awarded.
- 20.4 Compliance with Court Orders. GEO shall comply with all current or future court orders or instructions concerning the Facility.

21.0 NOTICES

Any notice provided for in this Contract shall be in writing and served by personal delivery, United States Mail, return receipt requested, at the addresses set forth below, until such time as written notice of change of address is received from either party. Any notice so mailed, served, or personally delivered shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Contract.

To LEDD:

Walter B. Darroh, Jr., President
LaSalle Economic Development District
3225 North First Street
Iena, Louisiana 71342

To GEO:

John Bulfin, General Counsel
The GEO Group, Inc.
One Park Place
621 Northwest 53rd Street
Boca Raton, FL 33487

22.0 ASSIGNMENT AND SUBCONTRACTING

GEO hereby assumes and agrees without limitation to the scope of and limitations upon LEDD's rights of assignment and/or subcontracting as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such scope and limitations of LEDD's rights of assignment and/or subcontracting under the IGSA were fully rewritten herein as applying to GEO.

23.0 LEGAL AUTHORITY

LEDD and GEO assure and guarantee that each possesses the legal authority to enter into this Contract. The persons executing this Contract on behalf of LEDD and GEO do hereby warrant and guarantee that they have full authorization to execute this Contract.

24.0 CONFIDENTIALITY OF RECORDS

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the confidentiality of ICE records as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

25.0 RECORDS RETENTION AND ACCESS

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to records retention and access as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

26.0 SEVERABILITY

To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

27.0 NO THIRD PARTY BENEFIT

This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits, or privileges on any person or entity other than the parties to this Contract, except ICE as set forth herein. This Contract is not intended to create any rights, liberty interests, or entitlements in favor of any Detainee. The Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. Detainees shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

28.0 EXCLUSIVE VENUE


The mandatory Venue for any legal action arising from this Contract shall be in LaSalle Parish, Louisiana.

29.0 CONTINGENCY

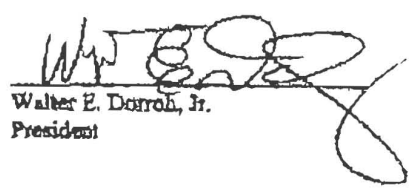
This Agreement is contingent upon, and will not take effect until the date of, the execution of an Inter-Governmental Services Agreement (IGSA) between the LaSalle Economic Development District (LEDD) and the United States Immigration and Customs Enforcement (ICE), which IGSA has first been reviewed and approved by GEO for execution by the LEDD.

IN WITNESS WHEREOF, the undersigned authorized parties have affixed their signatures effective the date first set forth above.

The GEO Group, Inc.:


Wayne H. Calabrese
Vice Chairman & President

LaSalle Economic Development District:


Walter E. Dorroh, Jr.
President

~~FOR OFFICIAL USE ONLY~~

Attachment 1
Intergovernmental Service Agreement (IGSA)
Employment Screening Requirements

GENERAL

The Service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

EMPLOYMENT ELIGIBILITY

Screening criteria that will exclude applicants from consideration to perform under this agreement includes:

1. Felony convictions
2. Conviction of a sex crime
3. Offense/s involving a child victim
4. Felony drug convictions
5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

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 will have 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.

The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.

The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.

The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.

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ATTACHMENT IV

SERVICES CONTRACT

THIS SERVICES CONTRACT, is entered into effective the 1st day of April 2007, by and between the LaSalle Economic Development District, a local governmental entity created and established by the Legislature of the state of Louisiana, P.O. Box 1889, Jena, Louisiana 71342, hereinafter referred to as LEDD, and The GEO Group, Inc., One Park Place, Suite 700, 623 Northwest 53rd Street, Boca Raton, Florida 33487, hereinafter referred to as GEO.

WHEREAS, LEDD and the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) have entered into an Intergovernmental Services Agreement (IGSA) for the detention and care of aliens (hereinafter referred to as Detainees) by LEDD, which IGSA is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, GEO has the ability by subcontract to make beds available to LEDD in a 416-bed existing detention facility (expandable to 1760 beds) located at 830 Pinehill Rd., Jena, Louisiana 71342, hereinafter referred to as the Facility, in which LEDD may arrange to detain and care for Detainees; and

WHEREAS, LEDD desires to enter into a services contract with a subcontractor for the provision, management and operation of a detention facility for the detention and care of Detainees and to otherwise perform LEDD's responsibilities and obligations as set forth in the IGSA;

WHEREAS, in order to fulfill its obligations under the IGSA to ICE, LEDD intends to enter into this Services Contract with GEO, which Services Contract requires GEO to perform all duties and accept all responsibilities incumbent upon LEDD pursuant to and consistent with the terms of the IGSA;

WHEREAS, LEDD is empowered by law to enter into this contract with GEO for the detention and care of Detainees at the Facility;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1.0 DEFINITIONS

All capitalized terms used herein shall have the same definition as those terms have in the IGSA, unless otherwise indicated herein.

