

EROIGSA-17-0005  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS  
AND  
TULSA COUNTY

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

**FACILITY LOCATION:**

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

**David L. Moss Criminal Justice Center  
300 North Denver Avenue  
Tulsa, Oklahoma 74103**

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Attachment 1 - Tulsa County Proposal dated 9/30/2016 , as revised dated 11/04/2016
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2015-5318 (Revision No.: 1)
- Attachment 4 - Quality Control Plan
- Attachment 5 - Quality Assurance Surveillance Plan
  - 5.A. Performance Requirements Summary
  - 5.B. Sample Contract Deficiency Report
- Attachment 6 -Performance Work Statement (PWS)
- Attachment 7 - Staffing Plan (See Attachment 1)
- Attachment 8 - Official Detail Form (formerly G-391)
- Attachment 9 - Hold Harmless and Indemnity Agreement
- Attachment 10 - Listing of Exceptions to 2011 Performance Based Detention Standards (PBND)
- Attachment 11 - Anticipated Transportation Routes

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

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

Gregory B. Anderson  
Contracting Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

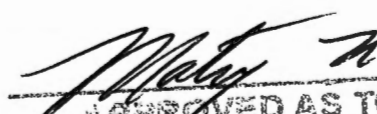
**ACCEPTED:**

Tulsa County Board of County  
Commissioners on behalf of Tulsa County  
Sheriff

Chairman

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY

## Intergovernmental Service Agreement (IGSA)

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**Article 1. Purpose**

- A. **Purpose:** The purpose of this Inter-Governmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the provision of the necessary physical structure, equipment, facilities, personnel, and services to provide a program of care in a properly staffed and secure environment under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees." This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
  
- B. **Responsibilities:** This Agreement sets forth the responsibilities of ICE and the Service Provider. The Service Provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the Agreement and ensure that the safekeeping, housing, subsistence, medical, and other program services provided to ICE detainees housed in the facility is consistent with ICE's civil detention authority, the PWS, IGSA requirements and ICE standards referenced in this agreement. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
  
- C. **Rates:** This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate of \$69.00 for detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate	\$69.00 per detainee
* Escort Services at Regular Rate	\$26.00 per hour
* Escort Services at Overtime Rate	\$39.00 per hour
* Stationary Guard at Regular Rate	\$26.00 per hour
* Stationary Guard at Overtime Rate	\$39.00 per hour
*Transportation Guard Rate (includes Health & Welfare)	\$26.00 per hour
*Transportation Guard Overtime Rate	\$39.00 per hour

\*\*Transportation, Lodging and Per Diem rates are to be in accordance with GSA rates at the time of incurrence with the exception of bus mileage.

If this IGSA contains a population guarantee, ICE will not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence

resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

The Service Provider may reduce staff based upon the detainee population demand if they receive approval from the CO to make reductions in staff.

## **Article 2. General**

- A. **Commencement of Services:** ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is in compliance with ICE 2011 Performance-Based National Detention Standards (PBNDs), including all optimal provisions (with agreed to modifications as noted in Attachment 10). Therefore, ICE may perform numerous assessments to ensure compliance prior to presenting detainees for housing.
- B. **Funding:** The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in this Agreement. The Service Provider shall be prepared to accept detainees immediately upon issuance of task order.
- C. **Subcontractors:** The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the David L. Moss Criminal Justice Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. **Consistent with Law:** This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulations, policies and judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

### Article 3. Covered Services

- A. **Bedspace:** The Service Provider shall provide and operate a 200 bed male and female adult detention facility (with the number of female detainee beds to be determined by availability). The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc. The Service Provider will also ensure that adequate administrative space is provided in accordance with the Physical Plant Requirements listed under Article 35 of this agreement. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.
- B. **Basic Needs:** The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.
- C. **Unit of Service and Financial Liability:** The unit of service is called a "Bed Day" and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
- 1) Salaries of elected officials
  - 2) Salaries of employees not directly engaged in the housing and detention of detainees
  - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
  - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
  - 5) Operating costs of facilities not utilized by Federal detainees
  - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
  - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
  - 8) Contingencies

The Parties agree to base the cost of the bed day rate and all services provided on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards.

- D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining interpretation or translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.
- E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel, of which one must be of the same gender as those being transported, employed by the Service Provider under their policies, procedures and authorities.
- F. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use 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 becomes 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.

#### **Article 4. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers. The Service Provider shall be responsible for the holding of all ICE detainee property. The service provider shall provide space for the holding of detainee property in accordance with PBNDS 2011 Standards. The Service Provider shall also be responsible for ensuring that detainee property is processed and sent with the detainee when the detainee is being removed or transferred out.
- B. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

- C. **Restricted Release of Detainees:** The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COR or designated ICE official immediately regarding any such requests.
- D. **Safe Release:** The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.
- E. **Service Provider Right of Refusal.** The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- F. **Emergency Evacuation:** In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COR or designated ICE official within two (2) hours of evacuation.



**Article 5. ICE Performance-Based National Detention Standards and Other Applicable Standards**

- A. The Service Provider shall house detainees and perform related detention services in accordance with the 2011 edition of ICE Performance Based National Detention Standards (PBNDS), including all optimal provisions, unless otherwise specified in this agreement as stated in Attachment 10. The complete set of standards applicable to this procurement is available from the following website: <http://www.ice.gov/detention-standards/2011/> and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.
- B. If a change in the standards identified herein results in a documentable financial impact to the Service Provider, the Service Provider must notify the Contracting Officer within five (5) days of receipt of the change and request either 1) a waiver to the Standards or, 2) negotiate a change in per diem.
- C. The Facility's operation shall reflect the 2011 PBNDS Expected Outcomes where optimal levels are required unless otherwise specified in this agreement. Optimal levels shall be achieved to further the goals of detention reform.
- D. The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

**Article 6. Medical Services**

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2011 PBNDS, including: intake arrival screening, tuberculosis testing and symptom screening, on-site sick call, chronic care, over the counter and prescription medication and durable medical equipment and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with providing necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided. The costs of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC) and at no time shall the Service Provider or detainee incur any financial liability related to such services.
- C. A true copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a transfer summary shall accompany the detainee outlining necessary care during transit to include medications, medical precautions, equipment needed, and appropriately authorized methods of travel.

- D. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, enough nurses per shift to ensure appropriate access to and delivery of care as addressed in 2011 PBNDS.
- E. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health requests and deliver them in writing to the medical and health care staff to be reviewed daily.
- F. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, and as detailed in 2011 PBNDS.
- G. Onsite health care personnel shall perform initial medical screening within (12) hours of arrival to the Facility. Sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs and mental and dental health assessments shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD) or chest x-ray, and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- H. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, 2011 PBNDS, National Commission on Correctional Health Care (NCCHC), and ACA standards with the expectation to provide custody oversight and medication as needed.
- I. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with detention, National Commission on Correctional Health Care (NCCHC) and ACA standards.
- J. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

- K. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request. The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide (found at [www.icehealth.org](http://www.icehealth.org)).
- L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. Authorized payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center  
PO Box 149345  
Austin, TX 78714-9345  
Phone: (800) 479-0523  
Fax: (512) 460-5538

- M. The Service Provider shall allow IHSC Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).
- N. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
- a. The provision of health care to such individuals;
  - b. The health and safety of such individual or other inmates;
  - c. The health and safety of the officers or employees of or others at the correctional institution;
  - d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;

- e. Law enforcement on the premises of the correctional institution; and
  - f. The administration and maintenance of the safety, security, and good order of the correctional institution.
  - g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.
- O. The Service Provider shall direct offsite medical providers to submit all medical invoices for authorized payment for medical, dental, and mental health services to the following address:

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

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

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

**Q. Facility Requirements for Infectious Disease Screening**

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

**R. Tuberculosis Screening**

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

**S. Tele-radiology Service Provider**

The Service Provider shall use the services of a Tele-radiology Service Provider (TSP) of their choice and at the Service Provider's cost. The cost of the equipment, maintenance of the equipment, training of staff, and arrangements for interpretation of the x-rays by credentialed radiologists, and transmission of data to and from the detention facility are provided by the TSP and are part of the bed day rate. The Service Provider shall coordinate with the TSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by TSP technicians is granted. The tele-radiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff. It is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee.

**T. The contractor/service provider will notify the IHSC Field Medical Coordinator, ERO Assistant Field Officer Director (AFOD) and Contracting Officer's Representative (COR) within 24 hours of identification of a detainee with any of the following conditions:**

1. Uncontrolled hypertension

2. Uncontrolled diabetes
3. Unstable Respiratory disease or any detainee requiring oxygen treatment
4. History of congestive heart failure with shortness of breath with daily activities
5. High risk pregnancy
6. Multiple unstable chronic conditions
7. Liver Failure
8. Renal Kidney failure
9. Mental health conditions:
  - a. one or more active psychiatric symptoms: disorganization, active hallucinations or delusions, severe depressive symptoms, suicidal ideation, marked anxiety or impulsivity
  - b. History of more than two psychiatric hospitalizations in the past 3 months and still presenting moderate to severe symptoms
  - c. Presently taking psychiatric medications and still presenting active moderate to severe symptoms
  - d. Continues to display harm to self or others in spite of treatment and/or hospitalization
  - e. Serious limitations in mental functions (communicating, taking care of daily activities of living, social skills, etc.) due to mental disability or severe medical conditions impairing mental function (i.e.: dementia).
10. Confirmed tuberculosis disease
11. Suspected tuberculosis disease on anti-tuberculosis treatment

#### U. Anthrax Attack

In the event of an anthrax attack where detainees have been or are suspected to have been exposed to anthrax spores, the Service Provider will provide the appropriate medical countermeasures within six (6) hours of the emergency declaration to include non-pharmacological countermeasures such as decontamination and pharmacological countermeasures to include the appropriate antibiotic. To ensure proper pharmacological care, the Service Provider will adhere to at least one of the following:

1. Maintain an independent cache of antibiotics that could be administered to the maximum number of detainees that may be located within the Facility within a six (6) hour period after an emergency declaration on any given day and time.
2. Partner with ICE where ICE provided medical countermeasures (MCM) will be stored at the Facility behind two pharmacy-approved locks, in a climate controlled environment that remains within the temperature range of 68° – 77° F at all times, is accessible within one (1) hour after an emergency declaration on any given day and time, and the ability to provide accountability reports to ICE as required (at least quarterly). The ICE provided MCM will be administered only to ICE detainees. Obtain strategic national stockpile MCM from the local health department and administer to detainees within six (6) hours after an emergency declaration on any given day and time.

## **Article 7. Employment Screening Requirements**

- A. General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.
- B. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:
- Criminal conduct, either as substantiated by convictions or independent evidence
  - Misconduct or negligence in employment
  - Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation
  - Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others
  - Falsification and/or omission of pertinent information to influence a favorable employment decision
  - Dishonest conduct, to include failure to honor just debts
  - National security concerns
  - Any other legitimate nondiscriminatory reason that DHS or its components find would adversely affect the efficiency of the service.

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

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

### **C. SUITABILITY DETERMINATIONS**

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the

Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU.

**D. BACKGROUND INVESTIGATIONS**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COR, 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:

Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**

FD Form 258, "Fingerprint Card" **(2 copies)**

Foreign National Relatives or Associates Statement

DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Optional Form 306 Declaration for Federal Employment (applies to contractors as well)

Authorization for Release of Medical Information

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

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

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



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

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

**E. TRANSFERS FROM OTHER DHS CONTRACTS:**

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

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

**F. CONTINUED ELIGIBILITY**

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR 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 COR. 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 COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

**G. EMPLOYMENT ELIGIBILITY**

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

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

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

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

**H. SECURITY MANAGEMENT**

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

The COR 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 COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

**I. INFORMATION TECHNOLOGY SECURITY CLEARANCE**

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

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

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

#### J. INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

#### **Article 8. Period of Performance**

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 12 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention 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 10. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

If there is a minimum guaranteed population, effective on the 10<sup>th</sup> day after any termination notification (from either party), the guaranteed minimum will no longer apply and ICE will only pay for actual bed usage.

#### **Article 9. Inspections, Audit, Surveys, and Tours**

- A. **Facility Inspections:** The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
  
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
  
- C. **Possible Termination:** If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
  
- D. **Share Findings:** The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
  
- E. **Access to Detainee and Facility Records:** The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

#### **Article 10. Modifications and Disputes**

- A. **Modifications:** Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will

become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

**B. Change Orders:**

1. The Contracting Officer may under at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
  - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
  - (b) Place of performance of the services.
2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer may make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.

C. **Disputes:** The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

**Article 11. Adjusting the Bed Day Rate**

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate adjustment by

submitting the Jail Cost Statement Form to the CO. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information submitted through the eIGA System, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

The Service Provider may request an equitable adjustment per the manner specified in the Federal Acquisition Regulations.

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

## **Article 12. Enrollment, Invoicing, and Payment**

- A. **Enrollment in Electronic Funds Transfer:** The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. **Consolidated Invoicing:** The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:
1. By mail:  
  
DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-ERO-FOD-ELP
  2. By fax: (include a cover sheet with point of contact and number of pages)  
  
802-288-7658
  3. By e-mail:  
  
[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

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

Each invoice submitted shall contain the following information:

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

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

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

### **Article 13. ICE Furnished Property**



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

#### **Article 14. Hold Harmless Provisions**

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

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2671 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

## **Article 15. Financial Records**

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

## **Article 16. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE 2011 PBNDS. Except in emergency situations females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Such costs shall be included in the firm-fixed price monthly rate for transportation. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. All transportation services shall be accomplished in an appropriate and economical manner.

- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.
- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider, at least one (1) being of the same gender as those being transported, under their policies, procedures and practices shall perform transport services. As written above, except in emergency situations females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.
- F. The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. The Service Provider will ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient at the hospital will be of the same sex as the detainee.
- G. Hold Harmless for Transportation: The Service Provider agrees to hold harmless DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- H. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.

1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
  2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
  3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
  4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.
- I. Government Furnished Vehicles: If ICE authorizes the Service Provider to use Government furnished vehicles, the following requirements apply to this agreement.
1. If ICE chooses to authorize Service Provider employees to operate Government furnished vehicles, the Government will provide the Service Provider with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE Designated Facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
  2. Subject to the Oklahoma Government Tort Claims Act and applicable federal law, the Service Provider agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Service Provider, its employees and or persons acting on behalf of the Service Provider. The Service Provider shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Service Provider agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
  3. The Service Provider agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Service Provider employees or agents; the Service Provider agrees to reimburse ICE for said settlement or adverse judgment.

4. In order for ICE to maintain accurate fleet records of the transportation services, the Service Provider officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used. The form that is required is the Official Detail Form (formerly G-391). This form is to be filled out at the beginning of each shift. At the end of a shift, the form is to be provided to the ICE Shift Supervisor with a copy to the COR. The Service Provider shall keep the original for three years. The form is Attachment 8 to this Agreement.
5. The COR will provide forms to the Service Provider to request and authorize routine maintenance of vehicles.
6. The Service Provider shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
7. The Government will provide instruction on the proper use of the Fleet Card to all Service Provider personnel responsible for the operation of any Government Vehicle. The instruction will be in accordance with the DHS Fleet Card Manual (Attachment 8).

A list of the Government vehicles authorized for use by the Service Provider is found as Attachment 9.

- J. Training and Compliance: The Service Provider shall comply with ICE transportation standards related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- K. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- L. When the COR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- M. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.

