

**INFORMATION RESPONSIVE TO REQUEST**

# 1

DROIGSA-10-0002  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
WASHINGTON, DC  
AND  
WILLIAMSON COUNTY, TEXAS

This Intergovernmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Williamson County, Texas ("Service Provider") for the Residential care of alien females. The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

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

**T. Don Hutto Correctional Center**  
1001 Welch Street  
Taylor, Texas 96574

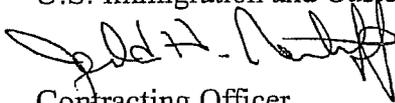
**The following constitute the complete agreement:**

- INTERGOVERNMENTAL SERVICE AGREEMENT ("IGSA")
- PROPOSAL, DATED 11/23/09 as revised (Incorporated by reference)
- ATTACHMENT 1—RESIDENTIAL STATEMENT OF WORK
- ATTACHMENT 2—QUALITY CONTROL PLAN (to be inserted at time of award)
- ATTACHMENT 3—QUALITY ASSURANCE SURVEILLANCE PLAN (w/ PRS, CDR and PMT)
- ATTACHMENT 4—STAFFING PLAN (to be inserted at time of award)
- ATTACHMENT 5—LABOR STANDARDS
- ATTACHMENT 6—WAGE DETERMINATION Number 2007-0592, Rev 3, dated 30 Oct 2009
- ATTACHMENT 7 – ICE/DRO FAMILY RESIDENTIAL STANDARDS ("FRS") (as modified) (Incorporated by Reference).

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of Williamson County and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement



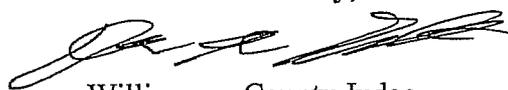
Contracting Officer

Jerald H. Neveleff

Date: 27 JAN 2010

**ACCEPTED:**

Williamson County, TX



Williamson County Judge

Print Name: Dan A. Gattis

Date: January 27, 2010

## **Article I. Purpose**

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

## **Article II. General**

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present residents to the Service Provider nor direct performance of any other services until ICE has the appropriate funding or documentation in place to receive services. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in an order to this Agreement by the Contracting Officer. This Agreement is neither binding nor effective unless signed by the Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the Contracting Officer if it intends to house residents in a facility other than the Facility named in this Agreement. If either that facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer’s approval before subcontracting the detention and care of residents to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. The subcontractor will be held to the same terms and conditions as the Service Provider. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.

- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.
- D. Use of Service Provider's Policies and Procedures: The Contracting Officer shall approve Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the standards (as modified) that are mandated under this Agreement.
- E. Notification and Public Disclosure: 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.

### Article III. Covered Services

Below are the general requirements under this Agreement. Specific requirements for the services under this Agreement are stated in the attached Statement of Work. See Attachment 1.

- A. Bedspace: The Service Provider shall provide female beds on a space available basis. The Service Provider shall house all residents as determined within the Service Provider's classification system. The residential daily rate is \$95.20 (minimum guarantee of 461 residents per day). For a population between 462 and 512, the residential bed day rate is \$95.20/bed day. ICE shall not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to utilize the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.
- B. Basic Needs: The Service Provider shall provide residents with safekeeping, housing, subsistence, medical services that are not provided for elsewhere and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody to reside in the Facility who is under the age of eighteen (18), the Service Provider shall not house that person with adult residents and shall immediately notify the Contracting Officer's Technical Representative ("COTR").
- C. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate residents. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in

obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the residents' language, as appropriate, to residents who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use residents for translation services. If the Service Provider uses a resident for translation service, it shall notify ICE within 24 hours of the translation service.

- D. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by the COTR or Contracting Officer, necessary escort and transportation services for residents to and from designated locations. Escort services will be required for escorting residents to court hearings; escorting witnesses to the courtroom and any escort services as requested by an ICE judge during proceedings. Escort and transportation services shall also include providing all such ground transportation services as may be required to transport residents securely and in a timely manner. Transportation and/or escort services may be required to transport residents from the Facility to and from a medical facility for outpatient care. During all transportation activities, at least one (1) transportation officer shall be of the same sex as the residents being transported. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Service Provider personnel provided for these services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement. The Statement of Work shall provide specific escort and transportation services unique for this Agreement. Reimbursement will be in accordance with paragraph F below.
- E. Guard Services: The Service Provider agrees to provide stationary guard services on demand by the COTR or Contracting Officer and shall include, but is not limited to, escorting and guarding residents to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Qualified personnel employed by the Service Provider will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, resident monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR or Contracting Officer. The Service Provider shall be authorized to provide at least one (1) officer for each remote post, as directed by the COTR or Contracting Officer. Reimbursement will be in accordance with paragraph F below.
- F. Guard and transportation services performed under paragraphs D and E above shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for stationary guard services provided at a negotiated rate of **\$15.20** per hour. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of **\$20.19** per hour.
- G. Provided there is a separately funded line item in the task order, transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate in effect at the time the Contracting Officer signs the Agreement. Mileage shall be denoted as a separate item on submitted

invoices. Any adjustments to this rate in accordance with GSA mileage rates will be identified in the task order. Adjustments are not retroactive.

- H. Medical/Mental Health Care – All medical and mental health needs will be provided for through the Division of Immigration Health Services (“DIHS”). The facility is responsible for the provision of appropriate space and offices to support a medical clinic operation.
- I. Dental Care – The Service Provider retains the right to use a medical provider proposed by the contractor or to use its own Medical Provider or it can use DIHS.
- J. On-Site Dental Health Care: The Service Provider shall provide on or off-site access to dental care for all residents 24 hours per day, 7 days per week. The Service Provider shall furnish the residents instructions in his or her native language for gaining access to full dental health services. DIHS is responsible for on-site health care services shall include arrival screening, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs and mental health assessments. The Service Provider shall ensure that its employees solicit each resident for health complaints and deliver the complaints in writing to the DIHS health care staff. The Service Provider is responsible for transportation to and from all off-site appointments.

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

- A. Required Activity: The Service Provider shall receive and discharge residents only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/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 residents. The Service Provider shall ensure positive identification and recording of residents and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Restricted Release of Residents: The Service Provider shall not release residents 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 a resident is sought for federal, state, or local proceedings, only ICE may authorize release of the resident for such purposes. The Service Provider shall contact the COTR immediately regarding any such requests.
- C. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance or request removal of any resident exhibiting violent or disruptive behavior, or of any resident found to have a medical condition that requires medical care beyond the scope of the Service Provider’s health care provider. In the case of a resident already in custody, the Service Provider shall notify ICE and request removal of the resident from the facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the resident.

- D. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the Service Provider shall evacuate residents 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 Contracting Officer and COTR within two (2) hours of evacuation.

#### **Article V. Applicable Standards**

- A. The Service Provider is required to house resident and perform related detention services in accordance with the most current edition of the ICE/DRO FRS (as modified). The links to the ICE/DRO FRS can be found in Attachment 7. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE/DRO FRS.
- B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE FRS, the Service Provider's own manual (if it is approved for use by the Contracting Officer), and any additional training as required in any manuals or detention standards referenced in this Agreement.

#### **Article VI. 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, residents shall not be required to perform manual labor.

#### **Article VII. Period of Performance**

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed sixty (60) months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intentions to terminate the Agreement, 90 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X.

#### **Article VIII. Inspections**

The Facility and Service Provider's services shall be inspected in accordance with the following procedures:

- A. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. 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 performance and for as long afterwards as the Agreement requires.

- C. 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.
- D. If the Government performs inspections or tests on the premises of the Service Provider or its subcontractor, the Service Provider shall furnish, and shall require subcontractors to furnish, at no increase in the Agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to the Agreement requirements, the Government may require the Service Provider to perform the services again in conformity with the Agreement requirements, at no increase in the Agreement amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Service Provider to take necessary action to ensure that future performance conforms to the Agreement requirements and (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Service Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Service Provider any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the Agreement for default.

#### **Article IX. Inspection Reports**

- A. Inspection Report: The Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII and X.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Resident's Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any resident held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts,

and behavioral assessments and other records relating to the resident's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the resident's discharge from the Service Provider's custody.

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

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

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

## **Article X. 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. Changes.**

(1) The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:

- (a) Description of services to be performed, including revisions to the detention standards;
- (b) Quantity of services to be provided; or
- (c) Place of performance of the services.

(2) If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer shall make an equitable adjustment in the agreement price and shall modify the Agreement accordingly.

(3) The Service Provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.

(4) If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, those costs shall be disallowed when determining a revised rate, if any.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes section of the Agreement. However, nothing in this Article shall excuse the Service Provider from proceeding with the Agreement as changed.

**C. Disputes:** The 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 Contracting Officer, the Contracting Officer will make a decision. If the Service Provider does not agree with the Contracting Officer's decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

**Article XI. RESIDENTIAL DAY RATE and ADJUSTMENT to the DAY RATE**

- A. Residential Day Rate: In consideration for the Service Provider's performance under this Agreement, ICE shall make payment to the Service Provider for each resident accepted and housed by the Service Provider in accordance with the rate under Article III, paragraph A. This "residential day rate" is a per diem rate for the support of one resident per day and shall include the day of arrival but not the day of departure.
- B. 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.