2.0 PARTIES' ADMINISTRATIVE/OPERATIONAL OBLIGATIONS

GEO acknowledges, accepts, and agrees without limitation to the scope of, and limitations upon, the authority, duties and responsibilities of ICE and LEDD under the IGSA, and GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, including without limitation the authority of the ICE Contracting Officer's Technical Representative (COTR) and the applicability of the most current editions of ICE National Detention Requirements, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

3.0 PERIOD OF PERFORMANCE

This Contract shall be effective from the date that the IGSA is effective and shall continue so long as LEDD and ICE are parties to the IGSA or any extension thereof, unless earlier terminated as set forth herein. The parties may, by mutual agreement, continue this Contract beyond the termination of the IGSA for the purpose of housing other inmates/detainees upon such terms and conditions as the parties may agree to.

4.0 FACILITY CAPACITY

GEO agrees to initially house up to 416 Detainees pursuant to this Contract in the renovated existing Facility, and to subsequently house up to an addition 744 detainees (for a total of 1160 detainees) at the expanded Facility, all in accordance with a timetable agreed to and made a part of the IGSA entered into between LEDD and ICE. GEO acknowledges that neither the State nor LEDD guarantees any minimum number of Detainees will be assigned to the Facility. The cost of legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a Detainee in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed per day per Detainee (per diem) payment rate that is paid to GEO.

5.0 FACILITY EXPANSION

GEO acknowledges that under the terms of the IGSA, LEDD has agreed that it will provide, or cause to be provided, an additional general housing capacity of 744 beds in two housing units, together with all necessary additional support areas consistent with the mission of the Facility under the IGSA (the "Expansion"). GEO agrees to design, finance, and construct the Expansion in accordance with ICE-approved plans as quickly as same can be completed. LEDD agrees that it will provide any and all assistance in facilitating all local approvals required for the completion of the Expansion.

6.0 FACILITY ACTIVATION SCHEDULE

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the Facility activation schedule as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

7.0 PAYMENT RATES

LEDD shall pay GEO for its services under this Contract the same per diem rates for Detainees housed under this Contract as LEDD is paid by ICE under the terms of the then current IGSA. GEO acknowledges and agrees to bill LEDD on the same basis as LEDD is permitted to bill ICE, i.e. for the day of arrival of a Detainee, but not for the day of departure, as set forth in the IGSA.

8.0 PRICE ADJUSTMENTS

GEO shall be entitled to receive the same price adjustment from LEDD to the payment rates set forth in paragraph 3.4.1, above, as LEDD may receive from time to time from ICE under the then current IGSA.

9.0 ADMINISTRATIVE FEE

In recognition of LEDD's costs in time and resources to administer the IGSA entered into with ICE and this Agreement with GEO, GEO agrees to pay to LEDD a monthly Administrative Fee in the amount of \$5,000.00 beginning on the first day that an ICE detainee is housed in the 416-bed existing Facility. This monthly Administrative Fee will be increased to \$15,000 effective the day that the Facility houses 1,000 ICE detainees and shall continue as long as LEDD and ICE are parties to the IGSA or any extension thereof. Said monthly Administrative Fee shall be subject to an annual adjustment at the same time and by the same percentage as the IGSA Per Diem Rate may be adjusted from year to year.

10.0 MODIFICATION

This Contract, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

11.0 TRANSPORTATION SERVICES

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the transportation services as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

12.0 GUARD SERVICES

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to stationary guard services for Detainees attending off-site court proceedings or who are committed to a medical facility, as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

13.0 MEDICAL SERVICES

GEO hereby acknowledges that the U.S. Public Health Service (USPHS) will be responsible for providing all health care services for Detainees. GEO agrees without limitation to perform LEDD's Detainee health care security and transportation obligations and responsibilities as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

14.0 RECEIPT AND DISCHARGE OF FEDERAL DETAINEES

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the receipt and discharge of Detainees as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

15.0 INSPECTION

GEO hereby acknowledges and agrees without limitation to the right of ICE and LEDD to perform periodic inspections of the Facility by ICE and/or LEDD inspectors, subject to and in full accordance with the terms and conditions set forth in the IGSA, as though such right of inspection was fully rewritten herein as applying to GEO.