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

Mileage From FACILITY	Locations	City	Frequency
	See Attachment 11		

**Article 17. Guard Services**

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

submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

**Article 18. Contracting Officer's Representative (COR)**

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

**Article 19. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)

**Article 20. Notification and Public Disclosures**

- A. Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.

- B. The CO shall be notified in writing of all litigation pertaining to this IGSA and provided copies of any pleadings filed or said litigation within five working days of the filing. The Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.
- C. The Service Provider shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Service Provider shall coordinate all public information related issues pertaining to ICE detainees with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs. The Service Provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.
- D. With respect to public announcements and press statements, the Service Provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

#### **Article 21. Incident Reporting**

- A. The COR shall be notified immediately in the event of all serious incidents. The COR will provide after-hours contact information to the Service Provider at the time of award.
- B. Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- C. The Service Provider agrees to cooperate with any Federal investigation concerning incidents and treatment involving ICE detainees to the full extent of its authorities, including providing access to any relevant databases, personnel, and documents.

#### **Article 22. Detainee Privacy**



- A. 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
- B. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.
  - 1. “Operation of a system of records,” as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  - 2. “Record,” as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
  - 3. “System of records on individuals,” as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**Article 23. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

- A. The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program of which training will include training on working with vulnerable populations and addressing their vulnerability in the general population. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) and 2011 PBNDS 2.11.
- B. The Service Provider will ensure that information regarding the facility’s policy on sexual abuse/assault is included in the detainee handbook; that the facility articulates to staff and to detainees and adheres to a standard of zero tolerance for incidents of

sexual abuse or assault; that detainees shall be encouraged to promptly report acts of harassment of a sexual nature, or abuse or signs of abuse observed; that victims of sexual abuse are given timely access to emergency medical treatment and crisis intervention services; that training is included for all staff to ensure that they fulfill their responsibilities under the Service Providers' Sexual Abuse and Assault Prevention and Intervention Program; that the facility reports immediately all sexual abuse and/or assault to ICE/ERO; that the Service Provider develops and implements a policy that includes: an evidence protocol for sexual assault, including access to a forensic medical exam, an internal administrative investigation process that will not compromise a criminal investigation. The Service Provider will also maintain a policy that requires medical staff to report allegations or suspicions of sexual assault to appropriate facility staff, how the victim's medical, mental health and future safety needs will be addressed; appropriate disciplinary sanctions, how a detainee may contact the Office of the Inspector General to confidentially report sexual abuse or assault.

#### **Article 24. Detainee Telephone Services (DTS)**

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

- E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

DTS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

Robin Hall  
Customer Relations Manager  
(334) 375-7842  
[robin@taltoncommunications.com](mailto:robin@taltoncommunications.com)

Mike Oslund  
Operations Manager  
(334) 375-4200  
[michael@taltoncommunications.com](mailto:michael@taltoncommunications.com)

**Article 25. Government Use of Wireless Communication Devices**

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present.

**Article 26. Certified Cost and Pricing Data**

**A) Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data**

*(a) Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

*(i) Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document.

*(ii) Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include –

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before IGSA award, the offeror shall submit a Certificate of Current Cost or Pricing Data, the format of which is at the end of this Article.

**B) Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications**

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data for modifications under this IGSA, for price adjustments expected to exceed \$700,000 on the date of the agreement on price or the date of the award, whichever is later, the Service Provider may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable –

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document.

(2) The Service Provider grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Service Provider's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Service Provider is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Service Provider shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before award, the Service Provider shall submit a Certificate of Current Cost or Pricing Data. The form is included at the end of this Article.

### **C) Subcontractor Certified Cost or Pricing Data**

(a) Before awarding any subcontract expected to exceed \$700,000 on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$700,000, the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) the prices are based upon adequate price competition, or (2) if a waiver has been granted.

(b) The Service Provider shall require the subcontractor to certify in substantially the form at the end of this Article that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds \$700,000, when entered into, the Service Provider shall insert either -

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the Section below entitled "Subcontractor Certified Cost or Pricing Data - Modifications."

### **D) Subcontractor Certified Cost or Pricing Data – Modifications**

(a) The requirements of paragraphs (b) and (c) of this Section shall –

(1) Become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed \$700,000; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$700,000, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$700,000, the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) prices of the modification are based upon adequate price competition, or (2) if a waiver has been granted.

(c) The Service Provider shall require the subcontractor to certify in substantially the form at the end of this Article that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Service Provider shall insert the substance of this Article, including this paragraph (d), in each subcontract that exceeds \$700,000 on the date of agreement on price or the date of award, whichever is later.

#### **E) Price Reduction for Defective Certified Cost or Pricing Data**

(a) If any price, including profit or fee, negotiated in connection with this IGSA, or any cost reimbursable under this IGSA, was increased by any significant amount because –

(1) The Service Provider or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Service Provider certified cost or pricing data that were not complete, accurate, and current as certified in the Service Provider's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the IGSA shall be modified to reflect the reduction.

(b) Any reduction in the IGSA price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Service Provider, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Service Provider; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c)

(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Service Provider agrees not to raise the following matters as a defense:

(i) The Service Provider or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the IGSA would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Service Provider or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The IGSA was based on an agreement about the total cost of the IGSA and there was no agreement about the cost of each item procured under the IGSA.

(iv) The Service Provider or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if –

(A) The Service Provider certifies to the Contracting Officer that, to the best of the Service Provider's knowledge and belief, the Service Provider is entitled to the offset in the amount requested; and

(B) The Service Provider proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if –

(A) The understated data were known by the Service Provider to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the IGSA price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the IGSA price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Service Provider shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Service Provider to the date the Government is repaid by the Service Provider at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Service Provider or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

**F) Price Reduction for Defective Certified Cost or Pricing Data - Modifications**

(a) This Article shall become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed \$700,000, except that this Article does not apply to any modification (1) where prices of the modification are based upon adequate price competition, or (2) when a waiver has been granted.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this IGSA, was increased by any significant amount because

(1) the Service Provider or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

(2) a subcontractor or prospective subcontractor furnished the Service Provider certified cost or pricing data that were not complete, accurate, and current as certified in the Service Provider's Certificate of Current Cost or Pricing Data, or

(3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the IGSA shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the IGSA price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Service Provider, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Service Provider; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)

(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Service Provider agrees not to raise the following matters as a defense:



(i) The Service Provider or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the IGSA would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Service Provider or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The IGSA was based on an agreement about the total cost of the IGSA and there was no agreement about the cost of each item procured under the IGSA.

(iv) The Service Provider or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if -

(A) The Service Provider certifies to the Contracting Officer that, to the best of the Service Provider's knowledge and belief, the Service Provider is entitled to the offset in the amount requested; and

(B) The Service Provider proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if -

(A) The understated data were known by the Service Provider to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the IGSA price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the IGSA price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Service Provider shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Service Provider to the date the Government is repaid by the Service Provider at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Service Provider or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Service Provider \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Article 27. Combating Trafficking in Persons**

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a

security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
  - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

## **Article 28. Order of Precedence**

Should there be a conflict between the 2011 PBNDS and other any other term and/or condition of the IGSA, the Service Provider shall contact the Contracting Officer for clarification.

## **Article 29. Reporting Executive Compensation and First-Tier Subcontract Awards**

a) *Definitions.* As used in this article:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) *Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this article requires the disclosure of classified information

(d)

- (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—
  - (i) In the Contractor’s preceding fiscal year, the Contractor received—
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
  - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- (2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (vi) Subcontract number (the subcontract number assigned by the Contractor).
  - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (ix) The prime contract number, and order number if applicable.
  - (x) Awarding agency name and code.
  - (xi) Funding agency name and code.
  - (xii) Government contracting office code.
  - (xiii) Treasury account symbol (TAS) as reported in FPDS.
  - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
  - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)
  - (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
  - (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR

**Article 30. Exclusivity**

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

**Article 31. Use of Service Provider's Policies and Procedures**

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

**Article 32. Accreditation**

The Service Provider shall maintain this accreditation throughout the life of the Agreement, inclusive of any period extensions.

**Article 33. Quality Control**

- A. The Service Provider is responsible for management and quality control actions necessary to meet the quality standards set forth in the Agreement. The Service Provider must provide a Quality Control Plan (QCP) that meets the requirements

specified in the Performance Requirements Summary (PRS), Attachment 5A to the CO for concurrence prior to award of the IGSA (or as directed by the CO). The CO will notify the Service Provider of concurrence or required modifications to the plan before the Agreement start date. If a modification to the plan is required, the Service Provider must make appropriate modifications and obtain concurrence of the revised plan by the CO before the contract start date.

- B. The Service Provider shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Service Provider shall periodically review and update the QCP policies and procedures at least on an annual basis. The Service Provider shall audit facility's operations associated with ICE and ICE detainees monthly for compliance with the QCP. The Service Provider shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Service Provider's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plans to the COR.
- C. If the Service Provider proposes changes in the QCP after contract award, the Service Provider shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

#### **Article 34. Quality Assurance Surveillance Program (QASP)**

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



planned sampling, unscheduled inspections) to determine the quality of services, the appropriate reductions, and the total payment due.

F. Attachment 5 of this Agreement sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Service Provider. It presents the financial values and mechanisms for applying adjustments to the Service Provider's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:

- a. Define the roles and responsibilities of participating Government officials.
- b. Define the types of work to be performed.
- c. Describe the evaluation methods that will be employed by the Government in assessing the Service Provider's performance.
- d. Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials

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

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

## **Article 35. Physical Plant Requirements**

A. Enforcement and Removal Operations Office Space

The Service Provider shall refer to ICE Design Standards (*ICE Design Standards Website to be Inserted Here*) for specific office and workstation sizes and specific furnishing requirements for a 200 bed facility.

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

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a 200 bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards.

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

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing requirements for a 200 bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards.

**D. Health Services Space**

Health Services Space: Health services will be provided by the Service Provider or if applicable, through its sub-Service Provider. Healthcare Services Design Standards shall be in accordance with applicable ICE requirements when provided by the Service Provider.

**E. Processing Area**

The processing area shall be designed to process detainees as required in high frequency rates and varying numbers i.e., a busload up to 100 detainees at one time. The processing area shall be in compliance with the ICE Hold Room Standard and the 2011 PBNDS.

**F. Furniture**

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

**G. ICE IT Equipment**

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

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

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

#### H. Communication Equipment

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

#### **2. *Service Provider to Insert specifications for communications system here.***

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

## SECTION I - GENERAL INFORMATION

**Name of Jail:** David L. Moss Criminal Justice Center

**Physical Address of Jail Street:** 300 North Denver Avenue

**City:** Tulsa

**State:** Oklahoma

**Zip:** 74103

**Phone Number:** 918-596-8900

## SECTION II - FINANCIAL DATA SUMMARY

**TOTAL OPERATING COST FOR JAIL:**

**A. Time Frame (Fiscal Year) 2014-2015**

**From: (Month/Year):**  
July-14

**To: (Month/Year):**  
June-15

	<b>ANNUAL COST</b>	
<b>B. Total Personnel Costs (Schedule B - Part I)</b>	\$	15,351,441.17
<b>C. Total Personnel Benefits (Schedule B - Part II)</b>	\$	6,586,492.60
<b>D. Total Consultants and Contract Service (Schedule C)</b>	\$	8,087,617.69
<b>E. Other Direct Operating Costs (Schedule D)</b>	\$	4,813,744.10
<b>F. Indirect Costs (Schedule E)*</b> <i>*A certified cost allocation plan must be submitted if reimbursement for indirect costs are requested.</i>	\$	7,385,818.00
<b>G. Equipment Depreciation Costs (Schedule F)</b>	\$	-
<b>H. Building Depreciation Costs (Schedule G)</b>	\$	2,035,492.90
<b>I. Total Operating Costs (Sum of Schedules B-G)</b>	\$	44,260,606.46
<b>TOTAL ACTUAL OPERATING COST FOR PRIOR FISCAL YEAR</b>	\$	36,536,144.24
<b>PROPOSED DETAINEE PER DIEM RATE (*Total actual operating cost for prior fiscal year" divided by 365, divided by the total average daily jail population)</b>	\$	71.50

days      avg pop

365      1696

0

0

**\$ 71.50**

**SECTION III DETAINEE POPULATION INFORMATION**

<b>Time Frame of Detainee Information (Must correspond with time frame Section II/A)</b>	<b>FROM: (Month/Year)</b> July 2014	<b>To: (Month/Year)</b> June 2015
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**Detainee Capacity of Facility**

*Our capacity is not divided by male/female/juvenile. The split is determine on an as needed basis depending on population.	<b>Male</b>	<b>Female</b>	<b>Juvenile</b>	<b>TOTAL*</b>
	0	0	0	1714
	0			0.00
	<b>Adjusted Total</b>			1714

**Average Daily Population**

<b>Type of Detainee</b>	<b>Male</b>	<b>Female</b>	<b>Juvenile</b>	<b>TOTAL</b>
<b>Federal</b>				
<b>Local</b>	1389	286	21	1696
<b>State</b>				
<b>Total</b>	1389	286	21	1696

**SECTION IV - PER DIEM**

<b>Proposed Per Diem Rate for Detainee:</b>	<b>\$71.46</b>
<b>Detainee Per Diem Rate (If Applicable):</b>	<b>\$54.13</b>

**SECTION V - LOCAL GOVERNMENT CONTACT**

Please provide the name of the individual authorized to represent and act for the local government in he jail day rate negotiations.

<b>Name:</b>	<b>Vic Regalado</b>	<b>DEPARTMENT/OFFICE: Tulsa County Sheriff's Office</b>
<b>TITLE:</b>	<b>Sheriff</b>	<b>STREET: 303 West 1st Street</b>
<b>PHONE:</b>	<b>918-596-5634</b>	<b>CITY: Tulsa</b>
<b>FAX:</b>	<b>918-596-4681</b>	<b>STATE: Oklahoma                      ZIP: 74103</b>

**SECTION VI - CERTIFICATION STATEMENT**

This is to certify that, to the best of my knowledge and belief, the data furnished in Schedules B thorough G are accurate, complete and current, and do not include any unallowable costs prohibited by OMB Circular No. A-87 (Cost Principles for State abd Local Governments) or any cost not related to the jail facility as discussed on the Cost Sheet for Detention Services). The records of this agency are available for review and audit by the authorized representative of the U.S. Government to verify any jail per diem rate negotiated.