- C. **Basis for Price Adjustment:** Any adjustment will be from the Service Provider's previous fiscal year, based upon actual cost experience in providing the service and other factors (i.e., changes in resident population, staffing changes as a result of this Agreement). Adjustments are not retroactive.
- D. ICE shall reimburse the Service Provider at the residential day rate stated in Article III, paragraph A. The Parties may adjust the rate twelve (12) months after the effective date of the Agreement and no sooner than every twelve (12) months. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the residential day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a residential day rate adjustment that is supported by a completed Jail Services Cost Statement, the residential day rate as stated in this Agreement will control.
- E. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are **no** retroactive adjustment(s).
- F. Guard and transportation services shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for actual transportation and stationary guard services at the rates under Article III, paragraph F. Adjustments are not retroactive.
- G. Provided there is a separately funded line item in the task order, transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate in effect at the time the Contracting Officer signs the Agreement. The mileage rate for this Agreement is listed under Article III, paragraph G. Adjustments are not retroactive.

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

- A. **Enrollment in Electronic Funds Transfer:** The Service Provider shall provide ICE with the information needed to make all payments by electronic funds transfer (EFT). The Service Provider shall identify its financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form, or by registration in Central Contractor Registration (CCR, [www.ccr.gov](http://www.ccr.gov)). The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

- B. Consolidated Invoicing – The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:
- a. **By mail:**  
DHS, ICE  
**Burlington Finance Center**  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-DRO-FOD-FAO Invoice
  - b. **By facsimile (fax): (include a cover sheet with point of contact & # of pages)**  
802-288-7658
  - c. **By e-mail:**  
[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

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

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of residential days;
- h. the daily rate;
- i. the total residential days multiplied by the daily rate;
- j. the name of each ICE resident;
- k. resident's A-number;
- l. specific dates of detention for each resident;
- m. an itemized listing of all other charges;
- n. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s) that was guarded.

**Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.**

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the ICE Deportation office/COTR receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

### **Article XIII. 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 ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

### **Article XIV. 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 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, 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. The Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting residents on behalf of ICE.

- C. Defense of Suit: In the event a resident files suit against the Service Provider contesting the legality of the resident'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, 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.

#### **Article XV. IGSA/Financial Records**

- A. Retention of Records: All IGSA and financial records including, but not limited to, supporting documents, statistical records, and other records, pertinent contracts, or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years after the expiration of the Agreement for purposes of federal examinations and audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access are not 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.

#### **Article XVI. Maintain Institutional Emergency Readiness**

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of the Agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.
- 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, when necessary.
- D. The emergency plans shall include provisions for emergency response by law enforcement agencies. The Facility shall have a plan to provide actions to be taken to ensure an immediate response by the nearest law enforcement agency who can provide emergency services up to and including disturbance control.
- 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 expenses incurred in providing such assistance.
- F. The Contracting Officer and COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/residents 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 (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- G. Attempts to apprehend escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.
- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.
- I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the Facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of ICE Family Residential Standards regarding Use of Force.

## **XVII. Security Requirements**

### **A. General**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Agreement DROIGSA-10-0002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

### **B. Suitability Determination**

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

### **C. Background Investigations**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form  
will be submitted via e-QIP (electronic Questionnaires for  
Investigation Processing) (2 copies)
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement

4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

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

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

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

#### **D. Continued Eligibility**

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

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

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

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

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

**E. Employment Eligibility**

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

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

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

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

**F. Security Management**

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

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

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

**G. Information Technology Security Clearance**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures

governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

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

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

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

### **XVIII. Quality Control (to be incorporated as Attachment 2 of the Agreement)**

- A. The Service Provider shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer, in consultation with the COTR, to assure the requirements of this Agreement are provided as specified in the Performance Requirement Summary (PRS)—Attachment 3.

The QCP shall:

1. Be implemented prior to the start of performance.
  2. Provide quality control services that cover the scope of the Agreement 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 Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the

Contracting Officer for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.

C. The QCP shall include, at a minimum:

1. Specific areas to be inspected on both 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 the 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 Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.

E. Failure by the Service Provider to maintain adequate quality control can result in monetary deductions based upon the schedule of deductions incorporated herein.

**XIX. Contracting Officer's Technical Representative (COTR)**

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

**XX. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is here by incorporated into this Agreement at Attachment 5. These standards and provisions are included in every contract over \$2,500, or in an indefinite amount, that is entered into by the United States, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement at Attachment 6.

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END OF DOCUMENT  
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**Residential Care Facility  
STATEMENT OF WORK**

1. Background

The U. S. Department of Homeland Security, Immigration and Customs Enforcement (ICE), provides temporary shelter care for residents in its custody. This Statement of Work (SOW) will describe the services and the manner in which these services are to be provided. The Service Provider is responsible for compliance with this SOW.

2. Objectives

- a. The purpose of this SOW is to facilitate the provisions for the necessary physical structure, equipment, facilities, personnel and services, to provide a program of temporary shelter care in a properly staffed and secure environment, and other related services to residents who are currently held in the legal custody of the ICE.
- b. The specific project goal is the provision of residential care and other related services twenty-four (24) hours per day, seven (7) days per week, to residents who are being held by ICE in administrative detention. These individuals, although released to the physical custody of the Service Provider, shall remain in the legal custody of ICE. Service delivery is expected to be accomplished in a manner that is sensitive to the culture, native language(s), and complex needs of this population. The alien population will consist of adults eighteen (18) years of age and older. The Service Provider should expect aliens from a number of ethnic backgrounds and nationalities.
- c. The Service Provider will implement the Performance Criteria, as stated in Appendix A. The SOW contains a wide range of performance requirements, references to Federal laws, and ICE Detention or Residential Standards identified in this SOW as applicable to adult residents, and requires adherence to applicable Federal and State laws and requirements. The Performance Criteria section in Appendix A cites those areas of performance that are deemed critically important and that must be achieved to comply with the law and to safeguard and support residents' health, safety, and well-being.
- d. Notwithstanding the establishment of selected tasks and deliverables as formal Performance Criteria with corresponding outcomes, performance indicators, and measurements, the Service Provider is obligated to perform and fulfill all requirements of this contract and statement of work.

3. Terms

- a. Admission: A procedure that includes searching, photographing, performing a medical and mental health and safety assessment, and collecting personal history data. Admission also includes inventory and storage of the individual's accompanying personal property.
- b. Contraband: Any item declared illegal by law or expressly prohibited by ICE approved facility policies and procedures that is possessed by residents or found within the facility.
- c. Contracting Officer (CO): An employee of ICE responsible for the complete conduct and integrity of the contracting process, including administration after award. This is the only individual authorized to issue changes to this contract.
- d. Contracting Officer's Technical Representative (COTR): An employee of ICE responsible for monitoring all technical aspects and assisting in administering the contract.
- e. Residential Subject Matter Expert (SME): An ICE subject-matter expert, experienced in residential issues, who possesses knowledge of the 2000 National Detention Standards as well as the 2008 Performance-Based National Detention Standards.
- f. Service Provider: The entity that provides the services described in this statement of work.
- g. Field Office: One of a number of ICE offices nationwide with responsibility over a specific area of operations for the office of Detention and Removal Operations (DRO).
- h. Family Residential Standards (FRS): A set of standards governing the minimum requirements for the care and treatment of families that are housed in an ICE residential facility while they await the outcome of their immigration proceedings. For this SOW, the FRS are applicable with the exception of any and all references to children, families, or educational related activities.
- i. Grievance: A written complaint filed by a resident concerning personal health/welfare or the operations and services of the facility.
- j. Health and Safety Assessment: A system of structured observations and initial medical and health assessments to identify new arrivals who may pose a health or safety threat to themselves or others.

- k. Individualized Needs Assessment/Service Plan: Includes (a) various initial intake forms; (b) essential data relating to the identification and history of the resident; (c) identification of the resident's special health and safety needs, including any specific problem(s) which appear to require immediate intervention; (d) a statement of religious preference and practice; and (e) identifying information regarding immediate family members, other relatives, or emergency contacts who may be residing in the United States.
- l. Medical/Mental Health Records: A separate set of records may be maintained and secured by the Service Provider. These records shall include, at minimum, the date and time of all medical examinations, and copies of standing or direct medical orders to the facility staff. Although medical records may be created and/or maintained by the Service Provider, its sub-Service Provider, or any other third party, all such records are the property of ICE and the Service Provider will provide adequate space for storage of such records.
- m. Policy/Standard: A definite written course or method of action which guides and determines present and future decisions and action.
- o. Restraint Devices: These include handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, leg weights, and chemical restraints. Staff may not use the restraints to lift or carry the resident. If feasible, an assistive device (e.g., ambulatory chair, gurney) will be used to help move a restrained resident. Staff may not use restraint equipment or devices (e.g., handcuffs):
- 1) On a resident's neck or face, or in any manner that restricts blood circulation or obstructs the resident's airways (e.g. mouth, nose, neck, esophagus).
  - 2) To cause physical pain or extreme discomfort. While some discomfort may be unavoidable even when restraints are applied properly, examples of prohibited applications include: improperly applied restraints, unnecessarily tight restraints, "hog-tying," and fetal restraints (cuffed in front with connecting restraint drawn-up to create the fetal position).