16.0 BILLING PROCEDURE

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the procedures for preparing and submitting payment invoices as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO. LEDD hereby appoints GEO as its billing agent for all purposes set forth herein and in the IGSA.

17.0 ICE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

GEO hereby acknowledges the individual or successor designated by ICE as its COTR for the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

18.0 ATTACHMENTS

GEO hereby acknowledges the Performance Requirements Summary (PRS), Reviewers Guide, and the Government Quality Assurance Program (QASP) attached to the IGSA, and agrees without limitation to the applicability and enforceability of such attachments to GEO's performance under this Contract in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD hereunder were fully rewritten herein as applying to GEO.

19.0 PHYSICAL PLANT/PROPERTY TAXES

GEO hereby assumes and agrees without limitation to fully and properly maintain the Facility's physical plant, without any cost to LEDD, and to pay property taxes assessed against the Facility by the LaSalle Parish taxing authority as same become due and payable.

20.8 INDEMNIFICATION AND INSURANCE

20.1 Insurance. In connection with all aspects of the management and operation of the Facility, including any functions performed by contractors and sub-contractors, GEO will maintain and provide evidence of a comprehensive and adequate plan of insurance coverage, including the following:

- A. Workers Compensation, including Employers Liability Coverage, U.S. Longshoremen and Harbor Workers' Act coverage and Stop-Gap coverage, as prescribed by applicable law.
- B. Employers Liability, in the following amounts:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- C. Commercial General Liability Limits of Liability
 - General Aggregate (Other than Products/Completed Operations) \$20,000,000
 - Products-Completed Operations Aggregate \$5,000,000
 - Personal & Advertising Injury Limit \$5,000,000
 - Each Occurrence Limit \$5,000,000
 - Fire Damage Limit \$5,000,000
 - General Liability Coverage shall include:
 - Premises-Operations Liability
 - Liability to the County and third parties for the negligent acts of contractors and sub-contractors engaged by GEO
 - Products and Completed Operations Liability
 - Liability assumed by GEO under this Agreement or an agreement with a third party
 - Physical Damage to Property in GEO's care, custody or control (Broad Form P.D.)
 - Liability to the County or unrelated third parties for loss of money, securities, inventory, or other property occasioned by the theft of such property by GEO employees
 - Professional Liability Coverage
 - Additional insured status for coverage under a contract, sub-contract or other agreement, shall include the County as additional insured
- D. Auto Liability
 - Policy Limits \$3,000,000 each accident
 - Vehicles Covered: All owned, leased, hired and non-owned vehicles, both private passenger and commercial - types, used by GEO and its employees
 - Coverage Extensions: Deletion of Fellow Employee Exclusion; Uninsured Motorists and PIP coverage; Coverage for Additional Insured

- E. Umbrella Liability covering commercial general liability and auto
 - \$25,000,000 each occurrence
 - \$25,000,000 products/completed operations aggregate
 - \$25,000,000 general aggregate (other than products/completed operations)
 - F. Excess Liability covering commercial general liability and auto
 - \$25,000,000 each occurrence
 - \$25,000,000 products/completed operations aggregate
 - \$25,000,000 general aggregate (other than products/completed operations)
 - G. "All Risk" property insurance covering all buildings and contents valued at an agreed replacement cost.
 - H. All coverages shall be provided by a carrier(s) duly authorized to do business in the State of Louisiana.
 - I. GEO shall submit to LEEDD certificate(s) evidencing coverage as required herein, no later than thirty (30) days following execution of this Contract, and in no event later than the day GEO commences management and operation of the Facility, and annually thereafter within (10) days of the anniversary date of any and all policies.
 - J. There shall be no change of policy provisions, including decreases of insurance coverage, without prior written approval of LEEDD.
- 20.1 Indemnification. GEO agrees to indemnify and hold harmless LEEDD and ICE, their officers, agents, employee and their assigns, from and against:
- A. Any and all claims or demands arising from or related to the management and operation of the Facility, whether or not GEO is insured for such claims or demands, including without limitation, any and all claims or demands arising from or related to:
 - (i) any physical damage to the Facility or the contents thereof related to or arising from the negligence of GEO or its agents, contractors, subcontractors or employees;
 - (ii) any breach or default on the part of GEO in the performance of any covenant or agreement to be performed pursuant to the terms hereof;
 - (iii) any action or inaction caused by negligence, gross negligence, willful misconduct, malicious conduct, or bad faith of GEO, or any of its agents, contractors, subcontractors or employees, whether employed directly by GEO or under the supervision of GEO;
 - (iv) any accident, injury, death or damage whatsoever to any person or property on the premises of the Facility, regardless of whether such person was, or property belonged to, an inmate, a person detained, a guest or a visitor to the Facility; and

- (vi) any claim of any kind brought by or on behalf of any Detainee, or former Detainee, detained under GEO's supervision and arising from Detainee's treatment, conditions of custody, care, property, or any other claim arising from confinement of any Detainee in the Facility.