<b>Signature:</b>	<b>Date:</b>
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<b>Name:</b>	<b>Title:</b>
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1794  
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**SCHEDULE B**  
**PART 1 - PERSONNEL COSTS**  
(Direct Costs - Personnel Supporting Detention Facility)

**Instructions: List only those positions directly involved in jail operations and benefiting federal inmates.**

Type of Position	(A) Annual Salary Cost \$	(B) Full Time or Part Time	(C.) Number of Position	(D) Total Salary Cost (A) x (C.) = (D) \$
D.O. Step 1	29436	Full Time	223	\$ 6,564,228.00
D.O. Step 2	30852	Full Time	4	\$ 123,408.00
D.O. Step 3	32340	Full Time	12	\$ 388,080.00
D.O. Step 4	33900	Full Time	24	\$ 813,600.00
D.O. Step 5	35532	Full Time	6	\$ 213,192.00
Deputy 2 Step 1	40680	Full Time	46	\$ 1,871,280.00
Deputy 2 Step 4	47784	Full Time	1	\$ 47,784.00
Deputy 3 Step 1	46800	Full Time	19	\$ 889,200.00
Deputy 3 Step 4	54180	Full Time	1	\$ 54,180.00
Corporal	46800	Full Time	7	\$ 327,600.00
Sergeant Step 1	53868	Full Time	15	\$ 808,020.00
Sergeant Step 2	56556	Full Time	4	\$ 226,224.00
Sergeant Step 4	62352	Full Time	1	\$ 62,352.00
Sergeant Step 5	65472	Full Time	1	\$ 65,472.00
Sergeant Step 8	75792	Full Time	1	\$ 75,792.00
Captain Step 1	62028	Full Time	5	\$ 310,140.00
Captain Step 2	65124	Full Time	1	\$ 65,124.00
Major	71448	Full Time	1	\$ 71,448.00
Maintenance Supervisor	59388	Full Time	1	\$ 59,388.00
Maintenance Asst. Sup.	46800	Full Time	1	\$ 46,800.00
Maintenance Tech.	45072	Full Time	1	\$ 45,072.00
Maintenance Tech.	35316	Full Time	5	\$ 176,580.00
Maintenance Tech.	38940	Full Time	1	\$ 38,940.00
Professional Support Staff	47748	Full Time	6	\$ 286,488.00
Assistant Chaplain	29424	Full Time	1	\$ 29,424.00
Chaplain	56556	Full Time	1	\$ 56,556.00
Health Care Monitor	54756	Full Time	1	\$ 54,756.00
Support Staff	34956	Full Time	14	\$ 489,384.00
				\$ -
				\$ -
<b>Total Salary Cost:</b>				\$ 14,260,512.00
<b>FICA Benefits</b>		<b>7.65%</b>		\$ 1,090,929.17
<b>Total Salary Cost plus FICA</b>				\$ 15,351,441.17

**SCHEDULE B**  
**PART II - PERSONNEL COSTS**  
(Direct Costs - Personnel Supporting Detention Facility)

**Instructions: Provide name of retirement plans (i.e. N.Y.S. employees retirement system), insurance plans (i.e. Blue Cross/Blue Shield), or unemployment insurance contribution plans for positions listed in Schedule B - Part 1).**

	Number of Employees Participating	Total Salary Base	Employer Contribution	Annual Cost.
<b>1. Retirement Program(s)</b>				
a. Tulsa County Retirement	Full-time:	\$ -		\$ 1,798,574.76
b.401(a)	Full-time:	\$ -		\$ 85,260.00
<b>2. Insurance program(s)</b>				
a. Community Care Health Insurance	Full-time:	\$ -		\$ 1,743,358.37
b. Delta Dental				\$ 86,401.14
<b>3. Other Employee Contribution Plan(s) (i.e. unemployment, worker's compensation)</b>				
a. Worker's Comp	Full-time:	\$ -		\$ 897,638.93
b. Disability				\$ 20,016.06
c. Life Insurance				\$ 14,942.90
d. Post Employment Health Plan 105				\$ 117,920.00
e. Post Employment Health Plan 106				\$ 190,296.74
f. Employee Assistance Program				\$ 4,593.00
g. Federal Unemployment Tax				\$ 856,945.92
h. State Unemployment Tax				\$ 856,945.92
<b>Total Benefits Cost:</b>			\$	6,586,492.60

**SCHEDULE C**

**CONSULTANTS AND CONTRACT SERVICES**

*Instructions:* List only those services directly involved in jail operations and benefiting federal inmates. Provide a detailed "description of service".

Type of Service	Description of Service	NO. OF Contract Employees	Annual Cost
1. Medical	This program provides all medical and dental services for detainees.		\$ 5,367,845.31
2. Dental	This service is provided for in the medical contract.		\$ -
3. Food Service	This contract provides food and meal preparation services for all detainees.		\$ 2,288,851.18
4. Banking Related Services Inmate Trust Account	This account provides banking and related services for inmates who wish to utilize funds for commissary or other purchases.		\$ 13,232.25
5. Other: Professional and Technical Services			\$ 417,688.95
<b>Total Consultants and Contract Services</b>			<b>\$ 8,087,617.69</b>



## SCHEDULE D

### OTHER DIRECT JAIL OPERATING COSTS

**Instructions:** List only those costs associated with the operation of the jail that directly benefit federal inmates. Costs associated with local court and law enforcement activities are not allowable costs for the purpose of determining facility operating costs.

Type of Service	Description	Annual Cost
Food and Kitchen Supplies	Included in Food Service Contract	
Clothing (Detainee)	Includes Clothing	\$ 51,186.75
Medical Care Supplies	Included in Medical Service Contract	\$ -
Bedding & Linen		\$ 34,287.56
Toiletries		\$ 43,405.95
Recreation and Education		\$ 319.80
Utilities	Water, electric and gas	\$ 2,105,038.32
Uniforms (Jail Staff Only)		\$ 211,721.42
Safety and Sanitation		\$ 166,188.69
Maintenance Supplies		\$ 258,436.51
Office Supplies and Postage		\$ 65,519.50
Telephone and Communications		\$ 84,994.30
Equipment under \$5,000 (Please use Schedule F for equipment over \$5,000.)		\$ 1,986.00
Credits (e.g., telephone credits, insurance rebates, recoveries or indemnities on losses commissary income)		\$ -
Other	Travel/Training/Recruitment/Memberships	\$ 62,459.85
Other	Overtime/Comp. Time/Education Stipend	\$ 1,338,784.09
Other	All others (includes ICE related costs)	\$ 389,415.36
<b>Total Other Direct Costs</b>		<b>\$ 4,813,744.10</b>

**SCHEDULE E**

**COST ALLOCATION PLANS/INDIRECT COST PROPOSALS**

**Instructions:** If you intend to claim central service costs you must provide a cost allocation plan. See OMB Circular A-87, Attachment C. Similarly, if you intend to claim indirect costs you must provide an indirect cost proposal. An indirect cost is any cost not directly identified with a single, final cost objective and is not subject to treatment as a direct cost. See OMB Circular A-87, Attachment E.

(A) Type of Service Provided	(B) Organization Providing Service	(C) No. of Employees Involved	(D) Total Cost of Salaries and Benefits	(E) % of Time Spent in Support of Jail Operations	(F) Allowable Indirect Cost (D) x (E) = (F)
See Cost Allocation Plan to Detention			\$ -		\$ -
Indirect Costs (See attachment MGT)			\$ 7,385,818.00	100.00%	\$ 7,385,818.00
Alloc. Vehicle Costs					\$ -
Alloc. Technology					\$ -
Alloc. Fiscal					\$ -
Alloc. Purchasing					\$ -
All other Alloc. To Sheriff's Office					\$ -
Dedicated Employees from facilities maintenance			\$ -		\$ -
<b>Total</b>					\$ 7,385,818.00

## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- 1) All costs included in this proposal (identify date) to establish cost allocations or billings for (identify period covered by plan) are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal Award(s) to which they apply. Unallowable costs have been adjusted for in allocation costs as indicated in the cost allocation plan.
  
- 2) All cost included in this proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistency.

I declare that the foregoing is true and correct:

<b>Governmental Unit:</b>	
<b>Signature:</b>	
<b>Name of Official:</b>	
<b>Title:</b>	
<b>Date of Execution:</b>	

## SCHEDULE F EQUIPMENT COSTS

**Instructions:** A listing of equipment that is in the current approved jail operating budget for this contract period may be provided and/or attached to this worksheet for full purchase value consideration. If equipment is depreciated, show total acquisition amount and method used by state, country or city in calculating depreciation. A use allowance not to exceed 6-2/3% of acquisition cost of usable equipment may be substituted in lieu of depreciation. Equipment must be used directly for jail operations. Treatment of these costs must be consistent with local government's method.

### A. New Equipment Approved in Current Operating Budget (Use Continuation Sheet if Necessary)

-1 Item Description	-2 Proposed Utilization	-3 No. of Units	-4 Cost per Unit	-5 Enter % of use by the jail (i.e., If equipment is used by several depts.)	-6 Equipment Cost Allowance (4) x (5) x (6)
See Cost Allocation Plan to Detention			\$ -		\$ -
Fire Alarm			\$ -		\$ -
Vehicle			\$ -		\$ -
AFIS Machines			\$ -		\$ -
Resurfaced Floor			\$ -		\$ -
Auto Fire Sprinkler Heads			\$ -		\$ -
Various Pieces of equip.			\$ -		\$ -
			\$		\$
			<b>Total Current Equipment Costs</b>		\$ -
			<b>Equipment Allowance (6-2/3% of above)</b>		\$ \$ -

### B. Show Method of Calculating Depreciation of Equipment if 6-2/3% depreciation is not used

**SCHEDULE G  
BUILDING DEPRECIATION**

**Instructions:** Provide an explanation of method used by state, county or city to depreciate buildings. Show date of construction; cost of construction (cost of land/site is not allowable); numbers of years in depreciation cycle. Note that federal assistance revenues used for building construction are considered offsetting revenues and are to be subtracted from cost of construction. In lieu of building depreciation an annual use allowance of 2% of acquisition cost may be substituted. Treatment of these costs must be consistent with local government's method. If claiming debt service arising from construction or renovation of a facility, please specify in "other" below.

**Part I – Depreciation Computation**

Facility	Year of Construction	Original Construction Cost	Annual Depreciation Claimed*
Main Building	1999	\$ 81,429,716.00	\$ 2,035,492.90
Additions(s)	N/A	\$ -	\$ -
Annex	N/A	\$ -	\$ -
Other (Please specify): Finance Interest Expense	N/A	\$ -	\$ -
Other (Please specify)	N/A	\$ -	\$ -
Subtotal		\$ -	\$ 2,035,492.90
Less Federal Assistance Revenues or Grants including Awards under Cooperative Agreement Program			\$ -
Total			\$ 2,035,492.90
* Generally 2% of original construction cost.			

**Part II – Method of calculating depreciation used by state, county or city (i.e., specify depreciation method if 2% depreciation allowance is not utilized by the state, county, or city.)**

Land acquisition costs were not financed. Construction costs only are listed. Please see attached Depreciation Schedule and Tulsa County Policy.



## Attachment 2

Electronic Code of Federal Regulations as stated:

<https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=19a99e7cda1dcc614ea3d830a83cab81;rgn=div5;view=text;node=29%3A1.1.1.1.5;idno=29;cc=ecfr>

As of the most current update of April 28, 2017.

Wage Determination Tulsa 2015-5318 Rev 1 dated 2-9-17  
 WD 15-5318 (Rev.-1) was first posted on www.wdol.gov on 02/14/2017

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

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

Daniel W. Simms  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 2015-5318  
 Revision No.: 1  
 Date Of Revision: 02/09/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Oklahoma

Area: Oklahoma Counties of Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, Wagoner

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.65
01012 - Accounting Clerk II		15.33
01013 - Accounting Clerk III		17.78
01020 - Administrative Assistant		20.94
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		11.44
01042 - Customer Service Representative II		12.86
01043 - Customer Service Representative III		14.04
01051 - Data Entry Operator I		11.97
01052 - Data Entry Operator II		13.05
01060 - Dispatcher, Motor Vehicle		17.99
01070 - Document Preparation Clerk		13.93
01090 - Duplicating Machine Operator		13.93
01111 - General Clerk I		11.56
01112 - General Clerk II		12.83
01113 - General Clerk III		16.83
01120 - Housing Referral Assistant		17.36
01141 - Messenger Courier		12.63
01191 - Order Clerk I		13.01
01192 - Order Clerk II		15.16
01261 - Personnel Assistant (Employment) I		14.48
01262 - Personnel Assistant (Employment) II		15.87
01263 - Personnel Assistant (Employment) III		19.28
01270 - Production Control Clerk		20.52
01290 - Rental Clerk		13.33
01300 - Scheduler, Maintenance		13.63
01311 - Secretary I		13.63
01312 - Secretary II		15.25
01313 - Secretary III		17.36
01320 - Service Order Dispatcher		14.95
01410 - Supply Technician		20.94



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01420 - Survey Worker	14.90
01460 - Switchboard Operator/Receptionist	12.35
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	13.14
01533 - Travel Clerk III	13.77
01611 - Word Processor I	12.95
01612 - Word Processor II	14.69
01613 - Word Processor III	16.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.07
05010 - Automotive Electrician	18.19
05040 - Automotive Glass Installer	17.24
05070 - Automotive Worker	17.24
05110 - Mobile Equipment Servicer	15.14
05130 - Motor Equipment Metal Mechanic	19.15
05160 - Motor Equipment Metal Worker	17.24
05190 - Motor Vehicle Mechanic	17.91
05220 - Motor Vehicle Mechanic Helper	13.98
05250 - Motor Vehicle Upholstery Worker	16.08
05280 - Motor Vehicle Wrecker	17.19
05310 - Painter, Automotive	18.22
05340 - Radiator Repair Specialist	17.24
05370 - Tire Repairer	13.29
05400 - Transmission Repair Specialist	19.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	10.50
07042 - Cook II	12.22
07070 - Dishwasher	8.86
07130 - Food Service Worker	8.61
07210 - Meat Cutter	12.17
07260 - Waiter/Waitress	8.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	11.67
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.06
09110 - Furniture Repairer, Minor	14.73
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.50
11060 - Elevator Operator	10.23
11090 - Gardener	13.83
11122 - Housekeeping Aide	10.23
11150 - Janitor	10.23
11210 - Laborer, Grounds Maintenance	11.28
11240 - Maid or Houseman	9.33
11260 - Pruner	10.07
11270 - Tractor Operator	13.65
11330 - Trail Maintenance Worker	11.28
11360 - Window Cleaner	11.06
12000 - Health Occupations	
12010 - Ambulance Driver	14.86
12011 - Breath Alcohol Technician	16.87
12012 - Certified Occupational Therapist Assistant	21.36
12015 - Certified Physical Therapist Assistant	23.89
12020 - Dental Assistant	14.72
12025 - Dental Hygienist	34.54
12030 - EKG Technician	19.72
12035 - Electroneurodiagnostic Technologist	19.72
12040 - Emergency Medical Technician	14.86
12071 - Licensed Practical Nurse I	15.08
12072 - Licensed Practical Nurse II	16.87

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12073 - Licensed Practical Nurse III	18.80
12100 - Medical Assistant	14.36
12130 - Medical Laboratory Technician	14.78
12160 - Medical Record Clerk	13.27
12190 - Medical Record Technician	14.84
12195 - Medical Transcriptionist	16.31
12210 - Nuclear Medicine Technologist	29.46
12221 - Nursing Assistant I	10.92
12222 - Nursing Assistant II	12.28
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	15.05
12235 - Optical Dispenser	14.54
12236 - Optical Technician	14.86
12250 - Pharmacy Technician	13.40
12280 - Phlebotomist	13.76
12305 - Radiologic Technologist	22.95
12311 - Registered Nurse I	22.03
12312 - Registered Nurse II	26.96
12313 - Registered Nurse II, Specialist	26.96
12314 - Registered Nurse III	32.63
12315 - Registered Nurse III, Anesthetist	32.63
12316 - Registered Nurse IV	39.11
12317 - Scheduler (Drug and Alcohol Testing)	20.89
12320 - Substance Abuse Treatment Counselor	20.44
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.95
13012 - Exhibits Specialist II	22.57
13013 - Exhibits Specialist III	27.62
13041 - Illustrator I	18.95
13042 - Illustrator II	22.57
13043 - Illustrator III	27.62
13047 - Librarian	22.75
13050 - Library Aide/Clerk	9.36
13054 - Library Information Technology Systems Administrator	20.54
13058 - Library Technician	13.79
13061 - Media Specialist I	14.85
13062 - Media Specialist II	16.62
13063 - Media Specialist III	18.52
13071 - Photographer I	15.06
13072 - Photographer II	17.50
13073 - Photographer III	20.54
13074 - Photographer IV	25.14
13075 - Photographer V	30.42
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	16.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.93
14042 - Computer Operator II	16.45
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	25.11
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.93
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	31.45
15000 - Instructional Occupations	

