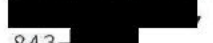
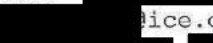
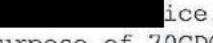
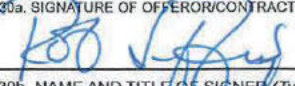
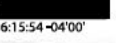
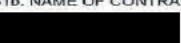


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 4							
2. CONTRACT NO. 70CDCR25DIG000041		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL: 				b. TELEPHONE NUMBER (No collect calls)			8. OFFER DUE DATE/LOCAL TIME						
9. ISSUED BY CODE 70CDCR DETENTION COMPLIANCE AND REMOVALS ICE Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561612 SIZE STANDARD: \$29									
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ☐ ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)			13b. RATING 14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)						
15. DELIVER TO CODE ICE/Detention Compliance & Removals ICE Office of Acquisition Management 500 12th St SW Washington DC 20024				16. ADMINISTERED BY CODE ICE/DCR									
17a. CONTRACTOR/ OFFEROR CODE H89XJEXF7K38 FACILITY CODE NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES ATTN ROB JEFFREYS FOLSOM WEST PROSPECTOR PLACE BLDG 1 P O BOX 94661 LINCOLN NE 685094661 TELEPHONE NO. 4024795974				18a. PAYMENT WILL BE MADE BY CODE ICE/ERO/FOD/FSP ICE/ERO/FOD/FSP WWW.IPP.GOV									
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT		
		UEI: H89XJEXF7K38 CONTACT INFORMATION COR:  @ice.dhs.gov, (612) 843-  Alt COR:  ice.dhs.gov, (515) 201-  CO:  @ice.dhs.gov, (202) 505-  CS:  ice.dhs.gov, (771) 233-  The purpose of 70CDCR25DIG000041 is to establish (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See schedule								26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00					
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.													
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.													
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.								☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  Digitally signed by  for  Date: 2025.09.30 16:15:54 -04'00'									
30b. NAME AND TITLE OF SIGNER (Type or print) Rob Jeffreys, Director				30c. DATE SIGNED 9/30/25				31b. NAME OF CONTRACTING OFFICER (Type or print) 				31c. DATE SIGNED 09/30/2025	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE								STANDARD FORM 1449 (REV. 11/2021) Prescribed by GSA - FAR (48 CFR) 53.212					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	an Inter-Governmental Service Agreement (IGSA) between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and the Nebraska Department of Correctional Services (NDCS), for the provision of detention, transportation and guard services for ICE detainees at 2309 North Highway 83, McCook, Nebraska 69001. The period of performance/ordering period for this IGSA is 09/30/2025 to 9/29/2027. The dates for the annual pricing are as follows: IGSA Base Year: 09/30/2025 – 09/29/2026 IGSA Year 1: 09/30/2026 – 09/29/2027 A new wage determination will be incorporated into this agreement annually. This action does not obligate any funds. Services shall only be provided when authorized through a funded task order. Annual task orders will be placed against this IGSA. The service provider shall not accept any instruction that results in a change to the services details in the IGSA from an entity or individual other than the Contracting Officer. The following documents constitute the complete agreement and are hereby incorporated into this award: Attachment A: Standard Form 1449 Attachment B: McCook, NE IGSA Attachment B Addendum: Proposed Ramp Up Timeline Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR25DIG000041

PAGE OF

3

4

NAME OF OFFEROR OR CONTRACTOR

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Attachment 1 - Title 29, Part Labor Standards for Federal Service Contracts Attachment 2 - Wage Determination 2015-5357 Rev. 2, Dated 07/08/2025 Attachment 3 - Quality Assurance Surveillance Plan and Performance Requirement Summary Attachment 3A - Contract Deficiency Report Template Attachment 4 - Quality Control Plan Attachment 5 - Prison Rape Elimination Act (PREA) Regulations Attachment 6 - Detention-Transportation Invoice Supporting Documentation Template Attachment 7 - Combatting Trafficking in Persons Attachment 8 - ICE Privacy, Records Management, and Safeguarding Attachment 9 - Physical Plant Requirements Attachment 10 - Transportation Requirements Attachment 10a - Route List Attachment 11 - Virtual Attorney Visitation Attachment 11a VAV Addendum Attachment 12 - Reserved Attachment 13 - Staffing Plan and Detention Facility Floor Plan Attachment 14 - Performance Work Statement (PWS) Period of Performance: 09/30/2025 to 09/29/2027				
0001	Facility Renovations at McCook, NE ONE TIME FEE NTE: \$5,871,855.00 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
0002	Detention Services at McCook, NE OVER 72 HOUR ---Base Ordering Period--- POP: 09/30/2025-09/29/2026 Year 1: Facility Operating Charge \$2,456,138.64 month \$269.17/detainee ---Ordering Period 1--- Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR25DIG000041