Continuum of Control:

- 1) Under no circumstances shall staff use force to punish a resident.
- 2) Staff shall attempt to gain a resident's willing cooperation before using force.
- 3) Staff shall use only that amount of force necessary and reasonable to gain control of a resident.

p. Residential Standards: ICE intends to use a modified version of the FRS as deemed applicable to this SOW. Once completed, this IGSA will be modified to incorporate these Residential Standards. For the purposes of this SOW, the following standards will apply:

1) FRS (Family Residential Standards): These standards are applicable with the exception of any and all references to children, families, or educational related activities. The review of these standards will give the Service Provider an overview of the expected operational practices for this SOW.

4. Program Scope and Services

**a.P rogram Scope**

(1) The Service Provider shall ensure that the design and administration of the Facility meets all applicable Federal, State, and local requirements regarding the operation and occupancy use of a residential center, and with the requirements set forth in the SOW. It is the Service Provider's responsibility to assume adequate and appropriate management oversight for implementation and successful performance of this contract.

(2) Residents served by this IGSA are individuals who have allegedly committed or have been convicted of the following: entering or attempting to enter the United States in violation of law; or violating immigration law. Residents may also be referred to ICE by State or local law enforcement officials. These residents may be seeking some type of relief from removal from the United States through an administrative process. No alien who has a violent criminal history and/or violent criminal sentences shall be admitted to this facility.

(3) Services shall be provided for the period beginning when the resident enters the facility and ending when the ICE releases the resident, transfers the resident to another facility, or removes the resident from the United States.

(4) These individuals, although placed in the physical custody of the Service Provider, remain in the legal custody of the ICE.

(5) The Service Provider shall ensure that the residents follow a structured and integrated daily routine that shall include, but not be limited to, the following services: recreation, life skills and/or voluntary work programs, study period—defined as quiet time with access to education materials, counseling, group interaction, free time, and access to religious and legal services, as well as other constructive programs to assist the resident upon their departure from the facility and add to the overall quality of life while housed in the facility.

(6) Program rules and disciplinary procedures shall be written and/or translated into a language or other manner understood by the residents and appropriate for their level of comprehension. These rules shall be provided to the residents and fully understood by all program staff.

(7) Program content and plans must accommodate adult individuals in various stages of personal adjustment while in ICE custody, regardless of length of stay

(8) The Service Provider shall implement and administer a case management system whereby residents' cases are reviewed on a regular basis, to occur bi-weekly at a minimum, to ensure that they are aware of the full range of program services and are adapting as well as possible to their environment.

(9) The Service Provider shall structure all programs and implement strategies designed to prevent escapes and unauthorized absence of individuals from the facility or programs provided by the facility, and to protect against influences that may jeopardize the resident's well-being.

(10) ICE will work closely with the Service Provider to administer these programs, in order to address the complex needs of individuals in ICE custody and to ensure care and protection in a manner that meets the mandates of current Federal law.

**b. Program Services**

The policy and procedure for all the services covered below shall be submitted to and approved by ICE. The following is a description of program services the Service Provider is required to provide:

(1) Care and Maintenance: Proper physical care and maintenance, including suitable living accommodations, food, appropriate clothing, personal grooming items and hair care services, and personal allowance or

a voluntary work program shall be provided (outside of normal chores or responsibilities) as defined by applicable standards.

(2) Medical/Mental/Dental Care: ICE retains the right to use a medical provider proposed by the Service Provider or to use its own Medical provider, the United States Public Health Service (USPHS), Division of Immigration Health Services (DIHS). The cost component for health services must be shown as a line item.

1) USPHS DIHS On-site Visits: The Service Provider shall allow the MCC reasonable access to its facility for the purpose of liaison activities with the Service Provider's Health Authority and associated staff and departments.

2) Bills for Services Requiring MCC Pre-Authorization: The Service Provider and all other health care providers shall send bills/claims for care which require pre-authorization to:

United States Public Health Service  
Division of Immigration Health Services  
1220 L Street, NW, PMB 468  
Washington, DC 20005-4018  
Phone: (703) 541-2155  
Fax: (202) 318-0080

(3) Orientation – Upon admission, all residents must receive a comprehensive orientation in their native language, or in a language or manner they understand, regarding program content, services, rules (written and verbal), expectations, and the availability of legal assistance. Residents shall be provided a current list of pro bono legal service made available by ICE.

(4) Case Management

(a) The Service Provider shall host weekly focus group discussions to ensure residents are aware of all programs and services that are available to them.

(b) Additional programs: The Service Provider shall provide programs that include coping skills for non-criminal residents in a crisis situation, and information regarding personal health and hygiene. The programs will be voluntary in nature and may coincide with weekly focus group discussions.

(c) Recreation and Leisure Time: The Service Provider shall provide a separate and appropriate space for indoor and outdoor recreation activities.

(5) Library Services: The Service Provider shall make library services available to all residents. General reading material shall reflect diverse interests and be appropriate for various levels of literacy, and be available in languages accommodating resident's language needs and preferences. Residents shall have access to legal materials explaining U.S. immigration law and procedures in accordance with the applicable standards. ICE will supply all necessary legal materials on CD-ROM. The Service Provider shall develop policy and procedure for access to legal materials.

(6) Assignment of Individual Chores: The Service Provider shall develop written procedures pertaining to chores or vocational assignments and associated schedules. Chores will be limited to cleaning the immediate area in which the residents sleep, to include residents making their own beds. Light housekeeping of personal areas may be directed. The Provider shall allow for a resident voluntary work program in accordance with the applicable standards. The Service Provider shall provide to the COTR weekly status of the volunteer work program to include volunteer names and work details. Residents are not required to work and must be compensated for work they elect to perform.

(7) Visitation: Visitation shall be conducted in accordance with the ICE Family Residential Standards.

(8) Legal Services (Pro Bono)

(a) ICE will provide all residents with specific information regarding the availability of free legal assistance, and will advise each resident of the right to be represented by counsel at no expense to the Government, and the right to a hearing before an Immigration Judge.

(b) ICE will advise residents that they may apply for political asylum or request voluntary departure in lieu of removal.

(c) Service Provider shall establish policy and procedures to assist each resident in making confidential contact with attorneys or their authorized representatives in accordance with applicable standards.

(9) Religious Services: Whenever possible, residents shall be afforded access to religious services of their choice. A staff member shall be assigned to coordinate services and community resources to meet the religious needs of residents in accordance with ICE Family Residential

Standards. Meals accommodating religious dietary restrictions shall be provided.

(10) Grievance Procedures

(a) Service Provider shall provide a written policy and procedure for the expression and resolution of resident grievances.

(b) Service Provider shall provide a viable complaint procedure in accordance with applicable standards, as applicable. All formal grievances shall be accessed first by the ICE local supervisor.

(c) The Service Provider shall stipulate in its handbook that retaliation for filing a grievance is expressly prohibited.

(11) Rules and Discipline Procedures

(a) The Service Provider shall provide written rules and discipline procedures for ICE approval. The rules shall specify acts prohibited within the program and penalties that may be imposed for various degrees of violation. The written rules are to be posted in a conspicuous place, reviewed annually, and updated when necessary.

(b) Policy and procedures must be in accordance with applicable standards. Service Provider's policy shall be approved by ICE and shall address acceptable and non-acceptable physical contact among family members.

(c) The Service Provider shall provide all residents with all of the rules for discipline and corrective action upon admission and such rules shall be posted in the facility. Service Provider shall ensure that the standards for rules and discipline shall be formulated.

(12) Food Services: Consideration as to types of meals, manner of meal presentation, and access to salad/fruit bars and drink service shall include self-service opportunities.

(a) All meals served shall be in accordance with State licensing standards and shall take into account cultural, religious, or health concerns of the residents. Service Provider shall submit a 35-day cycle menu certified by a licensed dietitian for ICE approval. Meals shall be palatable and served at the appropriate temperature, and shall comply with the approved menu.

(b) The Service Provider shall provide, taking into consideration the above paragraph, a sack lunch for residents who are or will be absent for any meal. Sack meals shall consist of the following:

- 1) One (1) Sandwich consisting of 2 ounces of protein, such as beef, chicken, turkey, ham, tuna fish, or peanut butter
- 2) One (1) Set Condiments (mustard, mayonnaise, catsup, salt and pepper, etc. when applicable)
- 3) One (1) Medium Fresh Fruit
- 4) One (1) Carton Milk/Juice 10%/Punch (8 oz.)
- 5) One (1) Napkin

Sack meals shall be individually wrapped to protect against deterioration as well as to promote sanitation.