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15010 - Aircrew Training Devices Instructor (Non-Rated)	28.14
15020 - Aircrew Training Devices Instructor (Rated)	34.04
15030 - Air Crew Training Devices Instructor (Pilot)	40.79
15050 - Computer Based Training Specialist / Instructor	28.14
15060 - Educational Technologist	24.14
15070 - Flight Instructor (Pilot)	40.79
15080 - Graphic Artist	20.97
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	37.75
15086 - Maintenance Test Pilot, Rotary Wing	37.75
15088 - Non-Maintenance Test/Co-Pilot	37.75
15090 - Technical Instructor	19.98
15095 - Technical Instructor/Course Developer	24.46
15110 - Test Proctor	16.12
15120 - Tutor	16.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.76
16030 - Counter Attendant	8.76
16040 - Dry Cleaner	11.16
16070 - Finisher, Flatwork, Machine	8.76
16090 - Presser, Hand	8.76
16110 - Presser, Machine, Drycleaning	8.76
16130 - Presser, Machine, Shirts	8.76
16160 - Presser, Machine, Wearing Apparel, Laundry	8.76
16190 - Sewing Machine Operator	11.96
16220 - Tailor	12.77
16250 - Washer, Machine	9.59
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.19
19040 - Tool And Die Maker	22.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.78
21030 - Material Coordinator	20.52
21040 - Material Expediter	20.52
21050 - Material Handling Laborer	11.92
21071 - Order Filler	11.20
21080 - Production Line Worker (Food Processing)	14.78
21110 - Shipping Packer	14.78
21130 - Shipping/Receiving Clerk	14.78
21140 - Store Worker I	12.19
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	14.78
21410 - Warehouse Specialist	14.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural welder	22.38
23019 - Aircraft Logs and Records Technician	16.97
23021 - Aircraft Mechanic I	21.08
23022 - Aircraft Mechanic II	22.38
23023 - Aircraft Mechanic III	23.74
23040 - Aircraft Mechanic Helper	14.56
23050 - Aircraft, Painter	19.71
23060 - Aircraft Servicer	16.97
23070 - Aircraft Survival Flight Equipment Technician	19.71
23080 - Aircraft Worker	18.35
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	18.35
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.08
23110 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	14.62
23125 - Cable Splicer	21.18
23130 - Carpenter, Maintenance	16.54
23140 - Carpet Layer	18.14
23160 - Electrician, Maintenance	24.00

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23181 - Electronics Technician Maintenance I	22.71
23182 - Electronics Technician Maintenance II	24.39
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	16.78
23290 - Fire Alarm System Mechanic	19.37
23310 - Fire Extinguisher Repairer	15.43
23311 - Fuel Distribution System Mechanic	21.23
23312 - Fuel Distribution System Operator	17.26
23370 - General Maintenance Worker	16.11
23380 - Ground Support Equipment Mechanic	21.08
23381 - Ground Support Equipment Servicer	16.97
23382 - Ground Support Equipment Worker	18.35
23391 - Gunsmith I	15.43
23392 - Gunsmith II	18.14
23393 - Gunsmith III	20.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.80
23411 - Heating, Ventilation And Air Contditiing Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	20.36
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	18.90
23465 - Laboratory/Shelter Mechanic	19.48
23470 - Laborer	11.92
23510 - Locksmith	19.82
23530 - Machinery Maintenance Mechanic	20.37
23550 - Machinist, Maintenance	19.02
23580 - Maintenance Trades Helper	13.14
23591 - Metrology Technician I	18.90
23592 - Metrology Technician II	20.06
23593 - Metrology Technician III	21.29
23640 - Millwright	24.46
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	16.48
23790 - Pipefitter, Maintenance	20.82
23810 - Plumber, Maintenance	19.88
23820 - Pneudraulic Systems Mechanic	20.79
23850 - Rigger	20.95
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	19.15
23910 - Small Engine Mechanic	15.67
23931 - Telecommunications Mechanic I	25.74
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	19.15
23965 - Well Driller	19.15
23970 - Woodcraft Worker	20.79
23980 - Woodworker	15.37
24000 - Personal Needs Occupations	
24550 - Case Manager	14.48
24570 - Child Care Attendant	10.22
24580 - Child Care Center Clerk	13.07
24610 - Chore Aide	8.72
24620 - Family Readiness And Support Services Coordinator	14.48
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	16.54
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	16.25
25210 - Water Treatment Plant Operator	16.54
27000 - Protective Service Occupations	

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27004 - Alarm Monitor	13.59
27007 - Baggage Inspector	11.76
27008 - Corrections Officer	14.15
27010 - Court Security Officer	16.53
27030 - Detection Dog Handler	13.80
27040 - Detention Officer	14.15
27070 - Firefighter	19.43
27101 - Guard I	11.76
27102 - Guard II	13.80
27131 - Police Officer I	20.54
27132 - Police Officer II	22.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.25
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	8.97
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.48
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.44
28515 - Recreation Specialist	17.14
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	15.78
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.31
29020 - Hatch Tender	19.31
29030 - Line Handler	19.31
29041 - Stevedore I	18.39
29042 - Stevedore II	20.34
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.97
30022 - Archeological Technician II	20.87
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.85
30040 - Civil Engineering Technician	23.46
30051 - Cryogenic Technician I	25.26
30052 - Cryogenic Technician II	27.90
30061 - Drafter/CAD Operator I	17.97
30062 - Drafter/CAD Operator II	20.87
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	19.54
30095 - Evidence Control Specialist	22.80
30210 - Laboratory Technician	23.28
30221 - Latent Fingerprint Technician I	25.26
30222 - Latent Fingerprint Technician II	27.90
30240 - Mathematical Technician	25.85
30361 - Paralegal/Legal Assistant I	18.26
30362 - Paralegal/Legal Assistant II	21.08
30363 - Paralegal/Legal Assistant III	24.49
30364 - Paralegal/Legal Assistant IV	31.22
30375 - Petroleum Supply Specialist	27.90
30390 - Photo-Optics Technician	25.85
30395 - Radiation Control Technician	27.90
30461 - Technical Writer I	21.14

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30462 - Technical Writer II	25.86
30463 - Technical Writer III	31.27
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	28.64
30502 - Weather Forecaster II	34.83
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.28
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	9.70
31030 - Bus Driver	13.09
31043 - Driver Courier	13.04
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	13.84
31310 - Taxi Driver	10.07
31361 - Truckdriver, Light	13.84
31362 - Truckdriver, Medium	14.69
31363 - Truckdriver, Heavy	20.33
31364 - Truckdriver, Tractor-Trailer	20.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.82
99050 - Desk Clerk	10.22
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.51
99252 - Laboratory Animal Caretaker II	11.17
99260 - Marketing Analyst	29.73
99310 - Mortician	23.85
99410 - Pest Controller	14.80
99510 - Photofinishing Worker	10.02
99710 - Recycling Laborer	13.57
99711 - Recycling Specialist	15.46
99730 - Refuse Collector	13.02
99810 - Sales Clerk	12.10
99820 - School Crossing Guard	9.62
99830 - Survey Party Chief	24.45
99831 - Surveying Aide	14.52
99832 - Surveying Technician	22.97
99840 - Vending Machine Attendant	12.74
99841 - Vending Machine Repairer	15.68
99842 - Vending Machine Repairer Helper	12.74

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or

stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

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regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***



Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

# QUALITY ASSURANCE SURVEILLANCE PLAN

## 1. INTRODUCTION

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

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

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

## 2. DEFINITIONS

**Performance Requirements Summary (Attachment A):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

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

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

**Performance Standards:** The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

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

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

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

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

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

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

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

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

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

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## **5. METHODS OF SURVEILLANCE**

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

**5.1 Documentation Requirements:** The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

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

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

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

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

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

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

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

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

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

## **8. NOTIFICATIONS**

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

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

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

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

## **10. ATTACHMENTS**

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

### Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
<p><b>Safety (20%)</b> Addresses a safe work environment for staff, volunteers, contractors and detainees</p>	<p><b>PBNDS References: Part 1 - SAFETY</b> 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a month invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Security (20%)</b> Addresses protection of the community, staff, contractors, volunteers and detainees from harm</p>	<p><b>PBNDS References: Part 2 - SECURITY</b> 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Order (10%)</b> Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p><b>PBNDS Reference: Part 3 - ORDER</b> 3.1 Disciplinary System.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.</p>
<p><b>Care (20%)</b> Addresses contractor responsibility to provide for the basic needs and personal care of detainees</p>	<p><b>PBNDS References: Part 4 - CARE</b> 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Activities (10%)</b> Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p><b>PBNDS References: Part 5 - ACTIVITIES</b> 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Justice (10%)</b> Addresses contractor responsibilities to treat detainees fairly and respect their legal rights</p>	<p><b>PBNDS References: Part 6 - JUSTICE</b> 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>



**Attachment A – Performance Requirements Summary**

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>PERFORMANCE STANDARD (PBNDS 2011)</b>	<b>WITHHOLDING CRITERIA</b>
<p><b>Administration and Management (10%)</b> Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements</p>	<p><b>PBNDS References: Part 7 - ADMIN &amp; MANAGEMENT</b> 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees;  <b>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</b></p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Workforce Integrity (10%)</b> Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems</p>	<p><b>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</b>  <b>Staff Misconduct 4-ALDF-7B-01</b>  <b>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</b>  <b>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</b></p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Detainee Discrimination (10%)</b> Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability</p>	<p><b>Discrimination Prevention 4-ALDF-6B-02-03</b></p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

## Attachment B – Contract Discrepancy Report

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

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# Performance Work Statement

## I. INTRODUCTION

### A. Background

Enforcement and Removal Operations (ERO), a component of U.S. Immigration and Customs Enforcement (ICE), maintains custody of one of the most highly transient and diverse populations of any detention system in the nation. These detainees are housed in authorized facilities nationwide including local facilities operating under Inter-Governmental Service Agreements (IGSAs), private Contract Detention Facilities (CDFs), and ICE-owned Service Processing Centers (SPC).

A key goal of Immigration Detention Reform is to create a civil detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions based on characteristics of a diverse population including an individual's perceived threat to the community, risk of flight, type and status of immigration proceeding, community ties, and medical and mental health issues.

### B. Scope of Work Performance

This Performance Work Statement (PWS) sets forth the Agreement's performance requirements for IGSA-provided detention facilities and services for ICE detainees.

The Facility's operation shall fully comply with the requirements of 2011 Performance-Based National Detention Standards (PBNDS), including optimal provisions listed in the agreement with the Service Provider.

### C. Explanation of Terms/Acronyms

1. ADMINISTRATIVE CONTRACTING OFFICER (ACO): ICE employee responsible for contract compliance, contract administration, cost control, and reviewing Contracting Officer's Representative's (COR) assessment of Service Provider's performance.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. BED DAY: Per diem "detainee day" or "man-day" means day in or day out and all days in between. The Service Provider may charge for day of arrival or day of departure, but not both.

5. **BOOKING:** Admission procedure for an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
6. **BUREAU OF PRISONS (BOP):** The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
7. **COMPLAINT:** A written or verbal expression of grief, pain, or dissatisfaction by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
8. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement.
9. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
10. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** An employee of the Government, appointed by the Contracting Officer, to assist in the technical monitoring or administration of the contract.
11. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
12. **DEPARTMENT OF HOMELAND SECURITY (DHS):** The United States federal executive department responsible for ensuring the homeland is safe, secure, and resilient against terrorism and other hazards.
13. **DEPARTMENT OF JUSTICE (DOJ):** The United States federal executive department responsible for enforcement of the law and administration of justice. It includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
14. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

15. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency.
16. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
17. **Detainee, Personal Property, Receipts, Visitors List, Photographs, Fingerprints, Disciplinary Infractions, Actions Taken, Grievance Reports, Medical Records, Work Assignments, Program Participation, Miscellaneous Correspondence, etc.**
18. **DETENTION OFFICERS:** Service Provider's staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
19. **DETENTION STANDARDS COMPLIANCE UNIT (DSCU):** A unit within Enforcement and Removal Operations whose purpose is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
20. **DIRECT SUPERVISION:** A method of detainee management that ensures continuous direct contact between detainees and staff by posting sufficient officers to provide frequent, nonscheduled observation of, and personal interaction with detainees.
21. **INDIRECT SUPERVISION:** A method of detainee management that ensures indirect monitoring of detainees via video surveillance by staff that allows for lowered personal interaction with detainees.
22. **EMERGENCY:** Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
23. **ENFORCEMENT AND REMOVAL OPERATIONS (ERO):** A component of U.S. Immigration and Customs Enforcement, responsible for the identification, apprehension, and removal of illegal aliens from the United States.
24. **ENTRY ON DUTY (EOD):** The first day the employee begins performance at a designated duty station on this contract.
25. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE):** This document initiates the analysis and evaluation of environmental effects of proposed actions and considers alternative proposals. It determines the need for an Environmental Assessment.



26. ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. It determines the need for an Environmental Impact Statement.
27. ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document providing full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
28. FACILITY: The physical plant and grounds in which the Service Provider's services are operated.
29. FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).
30. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): An agency within the U.S. Department of Homeland Security that promotes homeland security and public safety through the criminal and civil enforcement of federal laws governing border control, customs, trade, and immigration.
31. ICE HEALTH SERVICE CORPS (IHSC): The medical authority for ICE, provides on-site, direct patient care to ICE detainees at 23 detention locations and manages off-site medical referrals for aliens housed in approximately 270 other facilities nationwide. IHSC medical facilities follow applicable health care standards that guide current national policy regarding the delivery of health care.
32. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), siblings (including stepsiblings and half-siblings) and their spouses.
33. INCIDENT REPORT: Written documentation of an event, such as a minor disturbance, officer misconduct, any detainee rule infraction, etc.
34. JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS): DOJ's prisoner transportation system operated by the U.S. Marshals Service (USMS), sometimes referred to as the "airlift."
35. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
36. LOG BOOK: The official record of post operations and inspections.
37. MAN-DAY: See Bed Day.

38. **MAN-HOUR:** Man-hour means productive hours when the required services are performed. Only productive hours can be billed.
39. **MARSHALS SERVICE (USMS):** An agency within the U.S. Department of Justice responsible for enforcing federal laws and providing support to virtually all elements of the federal justice system.
40. **MEDICAL RECORDS:** Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. Limited information from these records is transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff. Contractor must comply with 2011 PBNDS requirements and confidentiality procedures.
41. **MEDICAL SCREENING:** A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
42. **OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU):** The ICE office, which implements a component-wide personnel security program.
43. **ON CALL/REMOTE CUSTODY OFFICER POST:** These posts shall be operated on demand by the COR and shall include, but not be limited to, escorting and providing custody of detainees for hearings, ICE interviews, or at any other location requested by the COR.
44. **QUALIFIED HEALTH PROFESSIONAL:** Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
45. **QUALITY ASSURANCE:** The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
46. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):** A Government document used to ensure that systematic quality assurance methods are used in the administration of performance based standards and other requirements included in this agreement.
47. **QUALITY CONTROL (QC):** The Service Provider's inspection system, which covers all the services to be performed under the Agreement. The actions that a Service Provider takes to control the production of services so that they meet the requirements stated in the Agreement.