GEO shall be responsible for all costs, including but not limited to attorneys' fees, expenses incurred and liabilities arising from any claim, demand, action, litigation, lawsuit or other proceeding related to the management and operation of the Facility.

GEO shall not be responsible for any claim or demand directly related to a specific overt action taken by any official, officer, employee or agent of LEDD that contravenes the policies and procedures of GEO.

- 20.2 Notice of Litigation and Claims. LEDD and GEO shall promptly notify the other in writing of the receipt of any legal suit or claim which may affect GEO, LEDD or the Facility. LEDD shall have the right, at its option, to participate in defense of any litigation, claim or demand, without relieving GEO of its obligations hereunder.
- 20.3 Defense or Immunity. By entering into this Agreement, neither LEDD nor GEO waives any immunity or defense that may be available to it by operation of law, including any limitation on the amount of damages that may be awarded.
- 20.4 Compliance with Court Orders. GEO shall comply with all current or future court orders or injunctions concerning the Facility.

21.0 NOTICES

Any notice provided for in this Contract shall be in writing and served by personal delivery, United States Mail, return receipt requested, at the addresses set forth below, until such time as written notice of change of address is received from either party. Any notice so mailed, served, or personally delivered shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Contract.

To LEDD:

Walter E. Dorroh, Jr., President
LaSalle Economic Development District
3225 North First Street
Jena, Louisiana 71342

To GEO:

John Bulfin, General Counsel
The GEO Group, Inc.
One Park Place
621 Northwest 53rd Street
Boca Raton, FL 33487

22.0 ASSIGNMENT AND SUBCONTRACTING

GEO hereby assumes and agrees without limitation to the scope of and limitations upon LEDD's rights of assignment and/or subcontracting as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such scope and limitations of LEDD's rights of assignment and/or subcontracting under the IGSA were fully rewritten herein as applying to GEO.

23.0 LEGAL AUTHORITY

LEDD and GEO assure and guarantee that each possesses the legal authority to enter into this Contract. The persons executing this Contract on behalf of LEDD and GEO do hereby warrant and guarantee that they have full authorization to execute this Contract.

24.0 CONFIDENTIALITY OF RECORDS

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to the confidentiality of ICE records as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

25.0 RECORDS RETENTION AND ACCESS

GEO hereby assumes and agrees without limitation to perform LEDD's obligations and responsibilities with respect to records retention and access as set forth in the IGSA, subject to and in full accordance with the terms and conditions set forth therein, as though such obligations and responsibilities of LEDD were fully rewritten herein as applying to GEO.

26.0 SEVERABILITY

To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

27.0 NO THIRD PARTY BENEFIT

This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits, or privileges on any person or entity other than the parties to this Contract, except ICE as set forth herein. This Contract is not intended to create any rights, liberty interests, or entitlements in favor of any Detainee. The Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. Detainees shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

28.0 EXCLUSIVE VENUE


The mandatory Venue for any legal action arising from this Contract shall be in LaSalle Parish, Louisiana.

29.0 CONTINGENCY

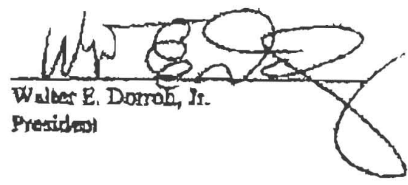
This Agreement is contingent upon, and will not take effect until the date of, the execution of an Inter-Governmental Services Agreement (IGSA) between the LaSalle Economic Development District (LEDD) and the United States Immigration and Customs Enforcement (ICE), which IGSA has first been reviewed and approved by GEO for execution by the LEDD.

IN WITNESS WHEREOF, the undersigned authorized parties have affixed their signatures effective the date first set forth above.

The GEO Group, Inc.:


Wayne H. Calabrese
Vice Chairman & President

LaSalle Economic Development District:


Walter E. Dorroh, Jr.
President

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Attachment 1
Intergovernmental Service Agreement (IGSA)
Employment Screening Requirements

GENERAL

The Service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

EMPLOYMENT ELIGIBILITY

Screening criteria that will exclude applicants from consideration to perform under this agreement includes:

1. Felony convictions
2. Conviction of a sex crime
3. Offense/s involving a child victim
4. Felony drug convictions
5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

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 will have 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.

The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.

The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.

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