(13) Translators: The Service Provider is responsible for providing translators or bi-lingual personnel for necessary communication with residents who do not speak or comprehend the English language. Other than in emergency situations, residents shall not be used for interpretation or translation services. The Service Provider may utilize commercial phone language interpretive services to fulfill this requirement.

(14) Clothing, Linens, and Bedding

(a) The Service Provider shall allow residents to retain up to ten (10) sets of personal (i.e., not issued) clothing while housed at the facility, including pajamas, undergarments, at any given time for use while at the facility. Clothing is required to be appropriate and meet general modesty requirements.

(b) The Service Provider shall distribute adequate weather-appropriate clothing, including undergarments, and footwear to any resident who does not have clothing. Clothing shall not be institutional in nature, and shall meet community standards. The Service Provider is responsible for issuing policy and procedures to ensure residents have adequate clean clothing at all times, which at a minimum will be two (2) sets of clothing per person per day.

(c) All linens, bedding, and mattresses shall be provided and cleaned by the Service Provider, in accordance with State standards, and approved facility policy. The material of these items shall be fire-retardant.

(15) Mail and Baggage Inspections: The Service Provider shall provide written policies and procedures governing packages, baggage, or any correspondence which shall be available to the residents. These policies and procedures shall be in accordance with ICE Family Residential Standards.

(16) Daily Program Activity Schedule: The Service Provider shall develop a weekly schedule of all program activities. The schedule shall show on a daily basis (Sunday through Saturday) the activity, location, supervisor, and any limitation on the number of participants. The facility Program Director shall review the activity schedule and forward it to the ICE Office of Detention and Removal for approval.

(17) Admissions Procedures: The Service Provider shall have uniform admission procedures for residents that shall ensure, at a minimum, that the Service Provider:

(a) Verifies that all official documents accompanying each resident are complete and accurate, to ensure accurate resident identification.

(b) Conducts, for all residents and in a language or other manner they understand, a comprehensive verbal orientation regarding the program and services, and documents completion of this orientation by having both the resident and the intake staff person sign and date a statement to that effect. This orientation shall include the program's basic rules, regulations, and procedures, and any actions that may result in disciplinary sanctions.

(c) Issues a receipt for all cash and other property taken from the resident upon admission, and prepares an inventory of that property, which the resident signs and retains in accordance with the attached ICE Family Residential Standards. This record shall be supplemented for any additional property the resident receives during his or her stay at the facility. The Service Provider shall provide a secured space for the property.

(d) Ensures that all residents shower upon admission. At which time a body chart is prepared to reflect any tattoos, birth marks, injuries, bruises, or evidence of contraband, etc., and the resident will receive clean clothing (if needed), bedding, and personal hygiene items. NOTE: Only female staff shall be assigned to housing units; male staff must knock and announce their presence before entering.

(e) Ensures that all residents receive a complete medical and

mental health and safety assessment (including lice screening) upon admission; a complete medical examination by a licensed physician or physician's assistant within 14 days from the first workday after admission (unless the alien received a medical examination from the transferring ICE facility, and documentation of such is provided).

(f) An admission packet shall be completed and include all items required by applicable standards. Admission processes for a newly admitted resident include, but are not limited to:

- 1) Recording basic personal information;
- 2) Results of Criminal history check;
- 3) Photographing and fingerprinting, including notation of identifying marks or other unusual physical characteristics;
- 4) Medical and mental health screenings;
- 5) Inventory of personal property.

(18) Individual Resident Case Records: Any records created and/or maintained by the Service Provider, its sub-provider(s), and/or any third party are the sole property of ICE and shall be accessed or released upon request by ICE.

(a) The Service Provider shall develop, maintain, and safeguard individual resident case records. The Service Provider shall develop a system of accountability that preserves the confidentiality of resident information and protects the records from unauthorized use or disclosure.

(b) At a minimum, individual resident case records must include the following information:

- 1) name and alien registration number;
- 2) initial screening and intake forms;
- 3) case information from the referral source;
- 4) comprehensive assessment;
- 5) medical/dental files (must be maintained separately);

- 6) medical consent form;
- 7) individual service plans and case notes;
- 8) progress reports;
- 9) program rules and disciplinary policies;
- 10) copies of disciplinary actions;
- 11) referrals to other service agencies;
- 12) receipt and inventory of cash and personal property;
- 13) any other relevant information; and
- 14) any additional requirements by the State.

(19) Cash Procedures: The following procedures shall be followed to maintain accountability of each resident's cash and other valuables. All procedures shall be in accordance with the applicable standard.

(a) A log shall be maintained showing all deposit and withdrawal activity (e.g., cash, jewelry). The log shall include cash amount or item, date, resident's signature, preparing staff's signature, as well as a running balance of all cash transactions.

(b) A receipt voucher/request system shall be used for each cash transaction. The receipt voucher shall be signed by the person preparing the transaction, the resident, and the supervising staff person on duty. A copy shall be given to the resident and one shall be maintained in the resident's case file.

(c) Checks shall be maintained in the property bin.

(d) All valuables shall be maintained in a secured safe and all funds shall be maintained in a non-interest bearing bank account.

(21) Remote Custody and Transportation Services: The Service Provider shall provide policy and procedures on remote custody and transportation services for approval by the Contracting Officer.

(a) Remote Custody Services

1) The Service Provider shall provide, under the direction of the COTR, remote custody services as may be required. The Service Provider shall be reimbursed for these services only when such services are directed by the COTR. The Service Provider shall not abandon any facility assignment to perform remote custody services.

2) Duties and responsibilities of this function shall be to remain with the resident at medical appointments, medical facilities to which the resident has been admitted, or at other locations as directed in writing by the COTR.

3) The Service Provider shall authorize one facility staff person of the same gender as the resident for each such remote custody service, unless additional facility staff persons are required at the discretion of the COTR.

(b) Transportation Services

1) The Service Provider shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as directed by the COTR.

2) The Service Provider shall perform medical transportation as needed, weekly, using two (2) staff persons per run, one (1) of which must be the same gender as the resident being transported.

3) The Service Provider shall furnish sufficient vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The Service Provider shall not allow employees to use their privately owned vehicles to transport residents.

4) Transportation routes and scheduling shall be accomplished in the most economical manner as approved by the COTR.

(c) The Service Provider personnel provided for the above transportation services shall be of the same qualifications, receive the same training, and complete the same security clearances as those Service Provider personnel provided for in the other areas of the contract.

(d) The Service Provider shall, upon order of the COTR, or upon his/her own decision in an urgent medical situation, transport a resident to a hospital location. A facility staff person shall keep the resident under constant supervision 24 hours per day until the resident is ordered released from the hospital, or at the order of the COTR. ICE requires one staff person for escorting; any cost associated with additional escort staff as required by CCA will be absorbed by CCA. The Service Provider shall then transport the resident to the facility.

(e) When the COTR provides documents to the Service Provider concerning the resident(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.

(f) The Service Provider shall establish a communications system that has direct and immediate contact with all vehicles and remote custody assignments. Upon demand, ICE will be provided with current status of all vehicles and remote custody assignment employees.

**c. Rights of Residents**

(1) Each resident is to enjoy a reasonable right to privacy, which shall include but not be limited to the right to:

- (a) Wear personal clothes, when available and appropriate;
- (b) Retain a private space in the facility for the storage of personal belongings;
- (c) Talk privately on the phone, as permitted by the applicable standards;
- (d) Visit privately with legal counsel as permitted by the applicable standards;
- (e) Receive other visits as approved by ICE and monitored by facility staff; and
- (f) Receive and send mail in accordance with applicable standards.
- (g) Have clean potable water to drink during each meal.
- (h) Be informed of the facilities orientation, the Resident Handbook, and all other facility information in a language or manner they can understand.

(2) The Service Provider shall establish a policy and procedure that shall provide each resident freedom from discrimination based on race, religion,

national origin, sex, handicap, or political beliefs.

(3) The Service Provider shall ensure that all residents have equal opportunities to participate in activities and receive services offered by the program, and ensure equal access to various services and work assignments, as appropriate.

5) Program Management

**a. Organizational Structure and Coordination**

(1) The Service Provider shall prepare and submit all policies, plans and procedures required by this statement of work to ICE for review and approval in accordance with Section F, Deliverables, of this agreement prior to implementation. The Service Provider shall provide a system ensuring that all written policies, plans, and procedures are reviewed at least annually and updated as necessary. The Service Provider shall provide written certification that the review has been conducted. No policy, plan, procedure, or any change under this contract shall be implemented prior to the written approval of the Contracting Officer in conjunction with review and approval from the ICE DRO.

(2) The Service Provider shall have operative plans that identify organizational structures, lines of authority, and lines of responsibility. Service Provider shall also maintain and administer comprehensive plans that facilitate and enhance intra-program and intra-organizational communication, as appropriate. At minimum, programs must ensure weekly staff meetings to discuss individual service plans, progress, and daily schedules. The Service Provider shall maintain working relationships and liaisons with appropriate community organizations and the ICE.