48. **QUALITY CONTROL PLAN (QCP):** A Service Provider-produced document that addresses critical operational performance standards for services provided.
49. **RESPONSIBLE PHYSICIAN:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
50. **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
51. **SAFETY EQUIPMENT:** This includes, but is not limited to, fire fighting equipment (i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms).
52. **SECURITY DEVICES:** Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
53. **SECURITY PERIMETER:** The outer portions of a facility, which actually provide for secure confinement of detainees.
54. **SERVICE PROVIDER:** See Contractor.
55. **STANDING MEDICAL ORDERS:** Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
56. **TOUR OF DUTY:** No more than 12 hours on a stationary post in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
57. **TRANSPORTATION COSTS:** All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
58. **UNIFORM:** A clearly identifiable outfit which can include traditional or non-traditional articles such as khaki pants and polo shirts.
59. **WEAPONS:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and authorized batons.

## **II. GENERAL INFORMATION**

### **A. Introduction**

Unless otherwise specified, *all* plans, policies, and procedures shall be developed by the Service Provider and submitted in writing to the CO for review **and concurrence** prior to receiving detainees for housing. Once concurrence has been granted, these plans, policies, and procedures shall not be modified without the prior written acknowledgment of the CO. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee. The Service Provider is prohibited from constructing or making modifications to or adding any additional bed space or facilities at the facility location without the prior written approval of the CO.

### **B. General**

The Service Provider shall abide by all rules and regulations in the following sources:

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Local Detention Facilities (most current edition) and the most recent copies of the supplements as they are issued.
4. Officers' Handbook (M-68)
5. The 2011 Performance Based National Detention Standards (PBNDS). (Note: The provisions of the PBNDS 2011 should be interpreted as minimum requirements. Facilities are encouraged to design and operate the facility to provide the least restrictive conditions appropriate to maintain the security and safety of the staff and detainees.)
6. Federal, state, and local laws governing use of firearms, fire safety and environmental health.
7. All other regulations provided to the Service Provider by the authority of the CO.

All services must comply with this agreement and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these laws or standards or

regulations, the most stringent shall apply. If the Service Provider is unable to determine which law or standard is more stringent, the CO shall determine the appropriate standard.

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

### **C. Records Management**

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

### **D. Inspection by Regulatory Agencies**

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

### **E. Performance Evaluation Meetings**

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

### **F. Service Provider's Employee Manual**

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

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use

6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

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

### **G. Housing, Health, and Medical Care**

The Service Provider shall provide detention services, to include detainee welfare and record keeping services for ICE.

#### **1. Detention Site Standards**

The Service Provider shall ensure the detention site conforms to ACA and the 2011 PBNDS. A fire and emergency plan shall exist and shall be aggressively managed. The Service Provider shall ensure facilities conformance to the following:

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of two (2) times per shift. All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Service Provider shall take immediate action to repair all defective findings and/or equipment. All inspection results and any instructions to staff shall be logged into the housing area security logbook and be available for review by the COR.

The Facility shall be subject to periodic and random inspections by the COR, or other officials as may be determined by ICE, to ensure compliance with the 2011 PBNDS and the terms of this agreement. Deficiencies shall be immediately rectified or a plan for correction submitted by the Service Provider to the COR for approval.

#### **2. Health and Medical Care**

The Service Provider shall comply with written policies and procedures for appropriately addressing the health needs of ICE detainees. Policies and procedures shall be written to ensure that medical, dental, and mental health care are delivered in compliance with NCCHC standards and applicable PBNDS 2011 provisions and shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for emergency medical evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post orders for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. Policies and procedures addressing detention standards on medical care to include access to care, suicide prevention, hunger strikes, etc.
- f. Policies and procedures that support a system allowing for detainees to request medical/mental health services through submission of written requests. Medical/mental health requests for treatment deemed urgent by the medical provider will be forwarded by the Service Provider to the COR and/or alternate COR as soon as possible. Detainee requests shall be addressed with urgency.
- g. Policies and procedures that support a continuum of health care services including screening, prevention, health education, diagnosis, and treatment consistent with National Commission on Correctional Health Care (NCCHC) standards and applicable clinical guidelines.
- h. Policies and procedures that ensure that detainees released or removed will receive a discharge plan, a full copy of medical records, medication and referrals to community-based providers as medically appropriate.
- i. Policies and Procedures that include all screening inquiries required by PBNDS 2011 Standard 4.3, including: past hospitalizations, relevant family medical history, dietary needs and past or recent abuse or violence; and that include – where there is a clinically significant finding as a result of the initial screening – an immediate medical/mental referral with the detainee receiving a health assessment no later than two working days from the initial screening unless the clinical situation would dictate earlier evaluation.
- j. Policies and procedures that ensure that detainees experiencing severe, life-threatening intoxication or withdrawal are transferred immediately to a licensed acute care facility.
- k. Any detainee complaint for medical care not received shall be promptly addressed and the COR shall be immediately notified.

### **III. PERSONNEL**

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

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

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

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

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



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

## **B. Random Drug Testing**

ICE may require drug screening for cause at any time. The Service Provider shall order and accomplish drug screening at the Service Provider's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Service Provider shall provide the results of all such drug screening to the COR within 24 hours after receipt.

## **C. Contraband Program and Inspection**

A contraband control program shall be established in accordance with the 2011 PBNDS and the ACA standards on the control of contraband. The Service Provider's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Service Provider shall immediately remove the employee from performing duties under this Agreement. The Service Provider shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

## **D. Removal from Duty**

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

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

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

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

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

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

disposition. At the direction of the COR, the Service Provider shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Service Provider shall remove the employee from work under this contract and other ICE contracts.

#### **E. Tour of Duty Restrictions**

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

#### **F. Dual Positions**

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

#### **G. Post Relief**

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

#### **H. Personnel Files**

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

## **I. Uniform Requirements**

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

### **1. Uniforms**

The Service Provider shall provide uniforms to its employees, such as khaki pants and polo shirts. The design and color of the Service Provider's uniforms shall not be similar to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty.

Supervisory personnel should wear different color shirts to distinguish them from line staff. Each officer shall wear an identification nametag over the right breast shirt pocket. Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order.

The Service Provider shall ensure that each officer has a complete uniform while performing assignments under this Agreement.

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

### **2. Identification Credentials**

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

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

## **J. Permits and Licenses**

### **1. Business Permits and Licenses**

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

### **2. Licensing of Employees**

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

### **3. Jurisdiction**

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

## **K. Encroachment**

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

## **L. Work Schedules**

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

### **1. Post Work Schedules**

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

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

## 2. Starting and Stopping Work

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

## 3. Recording Presence

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

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

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

4. Rest Periods

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

5. Work Relief

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

6. Hospitalization of Detainees

The detainees shall not use the telephones unless the Service Provider receives prior approval from the COR. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. The Service Provider is obligated to relay messages as requested by the detainee to ICE COR.

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

### **A. Initial Drug Testing**

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

### **B. Training**

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

Facility staff will be trained in accordance with the 2011 PBNDS and ACA standards. To enhance the staff's ability to carry out the mission of civil detention, additional training related to communication skills, sensitivity, multi-cultural awareness, PREA and basic medical care shall be provided and required.

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

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



## 1. General Training Requirements

- a. All employees will have the training described in the ACA Standards and in this section. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
- b. All new Officers and Custody staff will receive 120 hours of training as delineated in the ACA Standards during the first year of employment.

All staff assigned to the facilities addressed in this IGSA will also receive any other additional training ICE may require.

*\*\*Firearm Training for Required Armed Detention Services in accordance with State licensing requirements and 2011 PBNDS requirements.*

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

## 2. Refresher Training

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

## 3. Basic First Aid and CPR Training

- a. All members of the Service Provider's security staff shall be trained annually in basic first aid and CPR. They must be able to:
  1. Respond to emergency situations within four minutes.
  2. Recognize warning signs of impending medical emergencies.
  3. Know how to obtain medical assistance.
  4. Recognize signs and symptoms of mental illness.

5. Know the universal precautions for protection against blood-borne diseases.

#### 4. Supervisory Training

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

- a. Techniques for issuing written and verbal orders
- b. Uniform clothing and grooming standards
- c. Security Post Inspection procedures
- d. Employee motivation
- e. Scheduling and overtime controls
- f. Managerial public relations
- g. Supervision of detainees
- h. Other company policies
- i. Responding to sexual assault/abuse
- j. Responding to assaults on staff, detainee on detainee violence, and supervising and/or responding to uses of force.

All supervisory staff assigned to the facilities addressed in this IGSA will also receive training in the Civil Rights Civil Liberties (CRCL)/ICE relationship, Women's Issues in Detention, the Violence Against Women ACT (VAWA), Asylum Seekers in Detention, and Mental Health Concerns in ICE Detention.

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

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

#### 5. Proficiency Testing

The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COR shall approve the questions before the Service Provider

can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider must provide the COR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this agreement.

#### 6. Training Documentation

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

## **V. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT**

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

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the 2011 PBNDS. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. Information from a detention file will be released to an outside third party only with the detainee's signed release-of-information consent form. Any release of information will be in accordance with applicable Federal and state regulations.

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

In accordance with the 2011 PBNDS, the Service Provider will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed to ensure they can be housed at the facility, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

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

This facility is designed for Level I, II, and III detainees that include non-criminals as well as those with criminal records.

Detainees will have access to a minimum of one free telephone call during the admission process and the release process.

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

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

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

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

The Service Provider will be responsible for the entire property format even in instances in which property is not sent with the detainee. In instances in which property is not sent with the detainee, the Service Provider is responsible for ensuring that the detainee receives property that is sent to the detainee.

#### **D. Securely Operate the Facility**

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

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

#### **E. Enforce the Detainee Disciplinary Policy**

The Service Provider shall comply with the 2011 PBNDS disciplinary policy. Facility authorities may take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility, consistent with PBNDS 2011 Standard 3.1.

#### **F. Administrative Segregation Policy**

Placements in administration segregation for purposes of protective custody should only be done for short duration. Use of administrative segregation to protect vulnerable populations shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, and as a last

resort. Detainees who have been placed in administrative segregation for protective custody shall have access to programs, services, visitation, counsel and other services to the maximum extent possible.

The Service Provider shall notify the Field Office Director in writing whenever an ICE detainee has been held continuously in segregation for:

- a. 14 days, or 14 days out of any 21 day period;
- b. 30 days; and
- c. At every 30-day interval thereafter.

The Service Provider shall notify the Field Office Director in writing as soon as possible, but no later than 72 hours after the initial placement of an ICE detainee in segregation if:

- a. The detainee has been placed in administrative segregation on the basis of a disability, medical or mental illness, or other special vulnerability, or because the detainee is an alleged victim of a sexual assault, is an identified suicide risk, or is on a hunger strike; or
- b. A detainee placed in segregation for any reason has a mental illness or serious medical illness or serious physical disability.

The Service Provider shall also notify the appropriate Field Office Director in writing whenever a detainee who has been the subject of a prior notification pursuant to this section is subsequently released from segregation.

### **G. Maintain Detainee Accountability**

Population counts will be conducted in accordance with the 2011 PBNDS. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population.

### **H. Collect and Disseminate Intelligence Information**

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

### **I. Provide Security Inspection System**

The Service Provider will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Service Provider's inspections program will meet the requirements of the 2011 PBNDS for Security Inspections.

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

instructions, the Service Provider shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

#### **J. Maintain Institutional Emergency Readiness**

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

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

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with the 2011 PBNDS regarding Emergency Plans.

The Service Provider shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of the 2011 PBNDS on Use of Force.



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

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

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

#### **L. Provide Continuous Video Surveillance of Detainees**

The Service Provider must provide a safe environment for ICE detainees and staff; ensure OCPC dorms are secure at all times by providing for the security and wellbeing of detainees via 24/7 visual, camera, and radio monitoring of all movement within and outside the facility and Levels I-II-III dorms.

#### **M. Facility Plans**

#### **N. Transportation**

The primary function of the Service Provider's detention officers (DOs) shall be to support transportation operations. However, when DOs are not providing transportation services, they may be reassigned to perform detention officer duties at other locations as directed by the Contract Officer Representative (COR) or a designated ICE official. These assignments may include, but are not limited to, escorting detainees to and from transport vehicles, monitoring detainees in custody, serving Government provided prepared meals to detainees, searching holding cells for weapons and contraband, conducting limited pat-downs, and other duties as directed by the COR or a designated ICE official.

## **VI. FACILITY SECURITY AND CONTROL**

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

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

The Service Provider shall comply with all the 2011 PBNDS pertaining to the security and control of the detention facilities. The Service Provider will adhere to local operating procedures within each facility.

### **B. Unauthorized Access**

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

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

The Service Provider shall provide direct supervision of all Level III detainees in all areas, including supervision in detainee housing 24/7 and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Service Provider shall provide direct supervision of all Level I and Level II detainees in all activity areas, to permit Detention Officers to hear and respond promptly to emergencies.

### **D. Indirect Supervision of Detainees**

The Service Provider shall provide indirect supervision of all Level I and Level II detainees in detainee housing areas, by a roving guard every 20 minutes to permit Detention Officers to hear and respond promptly to emergencies.

### **E. Logbooks**

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

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).

2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, ICE staff, or Service Provider Staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

## **F. Records and Reports**

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

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

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

## **G. Detainee Counts**

The Service Provider shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/detention->

standards/2011/ ). All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

#### **H. Daily Inspections**

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

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

#### **I. Control of Contraband**

The Service Provider shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with the 2011 PBNDS, and turned over to the COR or alternate COR on duty. The Service Provider shall document records of the searches in a logbook and forward a report to the COR within 24 hours after discovery of the contraband items.

#### **J. Keys and Access Control Devices**

The Service Provider shall adhere to key control policies, in accordance with the 2011 PBNDS

Entrance Access Controls: The Service Provider shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by the 2011 PBNDS.

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

## **K. Control of Chemicals**

The Service Provider shall adhere to, the 2011 PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

## **L. Post Orders**

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

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

## **M. Deviation from Prescribed Schedule Assignments**

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

## **N. Use of Force Policy**

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

1. The Service Provider shall adhere to the 2011 PBNDS on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
2. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.

- d. A list of all participants and witnesses (Service Providers, detainees, and ICE personnel) to incident.
  3. The calculated use of force must be in accordance with the 2011 PBNDS and requires, at a minimum, the following:
    - e. The formulation of an After Action Review Team, which must include the participation of the COR or other designee of the Field Office Director.
    - f. An After Action Report submitted to the Field Office Director and COR within 30 days of the incident, with corrective actions noted, if applicable.
    - g. Video footage of the incident must be made available for potential ICE review.

#### **O. Use of Restraints Policy**

The Service Provider shall comply with the 2011 PBNDS governing the use of restraint equipment. Restraints shall never be applied as punishment nor shall they be used for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Service Provider from using all other restraint devices.

#### **P. Intelligence Information**

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

#### **Q. Lost and Found**

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

#### **R. Escapes**

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

1. The Service Provider assumes absolute liability for the escape of any detainee in its control, subject to limitations delineated in item 5 below.