(3) The Service Provider will provide an overall Quality Assurance Plan (QAP) and audit, for approval, that addresses critical and measurable operational performance standards for the services required under this contract. The Service Provider shall incorporate in the QAP a periodic system that reviews and updates the changes to all policies, plans and procedures. The QAP shall include a monthly audit, as directed by ICE, which shall include the performance review of the facility operations for compliance with the QAP and with the requirements of this contract. This QAP and audit will be separate and apart from any internal or external audits conducted by ICE or a contractor of ICE. The Service Provider shall notify ICE 24 hours in advance of the audit to ensure the COTR is available to participate. The Service Provider's QAP shall be capable of identifying

deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer.

(4) The Service Provider shall identify measures they will take or have taken to assure and maintain community receptivity and support and/or reduce community opposition to the program.

**b. Media and Organizational Inquiries**

The Service Provider shall refer all media inquiries to ICE. The Service Provider shall not, without prior approval from ICE, provide any information to the press concerning this IGSA. The Service Provider shall immediately notify the local ICE site supervisor of any media or organizational inquiries.

**c. Personnel/Staffing**

(1) Prior to the hire of any key personnel, the Service Provider shall obtain written concurrence from the ICE Contracting Officer, and shall submit to the Contracting Officer a request for the review and approval of the job description, resume, cover letter, application, and any other applicable documents.

Key Personnel include but are not limited to the Facility Administrator, Assistant Facility Administrator (as applicable), and Lead Program Manager.

(2) Prior to any employee performing duties under this IGSA, the Service Provider shall compile all documents and certifications that demonstrate the employees' compliance with the terms and conditions for employment, as required by this agreement, and provide them to the COTR. The Service Provider shall obtain written approval from the COTR for each employee, prior to assignment of duties.

(3) Programs shall ensure:

(a) One person identifiably responsible for the entire program and its outcomes;

(b) Staff person(s) identifiably responsible for the overall coordination of services including the individual service plans and the case management activities;

(c) Clear lines of authority and responsibility;

(d) Professional staff available to provide program services according to State standards;

(e) Staff available to provide structure and to coordinate and deliver all services required of the program;

(f) Compliance of all staff responsible for direct resident supervision with the employee educational and/or experience levels that is commensurate with State standards;

(g) Male staff, including those assigned to that post, knock to announce their presence prior to entering a housing unit;

(h) All movement and activity of residents throughout the facility be supervised by staff responsible for direct resident supervision;

(i) At no time shall there be all male or all female staff on duty.

(j) Staff training is in accordance with State standards, meeting minimum requirements of ICE residential standards for this SOW for hiring and training (Staff Training). The Service Provider shall submit a training policy and procedure including the standards. Certification of employee training/refresher training shall be provided to ICE annually. Staff is prohibited from providing any legal advice or counsel to residents in its care, and is expressly prohibited from hindering or interfering with a resident's custody arrangements or in the execution of final immigration court orders;

(4) Service Provider Employee Conduct: The Service Provider shall develop for its employees standards of employee conduct and specific disciplinary actions that are consistent with the Federal Employee Responsibilities and Conduct, 5 CFR Part 735. The Service Provider shall hold his/her employees accountable for their conduct based on these standards, which must include and are not restricted to the following:

(a) No Service Provider employees shall display favoritism or preferential treatment to one resident, or group of residents, over another.

(b) No Service Provider employees may deal with any resident except in a relationship that will support the approved goals of the facility. Specifically, staff members must never accept for themselves or any members of their family, any personal (tangible or intangible) gift, favor, or service from any resident or from any resident's family or close associate, no matter how trivial the gift

or service may seem, for themselves or any members of their family. All staff members are required to report to the facility director any violation or attempted violation of these restrictions. In addition, no staff shall give any gift, favors, or service to residents, their family, or close associates.

(c) No Service Provider employee shall enter into any business relationship with residents or their families (selling, buying, or trading personal property).

(d) No Service Provider employee shall have any outside or social contact (other than incidental contact) with any resident, his/her family, or close associates.

(e) The Service Provider shall report all violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR. Violations may result in employee dismissal by the Service Provider or at the discretion of ICE. Failure on the part of the Service Provider to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Service Provider to appropriate action up to and including termination of the contract for default.

(f) The Service Provider shall provide all employees with a copy of the Service Provider's Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.

(5) Education and Background Requirements for Contract Residential Officers

(a) The Service Provider is responsible for reviewing the standard for hiring and training and for meeting the criteria set under that standard for the various positions identified.

(b) At minimum, Service Provider employees shall possess a high school diploma or GED certificate and have at least two (2) years of experience that demonstrates the following:

- 1) The ability to greet and deal tactfully with the general public.
- 2) A clear capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate to the extent of being able to read and

interpret printed rules and regulations, detailed written orders, and training instructions and materials, and must be able to compose reports that contain the informational value required by such directives.

- 3) Good judgment, courage, alertness, and an even temperament, and shall render satisfactory performance by conscientiously acquiring a good working knowledge of his/her position responsibilities.
- 4) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the excitement of fires, explosions, civil disturbances, and building evacuations.
- 5) Staff hired to work in this residential facility shall be screened to eliminate applicants with criminal history, domestic violence history and/or sexual assault history.

(6) Removal from Duty

(a) The Service Provider shall immediately notify the COTR in writing when learning of any adverse or disqualifying information pertaining to any employee. If the Contracting Officer or COTR receives disqualifying information on a Service Provider employee, he/she shall direct that the Service Provider immediately remove the employee from performing duties under this contract or any other ICE contract. The Service Provider must comply with all such directions. Disqualifying information includes but is not limited to:

- 1) Conviction of a felony, a crime of violence, or a serious misdemeanor;
- 2) Possessing a record of arrests for continuing offenses;
- 3) Falsification of information entered on suitability forms.

(b) The Service Provider shall immediately notify the COTR in writing when the employee is removed from duty. The Service Provider shall comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- 1) Neglect of duty, including sleeping while on duty, failure to exercise due diligence, causing unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- 2) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- 3) Theft, vandalism, immoral conduct, or any other criminal actions.
- 4) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- 5) Unethical or improper use of official authority or credentials.
- 6) Unauthorized use of communication equipment or Government property.
- 7) Violations of security procedures or regulations.
- 8) Recurring tardiness.
- 9) Possession of alcohol or illegal substances while on duty.
- 10) Undue fraternization with residents as determined by the COTR.
- 11) Repeated failure to comply with visitor procedures as determined by the COTR.
- 12) Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in, or contributing to, a resident escape.
- 13) Failure to maintain acceptable levels of proficiency or fulfill training requirements.

(c) The Service Provider shall not assign nor permit any employee to work under this contract more than a total of 12 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period. Should situations arise where an employee is required for more than 12 hours, the Service Provider shall obtain prior approval from the COTR. Exceptions shall only be granted on a case-by-case, situation-dependent basis.

(d) The Service Provider shall immediately notify the COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

(e) The Service Provider is responsible for his/her employees having identification credentials in their possession at all times while performing under this contract. The Service Provider credential required by ICE under this contract must contain the following for each employee:

- 1) A photograph of the employee that is at least one inch square. The photograph will show as a maximum, the head and shoulders of the employee and will be no more than one year old at the time the credential is issued.
- 2) A printed personal description consisting of the employee's name, hair color, eye color and date of issuance.
- 3) Date of issuance.
- 4) Signature of the employee.
- 5) Identification of and validation by the issuing authority.

No credential shall be more than three (3) years old.

The Service Provider must void and immediately make the appropriate disposition of all identification credentials upon completion of assignments which result in termination of employees under this contract.

**e. Physical Facility Plant**

(1) Program services shall be provided in the least restrictive environment appropriate to the population and administered in a culturally sensitive

manner. The Service Provider shall affirmatively demonstrate, through appropriate documentation that all facilities, meet all applicable standards.

(2) The Service Provider shall provide regular and effective monitoring and shall ensure that all residents are provided housing that meets or exceeds the minimum design standards described in this document. State licensing guidelines provide ample instruction on space, privacy, fire, safety, and sanitation requirements. State licensing standards shall be made part of the record submitted by the Service Provider to ICE. The Service Provider shall provide the ICE Contracting Officer a copy of all State-issued reports on the facility.

(3) The Service Provider shall establish and maintain a daily housekeeping plan for the facility's physical plant. The Service Provider shall arrange and manage periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to applicable health and sanitary requirements. All facility maintenance, including janitorial service, is the sole responsibility of the Service Provider. The Service Provider shall supply the COTR with a copy of the housekeeping plan and any applicable updates.

(4) The Service Provider shall provide space and accommodations as described in the attached Facility Design Standard.

(5) The Service Provider shall not change or modify any drawings, schedules, specifications, or documentation provided under the solicitation/contract, without prior written direction or approval of the Contracting Officer.

**f. Emergency and Safety Requirements**

(1) The facility shall comply with all applicable Federal, State, and municipal sanitation, safety, and health codes. The Service Provider shall provide copies of the certificate(s) which document the compliance with these codes to the COTR prior to occupancy.

(2) The Service Provider shall provide written policy and procedure to the COTR which specify the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, residents, and visitors. The Service Provider shall provide documentation to the COTR of a fire and safety inspection of the facility. ICE may perform inspections as deemed necessary to assure compliance with all health, safety, and emergency procedures.

(3) The Service Provider shall ensure that the facility is a tobacco free environment.

(4) The Service Provider shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency, or facility becoming unfit for its intended use. The Service Provider shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The Service Provider shall review the plan annually, update as necessary, and reissue to the local fire jurisdiction and the COTR, as well as ensuring awareness of the plan and procedures by the staff and the residents.

(5) The Service Provider shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power, and communications in an emergency to include A/C and heating.

(6) The Service Provider shall ensure that the interior finishing materials in living areas, exit areas, and places of public assembly conform to recognized national safety codes.

(7) All electrical receptacle outlets shall be turned off in all bedrooms, or shall be protected by electrical safety devices such as surge protection switches or covers.

(8) All areas off-limits to residents must be locked when not in use.

**g.P Program Reporting Requirements**

(1) Monthly Program Progress Reports are due the fifth workday after the end of each month. These reports shall, at a minimum, provide information regarding adjustments and progress made toward meeting the specific goals and objectives of the contract. The Monthly Program Progress Report shall include information describing a chronological listing of all residents, including name, alien control number, date of admission, end-of-month status, and date of discharge.

(2) The Service Provider, upon discovery, shall immediately notify the applicable local ICE supervisor in charge of the facility verbally and follow up in writing within 24 hours with a complete written report of any change in the status or condition of any resident in care including the following:

- (a) Any unauthorized absence of the resident;
- (b) Contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime;
- (c) Pregnancy of the resident;
- (d) Childbirth by the resident;
- (e) Hospitalization of, serious illness of, or serious injury to the resident;
- (f) Suicide or attempted suicide by the resident;
- (g) Escape or attempted escape by the resident;
- (h) Death of the resident;
- (i) Hunger strike by the resident;
- (j) Arrest and/or incarceration of the resident;
- (k) Commission of a major program offense;
- (l) Any abuse or neglect incident dealing with a resident; and
- (m) Unauthorized correspondence and/or contact with a resident.

(3) Procedures for reporting escapes or other unauthorized absences are as follows:

- (a) Report to local law enforcement authorities; and
- (b) Report to local ICE supervisor in charge of the facility;
- (c) Report to ICE/local law enforcement:
  - 1) Name and alien registration number of resident(s);
  - 2) Physical description of individual(s)
  - 3) Time of incident;
  - 4) What occurred;
  - 5) Any known calls or contacts made by resident prior to escape;

- 6) Name, address, phone number of family;
- 7) Information regarding unusual behavior;
- 8) Any reason to believe that escape was involuntary;
- 9) Other law agencies notified and point(s) of contact.

**h. Record Retention**

(1) The Service Provider shall provide written plans, policies, and procedures that describe the format and reporting criteria for all records and reports. The Service Provider shall maintain all logs and records required both to operate and document the operational and personnel aspects of the facility and to comply with the requirements of this contract. All logs and records shall be maintained at the facility in locked cabinets located within a properly secured and controlled room. The room shall be located within the administrative area or other approved area of the facility. ICE officials shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph.

(2) The Service Provider shall not destroy or alter any logs/records pertaining to this contract. At the completion of termination of this contract, the Service Provider shall turn over all logs and records as directed by the Contracting Officer.

**6. ICE Coordination**

(1) ICE will be involved in the programmatic development and on-going activities proposed and agreed upon in this IGSA. ICE will monitor and evaluate the provision of services; and provide consultation regarding programmatic issues or concerns, as needed.

(2) At time of placement in facility, ICE will provide the Service Provider with appropriate available alien documentation.

**7. Operating Constraints**

The following constraints are the statutory, regulatory, policy and operational considerations that will or may impact the Service Provider. The Service Provider is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the Service Provider is expected to be aware of any changes to the constraints and perform in accordance with the most current version of the constraints. Constraints include, but are not limited to:

- (1) Memoranda of Understanding between ICE and individual State and local law enforcement jurisdictions may vary.
- (2) ICE resource constraints and funding may influence the activities and breadth of the Performance-Based National Detention Standards.
- (3) Department of Homeland Security Management Directive (MD) 11042.1- Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- (4) Department of Homeland Security Management Directive (MD) 11050.2 - Personnel Security and Suitability Program.
- (5) Other applicable Executive Orders and Management Directives.
- (6) Computer Security Act of 2002.
- (7) The Patriot Act of 2001.
- (8) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208.
- (9) Immigration and Nationality Act of 1952, as amended (P.L. 82-414)
- (10) The Privacy Act of 1974, as amended (P. L. 5 U. S. C. 552a)
- (11) Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191)
- (12) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- (13) Applicable facility codes, rules, regulations and policies.
- (14) Applicable Federal, State, and local labor laws and codes.
- (15) Pre-clearance approvals are required for access to ICE field staff, facilities and information.
- (16) All applicable environmental requirements, including Executive Orders and Management Directives.
- (17) Existing lease agreements.
- (18) DHS Non-Disclosure Agreement Requirement.

### **Statement of Work Performance Criteria**

The COTR will monitor and evaluate the Service Provider's progress and performance, including communications throughout the performance period, completeness and quality of performance requirements, and timeliness and quality of deliverables and services. All records, documents, programs and activities that the Service Provider provides on behalf of residents shall comply with the applicable Federal and State requirements, including those areas pertaining to medical, education, admission processing, law enforcement, counseling, and legal services.

NOTE: The listing of tasks/deliverables in the chart below is not all-inclusive. It signifies those tasks/deliverables that are deemed critically important and have discreet performance indicators and measures. The Service Provider is obligated to perform all tasks/deliverables contained in the contract.

Task/Deliverable	Required Outcomes	Performance Indicators	How Measured
<b>Ref. 4a. Program Scope</b>			
(1) Provide resident care and other services in a resident care program.	<p>Facility will become operational by the approved start-up date(s) in the Service Provider’s approved Program Management Plan (or proposal).</p> <p>Each facility is a safe and clean living environment in which all the required tasks and services are delivered promptly and accurately.</p>	<p>Facility opens on time. Living quarters accommodate alien family members as prescribed by the SOW and standards.</p> <p>State and local health and safety codes and standards are met.</p>	<p>COTR surveillance to ensure timeliness in facility opening and start-up. Overall resident living quarters meet contract requirements. Processing, release, transfer and removal actions are executed in a timely manner.</p> <p>The facility does not violate State or local building, health, or safety codes. <u>No more than 3 minor violations per year</u> are permitted. Each violation is resolved within the prescribed allotted time frame. <u>No more than 1 major violation per year</u> is permitted. A major violation is one in which there is an imminent danger to staff and/or residents that requires immediate rectification.</p>
(5) The Service Provider shall ensure that residents follow an integrated and structured daily routine that shall include but not be limited to the following services: recreation, life skills and/or chores, study	Residents’ daily routines include a well rounded and productive activity curriculum.	The daily curriculum for residents includes recreation, life skills, counseling (if needed), and access to religious and legal services, if desired.	<p>COTR inspections of programs and resident activities.</p> <p>Resident surveys to validate the availability, use and quality of services.</p>

<b>Task/Deliverable</b>	<b>Required Outcomes</b>	<b>Performance Indicators</b>	<b>How Measured</b>
<p>period, counseling, group interaction, free time, and access to religious and legal services.</p>			
<p>(9) The Service Provider shall implement and administer a case management system that tracks and monitors each resident's progress on a regular basis to ensure that he/she receives the full range of program services in an integrated and comprehensive manner.</p>	<p>Case files contain each resident's enrollments in activities, their progress and achievements, health care services, and other relevant information.</p>	<p>All entries are accurate and current. Law enforcement, Privacy Act and HIPAA-related information are properly safeguarded.</p> <p>Records are secured in accordance with computer security and physical security standards.</p>	<p>COTR inspections of case files.</p>

<b>Ref. 4b Program Services</b>			
<p>(1) Care and Maintenance - Proper physical care and maintenance, including suitable living accommodations, food, appropriate clothing, personal grooming items and hair care services, and personal allowance or remuneration for work shall be provided (outside of normal chores or responsibilities) as defined by applicable State statutes.</p>	<p>Living quarters, meals, clothing, and personal care services are in place and available to all residents.</p>	<p>Each resident has his/her own sleeping quarters, meals, and essential clothing, and is remunerated for work outside normal chores, as applicable.</p>	<p>COTR inspections of facilities and services to residents.  Resident surveys to validate the availability, use and quality of services</p>
<p>(2) Medical/Mental/Dental Care (see Statement of Work for full text).</p>	<p>Arrival screenings are performed within the prescribed six-hour-following-arrival time frame.</p> <p>On-site health care is available 24 hours per day, 7 days per week.</p> <p>Instructions are in the resident's native language.</p> <p>Access to an off-site emergency medical care service is arranged and in place.</p> <p>Policies and procedures for dispensing over-the-counter and Rx drugs and special diets are in place.</p>	<p>Prompt screenings and processing of new arrivals.</p> <p>On-site health care is accessible and available to residents.</p> <p>Instructions are available and clearly understood by residents.</p> <p>Emergency care is provided when required.</p> <p>Policies and procedures are reviewed and approved by the COTR</p>	<p>COTR inspections.  Information is validated through resident surveys.</p>
<p>(6) Case Management (see Statement of Work for full text).</p>	<p>Individual service plans are developed, implemented, and coordinated. Staff members are qualified</p>	<p>Case files are maintained and current. Residents' safety, social, and cultural needs are monitored and addressed.</p>	<p>COTR inspections.</p>

	social workers or case workers having the necessary education and training.	Staff members' credentials are available for review.	
<b>5. Program Management</b>			
a Organization Structure and Coordination	Policies, plans, and procedures are timely developed. They are submitted for COTR review annually.	Policies, plans, and procedures encompass all program services and program management requirements.	Documents are on file with the Service Provider and available for COTR's inspection.  Documents are submitted annually as prescribed by the Contract, Section F.
c. Personnel/Staffing	Key personnel qualifications are provided and meet the criteria for the personnel's position(s).	Qualifications are presented to the COTR for review and approval prior to placement.	Key personnel qualifications meet the criteria for the personnel's position(s).