2. The Service Provider shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Service Provider Employee(s) from duty if the Service Provider Employee(s) is/are determined by the Service Provider or the COR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. ICE may make deductions due to nonperformance. It is specifically understood and agreed that the Government may not reduce the Service Provider's invoice or otherwise withhold payment from or impose any financial penalty upon the Service Provider based upon walk-aways or escapes from the facility, unless such walk-aways or escapes are the result of the Service Provider's gross negligence, it being understood and agreed that this is not a secure facility.

#### **S. Injury, Illness, and Reports**

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

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

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



## **T. Protection of Employees**

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

## **U. Medical Requests**

The Service Provider shall adhere to ICE policies and procedures regarding detainee medical requests. Please see [http://www.ice.gov/doclib/IPBND/2011/PBND/medical\\_care.pdf](http://www.ice.gov/doclib/IPBND/2011/PBND/medical_care.pdf) to view the 2011 PBND on Medical Care. If a detainee requires emergency medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Service Provider's Supervisor will, in turn, notify the medical provider as well as the COR and alternate COR.

## **V. Emergency Medical Evacuation**

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

## **W. Sanitation and Hygienic Living Conditions**

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

## **X. Facility Staffing Plan and Key Personnel**

The Service Provider shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Service Provider shall staff the post-positions in accordance with the Service Provider-submitted and Government-acknowledged Service Provider Staffing Plan. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. The Services Provider shall at all times maintain staffing levels of at least 95 percent of the levels represented in its proposal as

measured in terms of number, type, and distribution. Overtime costs must not exceed that of 10%. All Government identified mandatory posts must be filled at all times.

Each month, the Service Provider shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to maintain staffing at 95%, or to fill any individual position within 120 days of the vacancy, may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancies, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

### 1. Minimum Staffing Requirements

The Service Provider shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Service Provider shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift.

### 2. Supervisory Staffing

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

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

### 3. Key Personnel

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

The following are considered key personnel for the Agreement, (the Service Provider may use other titles):

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

b. Assistant Warden/Deputy Facility Director. The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have three to five years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.

c. Shift Supervisor (or Equivalent). Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.

d. Training Officers. Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of past 'experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to any training.

e. Quality Assurance Manager. The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or to have three to five years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. To establish and maintain a congenial line of communication with the Service Provider, the Service Provider's Warden/Facility Director and the COTR shall work together as

a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

#### 4. Organizational Chart

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

#### 5. Medical Staffing

The contractor shall provide adequate staff in order meet the PBNDS 2011 standards. For a site housing both males and females with a 14 bed medical housing unit, based on PBNDS 2011 sections 4.3 and 4.4, the contractor shall provide at a minimum the following staff for medical care:

POSITION	SHIFT 1	SHIFT 2	SHIFT 3	RELIEF FACTOR	TOTAL
<b>Division: Health Services</b>					
Health Services Administrator	1.00	0.00	0.00	1.00	1.00
Clerk	2.00	1.00	0.00	1.50	4.50
Registered Nurse - Nursing Supervisor	1.00	1.00	1.00	1.50	4.50
Licensed Practical Nurse	3.00	2.00	2.00	2.20	8.40
Physician	1.00	0.00	0.00	1.20	1.20
Mid-Level Provider	2.00	1.00	0.00	1.20	3.60
Mental Health Professional	1.00	1.00	0.00	1.20	2.40
<b>Subtotal</b>	<b>11.00</b>	<b>6.00</b>	<b>3.00</b>		<b>25.60</b>

## **VIII. HEALTH SERVICES**

The Service Provider will provide all health and medical-related services for the facility, as previously described in this PWS and consistent with PBNDS 2011 requirements.

### **A. Manage a Detainee Death in Accordance with the 2011 PBNDS on Terminal Illness, Advance Directives, and Death**

The Service Provider shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file..

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

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

## **IX. FOOD SERVICE**

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

The Service Provider shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program. The Service Provider shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the provisions of the 2011 PBNDS on Food Service.

## **X. DETAINEE SERVICES AND PROGRAMS**

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

The Service Provider shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the 2011 PBNDS on Religious Practices and relevant federal statutes.

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

The Service Provider shall develop and ensure adequate and meaningful recreation programs for detainees at the facility, consistent with the requirements of PBNDS 2011 Standard 5.4, including all optimal provisions. Detainees shall have at least four hours a day access to outdoor recreation, weather permitting. In addition to the indoor and outdoor recreation areas, the facility shall provide several multi-purpose rooms that can be used for activities such as indoor table games, watch TV, read, and generally interact with other detainees in a relaxed setting. Recreation for SMU unit will be separate from the general population and at a minimum will be two hours per day, seven days a week unless for administrative reasons restricted to at least one hour per day, seven days a week.

Indoor and outdoor areas will offer recreational equipment to provide aerobic and strength conditioning. Outside recreation activities may include handball, volleyball, basketball, soccer, or other organized activities appropriate to the needs of the population. Subject to the security needs of the facility, and using the provisions of the PBNDS 2011 as a guide, detainees will be allowed ample access to the recreation areas within the facility's perimeter. Recreation time should be no less than as specified in the optimal provisions of Standard 5.4 of PBNDS 2011.

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

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

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

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

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

#### **D. Visitation**

Visitation shall be provided within a designated area with hours , of 8am to 6pm seven days a week., consistent with the PBNDS 2011. There are specific rooms for contact visitation and family visitation. The facility shall provide multi-purpose rooms for NGOs rights presentations [and EOIR LOP programs]. These rooms shall also be available for use by consular officials.

#### **E. Law Library**

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for computers, printers, books, and materials to provide a reading area - "Law Library" - in accordance with the 2011 PBNDS on the Law Libraries and Legal Materials. Residents will have access to all required legal materials and electronic legal research capability.

#### **F. Library**

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area and detainees will be permitted to take books back to their housing area consistent with safety and security requirements.

#### **G. Barber Shop**

A barber shop, designed and equipped in accordance with ICE standards, shall be made available to ICE detainees.

#### **H. Language Access**

The Service Provider will ensure communication assistance for limited English proficient, disabled, or illiterate detainees, consistent with the requirements of PBNDS 2011. All communications with detainees required by PBNDS 2011 must be conducted in language or manner that the detainee can understand: this includes the applicable content of all instructions given to ICE detainees and copies of the Detainee Handbook. All written materials provided to detainees shall generally be



translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

Oral interpretation or assistance shall also be provided to any ICE detainee who speaks another language in which written material has not been translated or who is illiterate.

#### **I. Create and Manage a Detainee Representative Program**

The Service Provider shall create and manage a Detainee Representative Program. Functioning separately from the Detainee Grievance Program, detainees elect representatives from their living quarters to represent them in bringing issues forward to staff and/or supervisors. A facility manager shall meet with detainee housing area representatives on a scheduled basis to address detainee concerns.

#### **J. Physical Plant**

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

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

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

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC.

Whether new construction expansion or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply. E.O. 12699 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

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

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

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

**Fire Alarm Systems and Equipment** - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes. The Service Provider shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

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

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

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

The Service Provider shall provide and maintain an electronic surveillance system, which will identify any unauthorized access to the institution's perimeter.

4. ICE IT Equipment: ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure and cabling shall be provided by the Service Provider in accordance with the Structured Cable Plant Standard.

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

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

Government space shall be climate controlled and located consistent with the administrative office space for the Service Provider's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to Service Provider staff, except when specific permission is granted by on-site ICE, or OPLA staff. The Service Provider shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff. The Service Provider shall provide no less than 85 on-site parking spaces for Government use. The Service Provider shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Service Provider is required to maintain the tapes and may not release them to anyone, unless approved by DRS. The Service Provider shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

## **XI. PROPERTY ACCOUNTABILITY**

### **A. General**

The Service Provider shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

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

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

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

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

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

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

## **XII. FIREARMS / BODY ARMOR**

### **A. Firearms Requirements**

1. The Service Provider shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be reissued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.
2. Personal firearms shall not be used. A licensed gunsmith ( or certified armorer that is licensed to certify and inspect weapons for safety and accuracy) shall certify, in writing, all firearms safe and accurate.
3. Firearms shall be standard police service-type, semi-automatic or revolvers capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only - no reloads. The Service Provider shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.
4. The Service Provider shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.
5. The Service Provider shall account for all firearms and ammunition daily.
6. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.
7. All firearms shall be licensed by the State.
8. Firearms will be inspected. This shall be documented by the Warden/Facility Director.
9. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
10. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
11. Firearms shall be carried with the safety on, if applicable, without a round in the chamber.
12. The Service Provider shall maintain appropriate and ample supplies of firearms upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The Service Provider shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.
14. These lists shall be kept current through the terms of the contract and posted within each firearm's safe.
15. The Service Provider shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.
16. A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

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

#### **B. Body Armor Requirements**

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

EHS will provide a basic dental program, which will meet the requirements set out by the IHSC. The goal is to provide urgent dental treatment for: relief from pain, to prevent or eliminate infection, and to maintain adequate dental functions and mastication. Offenders will receive instruction in oral health. Emergency dental services will be available on a twenty-four (24) hour-a-day basis. Oral screening and a dental history are included in the fourteen (14) day health assessment, which is placed in the offender medical record. Offenders will submit a Sick Call Request for dental needs and be triaged. Patients will be referred for treatment by a licensed dentist when necessary. Treatment, not limited to extractions, will be provided according to policy and the dentist's judgment that care is necessary for maintaining the offender's health. In the staffing plan, EHS has a .4 FTE dentist and a .4 dental assistant (LPN).

***Additionally, IHSC has provided us with language concerning medical staffing for the IGSA, and this has been inserted to Article 6 of the IGSA. IHSC, also, provided us with a recommended minimum medical staffing plan for a population of 706. This medical staffing plan information has been inserted to the PWS under Section X, Facility Staffing Plan and Key Personnel. Can you please review and incorporate these changes and let us know of any cost impact***

Emerald Healthcare Systems (EHS) acknowledges and will comply with the additional language inserted into Article 6 of the IGSA. Generally, Emerald Healthcare Systems shall:

Provide services including but not limited to: all professional medical, dental, vision and related health care and administrative services including mental health care and pharmacy for offenders in accordance with the 2011 PBNDS and/or the ICE Family Residential Standards.

Services shall include but not be limited to:

- an intake screening;
- a comprehensive health evaluation,
- regularly scheduled sick call,
- twenty-four hour nursing care,
- regular physician, and dental services,
- management of chronic and infectious disease,
- training and education services to staff, officers and offenders,
- medical specialty services,
- emergency medical care,
- emergency ambulance services when medically necessary,
- medical records management,
- administrative support services and other services.



EHS will provide a total pharmaceutical system. The system shall include prescription medications and over-the-counter medications per the current IHSC formulary along with all required vaccinations per the CDC recommendations and IHSC policy for certain populations. The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include; approved non-formulary meds, or any approved newly marketed medication not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary. The mechanism for payment for retail purchases of medications and durable medical equipment will be made available through the IHSC Field Medical Coordinator.

Specialty services shall include, but shall not be limited to, radiology services and laboratory services to the extent reasonably necessary in the opinion of a medical professional. When non-emergency specialty care is required and cannot be rendered at the facility(s), EHS shall arrange with the Warden for the transportation of the offender(s). All necessary care that can be provided on-site shall be arranged. CLIA-waived tests (pregnancy, blood sugar, etc.,) will be performed on-site. Any specialty services, including diagnostic testing and radiology services, require recommendation by the Facility Medical Director and approval by the Corporate Medical Director using the Utilization Management process. Off-site labs will be approved through the Medpar system and paid for by IHSC.

EHS will provide all forms, records, files and supplies necessary to provide the required services, and has already created forms, policies and procedures reflecting compliance.

Emergency services as are medically necessary shall be provided to offenders through arrangements to be determined by EHS and local hospitals. EHS will provide emergency triage and necessary treatment for any individual visiting, housed or working at the facility(s) and will arrange emergency ambulance transportation services when medically necessary emergency medical treatment is required. EHS shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall EHS or detainee incur any financial liability related to such services. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post approval for emergent care will be the IHSC FMC assigned to this location

Hospitalization services arrangements shall be made by EHS for any offender who requires hospitalization. A licensed physician employed by EHS shall be responsible for making hospitalization decisions. Nevertheless, it is the intent of the facility(s) to limit this exposure. EHS will demonstrate a utilization management program that will minimize healthcare costs and provide constitutionally required healthcare. EHS shall furnish a twenty-four (24) hour/seven day per week emergency medical care contact list, which must include local hospitals and other offsite service providers. The Service Provider shall ensure they have access to an offsite emergency medical provider at all times.

EHS will make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility.

EHS will prepare and maintain a health record for each offender committed to the facility. These records shall be made available upon request. A full copy of the medical records shall be transferred with the detainee unless extenuating circumstances make this impossible in the case of transfer to an IGSA, in which case the full medical record will follow as soon as practicable. A transfer summary shall accompany the detainee outlining necessary care during transit to current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel.

EHS will provide all required licenses necessary to render all services within the facility and will ensure that all personnel assigned to the facility(s) to render services shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. EHS shall retain, at a minimum, enough medical staff and appropriately trained and qualified personnel per shift to ensure appropriate access to and delivery of care as addressed in 2011 PBNDS and as approved by IHSC at the time of implementation of this contract.

EHS shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four hours per day, seven days per week including an on call physician, dentist and mental health professional or designee, available 24 hours per day. EHS shall ensure that its employees solicit each detainee for health requests and deliver them in writing to the medical and health care staff to be reviewed daily.

EHC shall furnish on site health care under this Agreement as defined by the Facility Health Administrator and as approved by the ICE Health Authority. The facility shall not charge an ICE detainee a fee or copayment for medical services or treatment provide at the Facility. EHS shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates and as spelled out in 2011 PBNDS.

Onsite Health care personnel shall perform an initial medical screening within twelve hours of arrival to the Facility.

Arrival screening shall cover all elements required by PBNDS 2011.

Required testing for TB infection and/or disease using any Food and Drug Administration approved method and recording the history of past and present illnesses, Initial screening will contain height, weight and a complete set of vital signs. Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern.

A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee's arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with PBNDS 2011, the FRS, Detention, National Commission on Correctional Health Care (NCCHC) and ACA standards based on which standards are applicable under this agreement.

If determined that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), EHS

shall notify ICE through the Field Office representative. Upon such notification, EHS shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

EHS shall submit a Medical Payment Authorization Request (Medpar) to IHSC for payment for off-site medical care (e.g. offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the Medpar User Guide.

EHS will perform TB screening as part of the routine intake screening, within 12 hours of detainee admission, early detection of any detainee suspected of having TB disease. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)] and result with a TST interpretation or IGRA positive for TB infection and no symptoms suggestive of TB disease must be evaluated with a chest radiograph within 5 days after the TST is interpreted or IGRA result is received.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the PBNDS and all applicable CDC guidelines. It will not necessary to house detainees separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detainees who refuse the screening assessment for TB.

EHS will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the alien number with other identifying information. For detainees with confirmed or suspected TB disease, the Service Provider will coordinate with IHSC and the local health department prior to release to facilitate release planning and referrals for continuity of care

EHS will evaluate detainees annually for symptoms, consistent with TB, within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

EHS responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This will be accomplished through professional interpretation and translation or qualified

bilingual personnel for necessary communication with residents who do not speak or understand English. Oral interpretation will be provided for residents who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider will utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom.