**QUALITY CONTROL PLAN**

Quality assurance (QA) will be a daily core activity of the facility utilizing a quality control plan (QCP) that is fully consistent with the Statement of Work (SOW). The QCP for the facility will provide the Government with the necessary level of assurance that all required programs and services are being provided and that the safety and well-being of the detainees is ensured at all times. CCA will use a multi-level approach to auditing and monitoring programs and operations based on the following steps:

- Developing, employing and modifying, as necessary, an effective and comprehensive audit instrument;
- Performing regular internal audits and self-monitoring;
- Performing regular unannounced external audits using dedicated corporate office or Facility Support Center (FSC) QA auditors who are subject matter experts in the areas reviewed;
- Preparing comprehensive audit reports; and
- Ensuring comprehensive CCA corporate oversight and analysis of those audits and corrective action where applicable.

CCA understands that auditing is an essential management tool that provides timely and essential information on program performance. CCA also understands that the Government is required under 31 U.S.C. § 3512 and OMB Circular A-123 to establish and maintain a process for evaluating and improving internal control systems and assuring the Attorney General that the agency is operating effectively, efficiently, and in compliance with applicable regulations. CCA's QCP will work in conjunction with the Government's monitoring of the contract to provide continuous quality assurance.

**Quality Control Monitors and Supervisors**

The importance of the independence and autonomy with which the QA Department must operate is emphasized by the organizational placement of the QA Department within the Office of General Counsel within the FSC. This ensures impartiality and eliminates any potential conflict of interest in the reporting of operational audit findings to the Operations Divisions.

To ensure the complete implementation of the QA program, CCA will designate a corporate QA manager to assist the facility with the QCP and contract requirements. The corporate QA manager, in conjunction with other corporate employees, will coordinate the internal QCP for the facility, including scheduling of both internal and external audits, identifying audit team members, and other logistical information. The corporate QA manager will provide external auditors with summary materials regarding the facility, including:

- Reports of prior audits;
- Internal CCA data regarding systemic problems to be assessed at the facility;
- Any assessment devices administered by the Government and made available to CCA;
- Data from other information sources such as the GAO, OIG, new legislative regulations, etc.;

- Extracts from Government data systems, such as the LAN and WAN systems, and
- Any other analysis of available information that might suggest trends or patterns of any type and which should be examined in the course of an audit.

The corporate QA manager will ensure that the approved audit instrument is maintained current by the local facility and will review, for quality control purposes, all completed internal and external audits to ensure substantive local and corporate responses to all audit findings, including:

- Analyzing audit results to identify specific risks, policy changes, develop recommendations for procedural or contractual changes, and to identify any needed changes in the audit process itself;
- Tracking subsequent events, such as incidents or staffing changes which might impact facility performance;
- Tracking workload and performance data (number and nature of detainee incidents, staff vacancies and turnover, minority hiring, recognition awards, accidents, staff and detainee grievances, investigations, detainee disciplinary actions, detainees employed, medical duty status, and staffing) to determine recent trends; and
- Tracking remedial action on past audits and preparing for upcoming audits.

The facility QA manager, who reports directly to the Facility Administrator, will be responsible for managing the local QA program.

### **Inspections**

The Performance Monitoring Tool (exclusive of the juvenile component standards) contained in Attachment 3 to the IGSA and selected components of the CCA Audit Tool, will be used as the principal audit instrument and will serve as the cornerstone of the program. It will be used by the facility to conduct both internal and external audits and will support the Performance Based National Detention Standards produced by ICE for both performance and monitoring purposes.

CCA proposes that every aspect of the facility be reviewed continuously throughout the year and comprehensively twice a year – once via an internal audit conducted by facility staff and once on an unannounced basis by an external audit team, composed of qualified non-facility staff. This methodology will ensure that every policy, procedure, and contract requirement is consistently being reviewed and will help ensure our goal of continuous compliance and quality improvement. The use of unannounced proactive auditing and compliance procedures will also allow CCA management to identify those areas of operational risk potentially requiring additional resources, staff training, policy revisions, or other needed changes in corporate or local facility operations.

### **Internal Audits**

The entire facility will be comprehensively audited by its own staff at least once a year, although CCA may conduct a full internal audit at any time to determine program effectiveness. The facility will be responsible for conducting an internal audit program, which consists of two components. The facility QA Manager will be responsible for managing both aspects of the local program.

The first type of audit will be a once-a-year complete in-house audit using the approved audit instrument, conducted by qualified local staff. Overall responsibility for ensuring that the internal audit is conducted in accordance with policy rests with the Facility Administrator. The Facility Administrator will select the members of the audit team, provide them with direction, training, set timetables for completion of the audit itself and the report, and will ensure appropriate follow-up of all deficiencies. The Facility Administrator may direct the team to concentrate on specific areas or departments, as facility needs dictate, but not to the detriment of a thorough audit in the remaining departments. Staff selected as members of the audit team will use the established audit guidelines.

The audit report will be provided to the Facility Administrator and the facility QA Manager in a timely manner. All supporting documents for the audit will be kept on file by the facility QA Manager.

The second type of internal audit will be conducted in addition to the annual in-house audit, and will involve periodic internal departmental audits, under the direction of the facility QA Manager, throughout the year. Audit areas will be subdivided so that some operational topic is covered each month. Ordinarily, specific employees who are experienced in the department being audited will conduct these audits.

The results of this ongoing, more detailed review cycle will be reported to the concerned department head and to the Facility Administrator. A plan of action (POA) will be developed for any area of concern, identifying the staff person responsible for ensuring rectifying measures are taken. Each POA will contain a clearly indicated date for the completion of corrective action.

#### ***External Audits***

GAO standards for Government audits emphasize auditor qualifications, subject matter expertise, auditor independence, and quality assurance in the audits themselves. CCA's approach to auditor selection also incorporates these values. Once a year, outside, non-facility personnel, teams from the FSC QA Department, will use the agreed-upon audit instrument to audit the facility on an unannounced basis. CCA also reserves the option to conduct an external audit at any other time to determine program effectiveness. External auditors will be selected from the ranks of highly experienced subject matter professionals, the vast majority of which are full time QA staff employed at the FSC. The company will provide specific training in auditing techniques and the requirements of this contract.

An audit team leader will be identified for every audit and will be responsible and accountable for the following tasks:

- Organizing and supervising the on-site audit process;
- Assuring all relevant staff are afforded the opportunity to be fully involved in the audit activities;
- Maintaining lines of communication with the Facility Administrator, other managerial personnel and the FSC Managing Director, QA throughout the audit;
- Establishing and maintaining a file of the audit findings, recommendations, plans of action for areas of concern, and follow-up contacts;

- Conducting closeout reviews and a final exit interview at the conclusion of the audit, with staff identified by the Facility Administrator;
- Discussing in relevant detail during the exit interview, all findings to be included in the final report; and
- Presenting the final audit report, ensuring all audit findings and recommendations are supported by sufficient evidence.

The Facility Administrator will ensure that auditors are granted access to all relevant documents, all reasonably available employees and detainees for interviews, all areas of the facility, and all internal audit documents relating to the current audit, if not previously provided.

### ***Audit Reports***

Audit reports will relate specific findings, both adverse and positive, and will be governed by the principle of "auditing by exception." Topics within the scope of the audit not mentioned in the report will be deemed as having no material weaknesses or deficiencies.

Audit reports will be specific, concise, and limited to substantive content. Detailed operational area sections will be written in a manner that generalists or professionals outside the specialty area involved will be able to understand.