It is EHS obligation that residents with disabilities (e.g. physical, mental, intellectual, developmental) are housed/served in the least restrictive environment and that reasonable modifications be provided to allow individuals with disabilities to have equal opportunity to participate in programs and services. EHS will use auxiliary aids and necessary assistive devices for residents who because of a disability need additional communication support.

Employee health files for each employee will be maintained on site, in a locked cabinet by the Health Services Administrator or the employer's designee. Health files will be maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Annual respirator medical clearance.
- f. Fit test results.
- g. Other employee health documents.

EHS will initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All contract personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
  - a. Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable; and
  - b. Additionally, on an annual basis and at own expense, contractor will provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

## 2. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- b. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form.

EHS will recommend vaccinations for custody staff in the detention environment; Custody workers are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations will be recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required.

- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

Custody staff will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. CDCs Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC)

U.S. Department of Homeland Security  
Immigration and Customs Enforcement



OFFICIAL DETAIL

(1) Day Shift     (2) Swing Shift     (3) Graveyard Shift

Location: \_\_\_\_\_

CC (COTR): \_\_\_\_\_

Vehicle # \_\_\_\_\_

To: \_\_\_\_\_

(Immigration Enforcement Agent) \_\_\_\_\_

Ordered to Escort Alien(s): **Attach a list of all detainees including A#s**

\*\*\* Use of proper restraints in accordance to current restraint policy \*\*\*

Beginning at: \_\_\_\_\_  AM  PM on \_\_\_\_\_

You are directed to perform the escort duties in the case of the above alien(s) as follows:

Pick Up at: \_\_\_\_\_

Deliver to: \_\_\_\_\_

Other \_\_\_\_\_

Check out at Desk and check ENFORCE. Databases and I-216. Ensure that you have all Detainee MONEY AND PROPERTY

Upon conclusion of this detail, you will complete your report in the spaces provided below and account for all time, which is chargeable to it, returning this Order to this office immediately.

Signature of Supervisor: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Report Date: \_\_\_\_\_ Time Accounting: \_\_\_\_\_ A.M.  
EOD For this detail at: \_\_\_\_\_ P.M.

I hereby certify I have complied with the above Order exactly as directed. If not, explain exceptions below: \_\_\_\_\_ A.M.  
Returned from Detail at: \_\_\_\_\_ P.M.

Time Charged to:  
Conveyance, Productive: \_\_\_\_\_ Hours

Conveyance, Lost Time: \_\_\_\_\_ Hours

Total hours for this detail: \_\_\_\_\_ Hours

Signature of Escorting Agent(s): \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

ACCOUNTABILITY SHEET

Time

Mileage

Destination

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Depart: \_\_\_\_\_

Arrive: \_\_\_\_\_

Total Time Used: \_\_\_\_\_ Hours

Total Mileage: \_\_\_\_\_ Miles

Comments

**VEHICLE ASSESSMENT - Van Inspection Sheet**

Date: \_\_\_\_\_

Fleet#: \_\_\_\_\_

Starting Mileage: \_\_\_\_\_

Circle Shift # **1 2 3** Agent's Signature: \_\_\_\_\_  
 Print or Type Name & Badge #:

Ending Mileage: \_\_\_\_\_

Gallons Purchased

Cost

FUEL: \_\_\_\_\_

OK

Needed

Quantity Purchased

Cost

- Oil Level Checked \_\_\_\_\_
- Transmission Fluid \_\_\_\_\_
- Coolant \_\_\_\_\_
- Tires \_\_\_\_\_
- Spare Tire \_\_\_\_\_
- Undercarriage / Body (If damaged, describe below) \_\_\_\_\_
- Jack / Tire Irons \_\_\_\_\_
- Emergency Kit (Triangles, First Aid Kit, Fire Extinguisher) \_\_\_\_\_
- Cleanliness Inside  Outside
- Restraints \_\_\_\_\_



	Brief Description and Location of Damage	Officer Signature	SIEA Signature
1.			
2.			
3.			
4.			
5.			



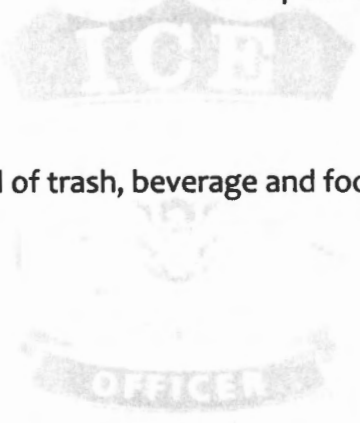
### Post Trip Vehicle Inspection

Complete this form at the conclusion of each detail

	YES	NO
Interior inspection of detainee seating area completed?	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
Exterior inspection completed?	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
Driver Compartment cleared of trash, beverage and food containers?	<input type="checkbox"/>	<input type="checkbox"/>



## Fuel Level

(E - - - - 1/2 - - - - F)

Draw a line (above) at the current fuel level of the vehicle

Signature of Inspecting IEA: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print or Type Name & Badge #:

Signature of Reviewing SIEA: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print or Type Name & Badge #:

**VEHICLE ASSESSMENT - Bus Inspection Sheet**

Date: \_\_\_\_\_

Fleet# \_\_\_\_\_

Starting Mileage: \_\_\_\_\_

Circle Shift # **1 2 3**

Agent's

Ending Mileage: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name & Badge #:

Gallons Purchased

Cost

FUEL: \_\_\_\_\_

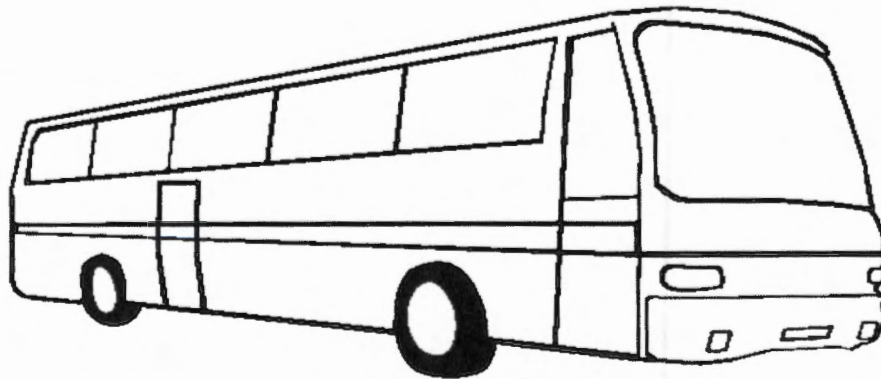
OK

Needed

Quantity Purchased

Cost

- Oil Level Checked \_\_\_\_\_
- Transmission Fluid \_\_\_\_\_
- Coolant \_\_\_\_\_
- Tires \_\_\_\_\_
- Spare Tire \_\_\_\_\_
- Undercarriage / Body (If damaged, describe below)
- Jack / Tire Irons \_\_\_\_\_
- Emergency Kit (Triangles, First Aid Kit, Fire Extinguisher)
- Cleanliness    Inside     Outside
- Restraints



	Brief Description and Location of Damage	Officer Signature	SIEA Signature
1.			
2.			
3.			
4.			
5.			



## **ATTACHMENT 12: DHS PREA STANDARDS**

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede:

### **115.6 Definitions Related to Sexual Abuse and Assault**

- (1) Sexual abuse includes –
  - (a) Sexual abuse and assault of a detainee by another detainee; and
  - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.
  
- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
  - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
  - (b) Contact between the mouth and the penis, vulva, or anus;
  - (c) Penetration, however, slight, of the anal or genital opening of another person by a hand or finger or by any object;
  - (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
  - (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.
  
- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
  - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
  - (b) Contact between the mouth and the penis, vulva, or anus;
  - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where

the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
- (f) Repeated verbal statements or comments of a sexual nature to a detainee;
- (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
- (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

## **PREVENTION PLANNING**

### **115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.**

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

### **115.13 Detainee supervision and monitoring.**

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well

as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

**115.15 Limits to cross-gender viewing and searches.**

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

**115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.**

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and

expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.
- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

#### **115.17 Hiring and promotion decisions.**

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background

records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.

- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

#### **115.18 Upgrades to facilities and technologies.**

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

### **RESPONSIVE PLANNING**

#### **115.21 Evidence protocols and forensic medical examinations.**

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available



to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.

- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

#### **115.22 Policies to ensure investigation of allegations and appropriate agency oversight.**

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint

Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

## **TRAINING AND EDUCATION**

### **115.31 Staff training.**

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
  - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
  - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
  - (c) Definitions and examples of prohibited and illegal sexual behavior;
  - (d) Recognition of situations where sexual abuse may occur;
  - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
  - (f) How to avoid inappropriate relationships with detainees;
  - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
  - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
  - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

### **115.32 Other training.**

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.

- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

### **115.33 Detainee education.**

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
  - (a) Prevention and intervention strategies;
  - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
  - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
  - (d) Information about self-protection and indicators of sexual abuse;
  - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
  - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
  - (a) The DHS-prescribed sexual assault awareness notice;
  - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
  - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

### **115.34 Specialized training: Investigations.**

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

#### **115.35 Specialized training: Medical and mental health care.**

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

### **ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS**

#### **115.41 Assessment for risk of victimization and abusiveness.**

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
  - (a) Whether the detainee has a mental, physical, or developmental disability;
  - (b) The age of the detainee;
  - (c) The physical build and appearance of the detainee;
  - (d) Whether the detainee has previously been incarcerated or detained;
  - (e) The nature of the detainee's criminal history;
  - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
  - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
  - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
  - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive

information is not exploited to the detainee's detriment by staff or other detainees or inmates.

**115.42 Use of assessment information.**

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

**115.43 Protective custody.**

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:

- (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
  - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

## **REPORTING**

### **115.51 Detainee reporting.**

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

### **115.52 Grievances.**

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.

- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

**115.53 Detainee access to outside confidential support services.**

- (1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

**115.54 Third-party reporting.**

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

**OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT**

**115.61 Staff reporting duties.**

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

#### **115.62 Protection duties.**

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

#### **115.63 Reporting to other confinement facilities.**

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

#### **115.64 Responder duties.**

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
  - (a) Separate the alleged victim and abuser;
  - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
  - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
  - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.



#### **115.65 Coordinated response.**

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

#### **115.66 Protection of detainees from contact with alleged abusers.**

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

#### **115.67 Agency protection against retaliation.**

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

#### **115.68 Post-allegation protective custody.**

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

### **INVESTIGATIONS**

### **115.71 Criminal and administrative investigations.**

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
  - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
  - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
  - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
  - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
  - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
  - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
  - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

## **DISCIPLINE**

### **115.76 Disciplinary sanctions for staff.**

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

#### **115.77 Corrective action for contractors and volunteers.**

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

#### **115.78 Disciplinary sanctions for detainees.**

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental

illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

## **MEDICAL AND MENTAL CARE**

### **115.81 Medical and mental health assessments; history of sexual abuse.**

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

### **115.82 Access to emergency medical and mental health services.**

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

### **115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.**

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful

pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

## **DATA COLLECTION AND REVIEW**

### **115.86 Sexual abuse incident reviews.**

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

### **115.87 Data collection.**

- (1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

## **AUDITS AND COMPLIANCE**

**115.93 Audits of standards.**

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

**ADDITIONAL PROVISIONS IN AGENCY POLICIES**

**115.95 Additional provisions in agency policies.**

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.

U.S. Department of Homeland Security  
Immigration and Customs Enforcement



OFFICIAL DETAIL

(1) Day Shift     (2) Swing Shift     (3) Graveyard Shift

Location: \_\_\_\_\_  
CC (COTR): \_\_\_\_\_  
Vehicle # \_\_\_\_\_

To: \_\_\_\_\_  
(Immigration Enforcement Agent) \_\_\_\_\_

Ordered to Escort Alien(s): **Attach a list of all detainees including A#s**

**\*\*\* Use of proper restraints in accordance to current restraint policy \*\*\***

Beginning at: \_\_\_\_\_  AM  PM on \_\_\_\_\_

You are directed to perform the escort duties in the case of the above alien(s) as follows:

Pick Up at: \_\_\_\_\_

Deliver to: \_\_\_\_\_

Other \_\_\_\_\_

**Check out at Desk and check ENFORCE, Databases and I-216. Ensure that you have all Detainee MONEY AND PROPERTY**

Upon conclusion of this detail, you will complete your report in the spaces provided below and account for all time, which is chargeable to it, returning this Order to this office immediately.

Signature of Supervisor: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Report Date: \_\_\_\_\_ Time Accounting: \_\_\_\_\_ A.M.  
EOD For this detail at: \_\_\_\_\_ P.M.

I hereby certify I have complied with the above Order exactly as directed. If not, explain exceptions below:  
Returned from Detail at: \_\_\_\_\_ A.M.  
P.M.

Time Charged to:  
Conveyance, Productive: \_\_\_\_\_ Hours

Conveyance, Lost Time: \_\_\_\_\_ Hours

Total hours for this detail: \_\_\_\_\_ Hours

Signature of Escorting Agent('s): \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

ACCOUNTABILITY SHEET

	Time	Mileage	Destination
Depart:			
Arrive:			
Depart:			
Arrive:			
Depart:			
Arrive:			
Depart:			
Arrive:			
Depart:			
Arrive:			
Depart:			
Arrive:			
Depart:			
Arrive:			

Total Time Used: \_\_\_\_\_ Hours

Total Mileage: \_\_\_\_\_ Miles

Comments

Large empty rectangular area for writing comments.



# VEHICLE ASSESSMENT - Van Inspection Sheet

Date: \_\_\_\_\_

Fleet#: \_\_\_\_\_

Starting Mileage: \_\_\_\_\_

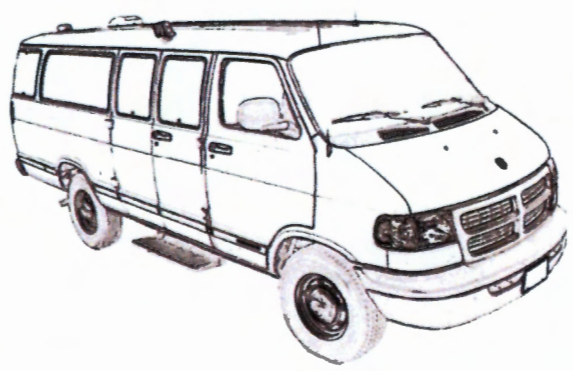
Circle Shift # **1 2 3** Agent's Signature: \_\_\_\_\_  
 Print or Type Name & Badge #:

Ending Mileage: \_\_\_\_\_

Gallons Purchased                      Cost

FUEL: \_\_\_\_\_

- | OK                       | Needed                   |   | Quantity Purchased | Cost  |
|--------------------------|--------------------------|---|--------------------|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | Oil Level Checked   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmission Fluid  | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Coolant   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Tires   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Spare Tire  | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Undercarriage / Body (If damaged, describe below)                               | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Jack / Tire Irons   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Emergency Kit (Triangles, First Aid Kit, Fire Extinguisher)                     | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Cleanliness    Inside <input type="checkbox"/> Outside <input type="checkbox"/> | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Restraints  | _____              | _____ |



	Brief Description and Location of Damage	Officer Signature	SIEA Signature
1.			
2.			
3.			
4.			
5.			