The audit report will contain the following elements:

- A cover memorandum conveying the report;
- A background section briefly describing the facility, its mission, and the methodology used to conduct the audit;
- A statement of assurance, based on audit findings, that programs comply with applicable laws, regulations, policies, and procedures. Any exceptions will be noted in this section and completely explained in a later section;
- An explicit description of the auditors' examination of any areas for potential fraud, waste, abuse, mismanagement and illegal acts, with recommendations for action, if any;
- Explicit identification of material weaknesses, deficiencies, or uncorrected repeat items from prior audits, with recommendations for action, if any;
- A description of how programs are achieving desired results, and recommendations for any methods of improving service delivery;
- Identification of efficient management practices and programs that can be used as commendable or "best practices" at other facilities within CCA;
- An assessment of the manner in which program performance is measured and reflected in management and statistical reports maintained by CCA or the Government;
- A statement regarding any additional performance indicators that would assist in monitoring vital programs and operations;
- A section outlining noteworthy facility accomplishments and commendations; and
- A brief conclusion, noting staff who are present at the exit interview and any preliminary reaction by local staff to the information conveyed in that session.

Because identifying material weaknesses is a central part of assuring the Government of the quality of operation of the facility, each audit report will specifically state if there are any material weaknesses evident. Material weaknesses are conditions which:

- Significantly impair the fulfillment of an agency or component's mission;
- Deprive the public of needed services;
- Violate statutory and regulatory requirements;
- Significantly weaken safeguards against waste, loss, unauthorized use, or misappropriation of funds, property, or other assets;
- Result in a conflict of interest;
- Merit the immediate attention of CCA senior management, Government staff, or appropriate law enforcement agencies; and
- Any other conditions whose omission from the report could reflect adversely on the management integrity of the facility, CCA, or the Government.

In addition to material weaknesses, auditors will identify, investigate, and report on significant problems, areas of non-compliance and areas in need of improvement. Such conditions will be categorized consistent with the Government's definition of deficiencies. Deficient areas are defined as:

- Deviations from policy or regulation;
- Weaknesses in internal controls;
- Lack of quality controls;
- Failure to observe accepted standards of practice for a particular profession;
- Lack of operating efficiency; and
- Failure to meet program objectives.

The designated team leader will compile the final audit report which will include a narrative of observations by the team. The audit team leader is responsible for assembly of the final report, which will be distributed to the Facility Administrator and the QA Manager within a reasonable timeframe after the audit is completed through CCA's Office of General Counsel. At the same time, a copy will be provided to CCA's Chief Corrections Officer, Managing Director, Quality Assurance, the appropriate Vice President, Operations, the CCA Divisional Managing Director, Facility Operations responsible for the facility and the Government on-site staff.

#### **Procedures to Detect, Follow-up and Correct Deficiencies**

The Facility Administrator will be responsible for developing a plan of action response to each external audit in a timely manner. This plan of action response will contain all findings and recommendations requiring a specific response from the facility. The Facility Administrator may also present alternative methods of correcting the problem or improving the program.

Deficiencies in the areas of policy, regulation, or contract are not negotiable. They must be corrected immediately, unless resource limitations or other justifiable constraints preclude timely compliance. Any constraints must be explained and a realistic time frame for correction must be

specified. The Facility Administrator must provide assurance that internal control systems have been put into place to prevent recurrence of each problem, with a specific statement of how that will be accomplished.

A policy has been established to require the Facility Administrator, Assistant Facility Administrator, and designated department heads to visit all detainee living units, food services, recreation areas and temporary holding areas at least weekly. Other department heads and supervisory staff are encouraged to visit these living and work areas as often as practicable.

Compliance with this policy will be documented by a review of logbooks maintained in the designated areas. As with all corporate and facility policies, compliance with this policy will be monitored both internally as part of the facility self-audit, and annually as part of the external corporate audit.

As required by CCA corporate and facility policy, the Facility Administrator will prepare a quarterly facility report for submittal to the FSC. This report will include statistical data on the total number of serious incidents, unusual occurrences, major uses of force, disciplinary sanctions, allegations of abuse, number and categories of detainee grievances; a departmental activity summary; statistical data concerning employees (i.e., turnover, number of new hires, resignations, training schedules); significant events during the quarter; the result of self-monitoring activities; and problems encountered and how they were addressed. These reports become part of the facility internal audit file.

### **Supervisory Plan**

The facility QA Manager will be responsible for attaining and maintaining any state licensure requirements and managing the operational details of the QCP. The facility QA Manager will:

- Work with corporate QA staff to create a facility specific, web-based, audit instrument which will be reviewed and approved by the Facility Administrator, corporate QA Department and the Government prior to implementation or change.
- Track all local policy, procedure, and contractual changes against the approved audit instrument, requesting corporate updates as needed, and obtaining Government approval for any changes;
- Schedule both categories of internal audits, using local subject matter experts;
- Serve as the local coordinator for all external audit activity;
- Track all audit deviations, plans of actions, and other remedial actions related to audit outcomes; and
- Make recommendations to the Facility Administrator for policy and procedure changes that will increase the effectiveness and efficiency of the audit program.

The corporate QA manager and other corporate officials may conduct periodic facility or department audits, as directed by the Vice President of Operations responsible for the facility. When appropriate, designated auditors may include specific corporate staff, such as directors, managers, and other corporate employees with expertise in specific areas of operation.

When corporate-level approval is required for achieving necessary corrective action for audits, the corporate QA manager will coordinate with the Facility Administrator and other CCA senior

## **Corrections Corporation of America**

IGSA Female Adult Alien Detention at T. Don Hutto  
November 23, 2009

management officials to accomplish the required changes. The corporate QA manager will refer any corrective action extending beyond 60 days after the date of the report to the responsible corporate Managing Director and Vice President of Operations. The corporate QA manager will monitor progress toward closure of the audit. This will include an immediate review of the response, appropriateness and feasibility of the plans of action, and ongoing progress toward completion of all plans of action.

Either the corporate QA manager or the Government on-site staff may initiate follow-up reporting measures on specific portions of the audit. These measures may include progress reports, plans of action, technical assistance visits, or follow-up targeted audits. Such steps will be taken on a case-by-case basis.

### **Communication Plan**

CCA has demonstrated that it can maintain a strong, productive working relationship with federal agencies, including ICE, and is prepared to work closely with on-site Government staff. As an integral part of the evaluation and monitoring process, staff at the facility will cooperate collaboratively with Government staff, providing access to detainees and staff in all areas of the facility at all times. Government staff will have access during normal administrative working hours to all books, records, reports, and self-monitoring documents maintained by CCA concerning the operation of the facility. Government personnel may attend selected meetings, staffings or hearings and review facility records, detainee files and budget documents as required.

On a day-to-day basis, facility staff will provide verbal information to the Government on-site staff. Facility staff will also provide specified written reports to the Government on a regular and immediate basis, when requested. Routine daily interaction between facility and Government staff will occur during the course of ordinary business. Facility staff will be diligent in ensuring both courteous and timely cooperation with all Government staff. CCA is committed to developing and maintaining a cooperative relationship with its contracting agencies. Through this relationship CCA strives to provide the best quality control plans possible.

Corporate involvement with the Government on-site staff will be a priority. The CCA Managing Director, Quality Assurance, will be responsible for coordinating the following specific audit-related issues with designated Government staff:

- Revision of the audit instrument as may be dictated by statutory, contractual, or operational changes;
- Provision of copies of all internal and external audits to the Government, as well as all plans of action and other responsive documents;
- Advising the Government of all audit schedules, team composition, and other related information; and
- Coordination with the Government on all other matters of mutual concern.

In addition to the regular involvement of the corporate QA manager, from time to time other corporate officers may interact with the Government, depending on the issue involved. These corporate officers may include:

## Corrections Corporation of America

IGSA Female Adult Alien Detention at T. Don Hutto

November 23, 2009

- **Vice President, Facility Operations:** The Vice Presidents, Facility Operations are primarily responsible for the oversight of the Operations department of their assigned facilities and may become involved in assuring that operational issues are carried out in a satisfactory manner;
- **General Counsel:** The General Counsel is primarily responsible for contract compliance and may be involved in the event of a question involving the facility's compliance with its contract, or in any issues having to do with litigation against CCA, or any of its employees for acts related to CCA's management of the facility;
- **Chief Financial Officer:** The Chief Financial Officer may be involved in issues relating to payments due under the contract or any questions relating to the prices quoted in this proposal; and
- **Vice President, Real Estate:** The Vice President, Real Estate may be involved in the event of damage to the physical plant and the need for repair or renovation.

Immigration and Customs Enforcement  
Office of Detention and Removal Operations



Quality Assurance Surveillance Plan

Table of Contents

1. INTRODUCTION ..... 1  
2. DEFINITIONS..... 1  
3. QUALITY CONTROL PLAN ..... 2  
4. METHODS OF SURVEILLANCE ..... 3  
5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS..... 5  
6. FAILURE TO MEET PERFORMANCE STANDARDS ..... 5  
7. NOTIFICATIONS ..... 6  
8. RESIDENT/MEMBER OF PUBLIC COMPLAINTS ..... 7  
9. ATTACHMENTS ..... 8  
Attachment 1- Performance Requirements Summary ..... 1  
Attachment 2 - Contract Discrepancy Report ..... 1  
**CONTRACT DISCREPANCY REPORT** ..... 1  
..... 1  
**Report Number:** ..... 1  
Attachment 3 – Performance Monitoring Tool..... 1