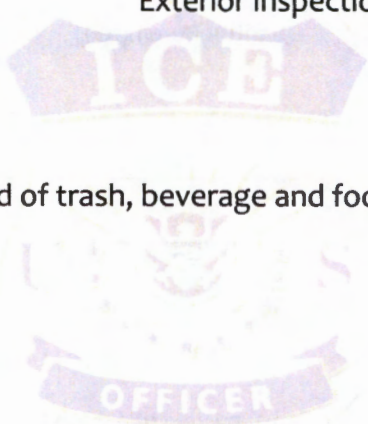
Post Trip Vehicle Inspection

Complete this form at the conclusion of each detail

	<b>YES</b>	<b>NO</b>
Interior inspection of detainee seating area completed?		

	<b>YES</b>	<b>NO</b>
Exterior inspection completed?		

	<b>YES</b>	<b>NO</b>
Driver Compartment cleared of trash, beverage and food containers?		



Fuel Level

(E - - - - 1/2 - - - - F)

Draw a line (above) at the current fuel level of the vehicle

Signature of Inspecting IEA: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print or Type Name & Badge #: \_\_\_\_\_

Signature of Reviewing SIEA: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print or Type Name & Badge #: \_\_\_\_\_

# VEHICLE ASSESSMENT - Bus Inspection Sheet

Date: \_\_\_\_\_

Fleet# \_\_\_\_\_

Starting Mileage: \_\_\_\_\_

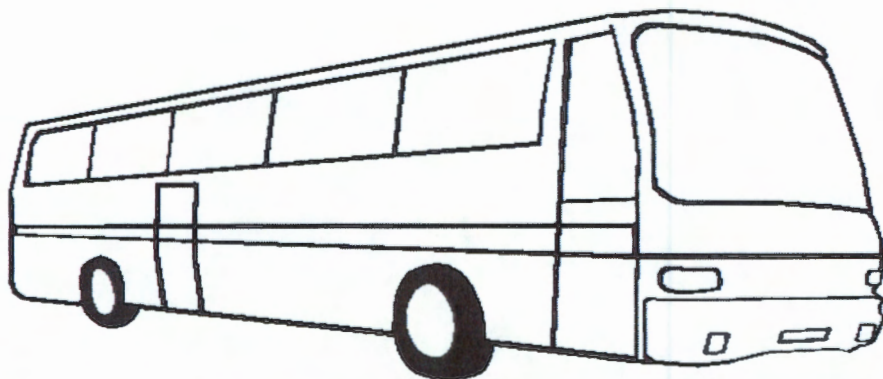
Circle Shift # **1 2 3**

Agent's Signature: \_\_\_\_\_  
 Print or Type Name & Badge #:

Ending Mileage: \_\_\_\_\_

	Gallons Purchased	Cost
FUEL:	_____	_____

- | OK                       | Needed                   |   | Quantity Purchased | Cost  |
|--------------------------|--------------------------|---|--------------------|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | Oil Level Checked   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmission Fluid  | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Coolant   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Tires   | _____              | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Spare Tire  |                    |       |
| <input type="checkbox"/> | <input type="checkbox"/> | Undercarriage / Body (If damaged, describe below)                               |                    |       |
| <input type="checkbox"/> | <input type="checkbox"/> | Jack / Tire Irons   |                    |       |
| <input type="checkbox"/> | <input type="checkbox"/> | Emergency Kit (Triangles, First Aid Kit, Fire Extinguisher)                     |                    |       |
| <input type="checkbox"/> | <input type="checkbox"/> | Cleanliness    Inside <input type="checkbox"/> Outside <input type="checkbox"/> |                    |       |
| <input type="checkbox"/> | <input type="checkbox"/> | Restraints  |                    |       |



	Brief Description and Location of Damage	Officer Signature	SIEA Signature
1.			
2.			
3.			
4.			
5.			

Attachment 9

U.S. Department of Homeland Security  
801 I Street, NW, Suite 910-10  
Washington, D.C. 20536



U.S. Immigration  
and Customs  
Enforcement

HOLD HARMLESS AGREEMENT

BETWEEN \_\_\_\_\_  
AND THE

U.S. DEPARTMENT OF HOMELAND SECURITY,  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (referred to herein as "Contractor") and the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement ("ICE").

1. **Driver of Vehicle.** The ICE Vehicle(s) may be driven only by designated employees of the Contractor. The Contractor shall ensure, and assumes the duty, that all its drivers of ICE Vehicles will meet all medical and legal requirements for driving, including that the driver will:
- (a) be over 21 years of age, unless a state law prohibits setting an age requirement;
  - (b) be a CDL qualified and licensed driver;
  - (c) be a driver whose driver's license, in any state, has not been revoked or suspended within the previous three (3) years, even if he or she now possesses a valid driver's license;
  - (d) not operate the vehicle under the influence of alcohol or other intoxicants, such as drugs or narcotics, or under any other physical or mental impairment which adversely affects driver's ability to operate the ICE Vehicle; and
  - (e) not carry more passengers than available seatbelts.

2. **Return of Vehicle.** The ICE Vehicle shall be returned to ICE, in the same condition as when received, ordinary wear and tear expected. The Contractor will perform any cleaning or repairs necessary to return the ICE Vehicle to the required condition. The determination as to the condition of the vehicle shall be made solely by ICE. The amount of time the Contractor can use an ICE Vehicle shall be determined by ICE.

3. **Self-Insured:** The Contractor, \_\_\_\_\_, is self-insured. The Contractor agrees to cover any damages to the ICE Vehicle or to other parties for the negligence of its employees driving ICE Vehicles. The Contractor agrees to cooperate with ICE if any claim is made, and to cooperate with ICE in any investigation involving an ICE Vehicle which was driven by a Contractor employee or sub-contractor.

4. **Other Liability.** The Contractor assumes all risks from the use of the ICE Vehicle. The Contractor is responsible for damages to the Contractor's property or goods left or stored in the ICE Vehicle. The Contractor agrees not to hold ICE liable for damage from downtime, materials, or other consequential damages resulting from the use of the ICE Vehicle. The Contractor releases and holds ICE, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs, and expenses arising out of the Contractor's use or possession of the vehicle, including, but not limited to, any and all fines, penalties, and forfeitures imposed by any governmental entity and, to the extent not covered by insurance. The Contractor shall additionally hold ICE harmless for all loss, liability, and expense in excess of the limits of liability provided for herein as a result of injury, death, or property damage arising out of the Contractor's use of the vehicle. Neither the Contractor nor any other driver of the ICE Vehicle shall be deemed the agent, servant, or employee of ICE for any reason or any purpose.

**Attachment 9**

**5. Accidents.** The Contractor will immediately report any accidents or damage to the vehicle and shall deliver to ICE any document received by the Contractor relating to any claim, suit, or proceeding connected with any accident or event involving the vehicle.

**6. Warranty Disclaimer.** ICE disclaims any and all warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing, or usage of trade. Furthermore and specifically, ICE does not warrant and specifically disclaims any warranty that an ICE Vehicle will always be available for your use and that an ICE Vehicle will be without need of repair or in good working order. ICE does not warrant the actions or omissions of a manufacturer or repairer of the ICE vehicle.

**7. Indemnification of ICE.** The Contractor shall hold harmless ICE, and its officers, agents, employees, and each of them, from and against any and all third party claims, demands, causes of action, costs, damages, expenses, losses and liabilities (including reasonable attorneys' fees) incurred or to be incurred, arising out of or resulting from, your operation of the ICE Vehicle.

SERVICE PROVIDER

Name

Signature

Date;

IMMIGRATION AND CUSTOMS  
ENFORCEMENT

Name

ICE Contracting Officer

Signature

Date:

Instructions: Please complete with greatest expedition.

Case No.	Locations							Case Data			
	Stage	Stage	Stage	Stage	Stage	Stage	Age of Stock (M, T, G, W, F, S, H)	Prevalence of Stock (with, carry-over with, etc.)	Type of Stock (English)	Disposition (Please enter number of deaths, percentage of survivors, etc.)	Please provide any comments regarding this matter.
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					1120 Miles Total, each up to 3 Miles.
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					1120 Miles Total, 6 hrs total
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					400 Miles Total, 1.0 hr
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					6.0 hrs - 400 Miles
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					6.0 hrs - 400 Miles
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					2.0 hrs - 100 Miles
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					6.0 hrs - 400 Miles
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					6.0 hrs - 400 Miles
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
1000000000	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6					6.0 hrs - 400 Miles
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					
	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000					



## **ATTACHMENT 12: DHS PREA STANDARDS**

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede:

### **115.6 Definitions Related to Sexual Abuse and Assault**

- (1) Sexual abuse includes –
  - (a) Sexual abuse and assault of a detainee by another detainee; and
  - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.
  
- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
  - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
  - (b) Contact between the mouth and the penis, vulva, or anus;
  - (c) Penetration, however, slight, of the anal or genital opening of another person by a hand or finger or by any object;
  - (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
  - (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.
  
- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
  - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
  - (b) Contact between the mouth and the penis, vulva, or anus;
  - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where



the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
- (f) Repeated verbal statements or comments of a sexual nature to a detainee;
- (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
- (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

## **PREVENTION PLANNING**

### **115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.**

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

### **115.13 Detainee supervision and monitoring.**

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well

as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

**115.15 Limits to cross-gender viewing and searches.**

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

**115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.**

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and

expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.
- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

#### **115.17 Hiring and promotion decisions.**

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background

records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.

- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

#### **115.18 Upgrades to facilities and technologies.**

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

### **RESPONSIVE PLANNING**

#### **115.21 Evidence protocols and forensic medical examinations.**

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available

to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.

- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

#### **115.22 Policies to ensure investigation of allegations and appropriate agency oversight.**

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint

Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

## **TRAINING AND EDUCATION**

### **115.31 Staff training.**

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
  - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
  - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
  - (c) Definitions and examples of prohibited and illegal sexual behavior;
  - (d) Recognition of situations where sexual abuse may occur;
  - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
  - (f) How to avoid inappropriate relationships with detainees;
  - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
  - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
  - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

### **115.32 Other training.**

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.

- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

### **115.33 Detainee education.**

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
  - (a) Prevention and intervention strategies;
  - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
  - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
  - (d) Information about self-protection and indicators of sexual abuse;
  - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
  - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
  - (a) The DHS-prescribed sexual assault awareness notice;
  - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
  - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

### **115.34 Specialized training: Investigations.**

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

**115.35 Specialized training: Medical and mental health care.**

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

**ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS**

**115.41 Assessment for risk of victimization and abusiveness.**

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
  - (a) Whether the detainee has a mental, physical, or developmental disability;
  - (b) The age of the detainee;
  - (c) The physical build and appearance of the detainee;
  - (d) Whether the detainee has previously been incarcerated or detained;
  - (e) The nature of the detainee's criminal history;
  - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
  - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
  - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
  - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive



information is not exploited to the detainee's detriment by staff or other detainees or inmates.

**115.42 Use of assessment information.**

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

**115.43 Protective custody.**

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:

- (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
  - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

## **REPORTING**

### **115.51 Detainee reporting.**

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

### **115.52 Grievances.**

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.

- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

**115.53 Detainee access to outside confidential support services.**

- (1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

**115.54 Third-party reporting.**

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

**OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT**

**115.61 Staff reporting duties.**

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

#### **115.62 Protection duties.**

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

#### **115.63 Reporting to other confinement facilities.**

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

#### **115.64 Responder duties.**

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
  - (a) Separate the alleged victim and abuser;
  - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
  - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
  - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

**115.65 Coordinated response.**

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

**115.66 Protection of detainees from contact with alleged abusers.**

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

**115.67 Agency protection against retaliation.**

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

**115.68 Post-allegation protective custody.**

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

**INVESTIGATIONS**

### **115.71 Criminal and administrative investigations.**

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
  - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
  - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
  - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
  - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
  - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
  - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
  - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

### **DISCIPLINE**

#### **115.76 Disciplinary sanctions for staff.**

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

#### **115.77 Corrective action for contractors and volunteers.**

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

#### **115.78 Disciplinary sanctions for detainees.**

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental

illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

## **MEDICAL AND MENTAL CARE**

### **115.81 Medical and mental health assessments; history of sexual abuse.**

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

### **115.82 Access to emergency medical and mental health services.**

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

### **115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.**

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful



pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

## **DATA COLLECTION AND REVIEW**

### **115.86 Sexual abuse incident reviews.**

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

### **115.87 Data collection.**

- (1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

## **AUDITS AND COMPLIANCE**

Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

## **TRAINING AND EDUCATION**

### **115.31 Staff training.**

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
  - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
  - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
  - (c) Definitions and examples of prohibited and illegal sexual behavior;
  - (d) Recognition of situations where sexual abuse may occur;
  - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
  - (f) How to avoid inappropriate relationships with detainees;
  - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
  - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
  - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

### **115.32 Other training.**

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.

- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

### **115.33 Detainee education.**

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
  - (a) Prevention and intervention strategies;
  - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
  - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
  - (d) Information about self-protection and indicators of sexual abuse;
  - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
  - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
  - (a) The DHS-prescribed sexual assault awareness notice;
  - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
  - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

### **115.34 Specialized training: Investigations.**

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

#### **115.35 Specialized training: Medical and mental health care.**

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

### **ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS**

#### **115.41 Assessment for risk of victimization and abusiveness.**

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
  - (a) Whether the detainee has a mental, physical, or developmental disability;
  - (b) The age of the detainee;
  - (c) The physical build and appearance of the detainee;
  - (d) Whether the detainee has previously been incarcerated or detained;
  - (e) The nature of the detainee's criminal history;
  - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
  - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
  - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
  - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive

information is not exploited to the detainee's detriment by staff or other detainees or inmates.

**115.42 Use of assessment information.**

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

**115.43 Protective custody.**

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:

- (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
  - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

## **REPORTING**

### **115.51 Detainee reporting.**

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

### **115.52 Grievances.**

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.

- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

**115.53 Detainee access to outside confidential support services.**

- (1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

**115.54 Third-party reporting.**

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

**OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT**

**115.61 Staff reporting duties.**

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

#### **115.62 Protection duties.**

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

#### **115.63 Reporting to other confinement facilities.**

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

#### **115.64 Responder duties.**

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
  - (a) Separate the alleged victim and abuser;
  - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
  - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
  - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.



#### **115.65 Coordinated response.**

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

#### **115.66 Protection of detainees from contact with alleged abusers.**

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

#### **115.67 Agency protection against retaliation.**

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

#### **115.68 Post-allegation protective custody.**

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

## **INVESTIGATIONS**

**115.71 Criminal and administrative investigations.**

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
  - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
  - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
  - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
  - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
  - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
  - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
  - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

**DISCIPLINE**

**115.76 Disciplinary sanctions for staff.**

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

#### **115.77 Corrective action for contractors and volunteers.**

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

#### **115.78 Disciplinary sanctions for detainees.**

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental

illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

## **MEDICAL AND MENTAL CARE**

### **115.81 Medical and mental health assessments; history of sexual abuse.**

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

### **115.82 Access to emergency medical and mental health services.**

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

### **115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.**

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful

pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

## **DATA COLLECTION AND REVIEW**

### **115.86 Sexual abuse incident reviews.**

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

### **115.87 Data collection.**

- (1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

## **AUDITS AND COMPLIANCE**

**115.93 Audits of standards.**

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

**ADDITIONAL PROVISIONS IN AGENCY POLICIES**

**115.95 Additional provisions in agency policies.**

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.