PAGE

OF

4

4

NAME OF OFFEROR OR CONTRACTOR

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	POP: 09/30/2026 - 09/29/2027 Year 2: Facility Operating Charge \$2,529,822.79 month (\$277.24/detainee) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Transportation Services/On Call Guard Transportation at McCook NE Fixed price includes: ---Ordering Period 1--- POP: 09/30/2025-09/29/2026 Fixed Monthly- \$10,816.67 monthly transportation On-Call/Transportation Guard at Regular Rate: \$39.01 per hour On-Call/Transportation Guard at Overtime Rate: \$56.71 per hour ---Ordering Period 2--- POP: 09/30/2026-09/29/2027 Fixed Monthly- \$10,816.67 monthly transportation On-Call/Transportation Guard at Regular Rate: \$39.01 per hour On-Call/Transportation Guard at Overtime Rate: \$56.71 per hour Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD The obligated amount of award: \$0.00. The total for this award is shown in box 26.				0.00

70CDCR25DIG000041
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES

This Intergovernmental Service Agreement (“**agreement**”) is entered into between United States (US) Department of Homeland Security (“**DHS**”), Immigration and Customs Enforcement (“**ICE**”), and Nebraska Department of Correctional Services (“**service provider**” or “**contractor**”) for the detention and care of detained aliens (also referred to as “aliens” and “detainees”). The term “parties” is used in this agreement to refer jointly to ICE and the service provider.

AGREEMENT SUMMARY:

The service provider shall provide detention services for detained aliens at the following facility:

Nebraska Department of Correctional Services
2309 N Hwy 83
McCook, NE 69001

The service provider shall house ICE aliens and perform related detention services, at a minimum, in accordance with National Detentions Standards (NDS) 2025 or most current version as outlined in a subsequent modification. The standards are available at www.ice.gov.

The service provider shall provide ICE with 300 adult male/female beds. The total capacity of the facility is 300 adult male/female beds.

The agreement will remain in effect for a period not to exceed 60 months unless extended by bilateral modification or terminated in writing by either party in accordance with the terms of Article 13 of this agreement. The period of performance for this agreement is [REDACTED].

Authorized Signatory: The following individual is appointed as the service provider’s authorized signatory with full authority to bind the service provider regarding this agreement. The authorized signatory must be an employee of the service provider (prime).

Name:

Title:

Email Address:

Phone:

All signatures will be captured on the SF1449 for this agreement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime). Subcontractors are not authorized to sign the agreement but may be authorized, in writing, to negotiate the agreement on behalf of the service provider.

Documents

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Standard Form 1449 70CDCR25DIG000041
- B. Intergovernmental Service Agreement (IGSA) 70CDCR25DIG000041 (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number: 2015-5357 Rev. 26 Dated 07/08/2025
- Attachment 3 – Quality Assurance Surveillance Plan and Performance Requirements Summary (NDS 2025)
 - Attachment 3A –Contract Discrepancy Report (CDR) Template
- Attachment 4 – Quality Control Plan
- Attachment 5 – Prison Rape Elimination Act (PREA) Regulations
- Attachment 6 – Detention-Transportation Invoice Supporting Documentation Template
- Attachment 7 – Combatting Trafficking in Persons
- Attachment 8 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 9 – Physical Plant Requirements
- Attachment 10 – Transportation Requirements
 - Attachment 10A – Route List
- Attachment 11 – Virtual Attorney Visitation
- Attachment 12 - Reserved
- Attachment 13 – Staffing Plan
 - Attachment 13a – Detention Facility Floor Plan
- Attachment 14 – Performance Work Statement (PWS)

Intergovernmental Service Agreement

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REQUIRED WORK PERFORMANCE

Article 1. Purpose

- A. Purpose: The purpose of this 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 ICE alien detention in a secure environment

under the authority of the Immigration and Nationality Act, as amended, 8 U.S.C. § 1103(a)(11)(A).

All persons in the custody of ICE are aliens. This term recognizes that ICE detained aliens are not charged with criminal violations and are only held in custody to ensure their presence throughout the administrative hearing process and to assure their presence for removal from the US pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals, or other Federal judicial bodies.

- 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 aliens housed in the facility are consistent with ICE's civil detention authority, IGSA requirements, ICE standards incorporated and referenced in this agreement, and all applicable state and local laws. The service provider must perform satisfactorily as described in the QASP to receive payment from ICE at the rate prescribed below.
- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the facility operating charge and/or bed day rate. ICE will be responsible for reviewing and approving the costs associated with this agreement, and any subsequent modifications, in accordance with all applicable federal procurement laws, regulations and standards in determining the facility operating charge and bed day rate.

Facility Operating Charge	\$2,456,138.64 per month
Bed Day Rate	\$ \$269.17 per alien
* On-Call Guard at Regular Rate	\$ 39.01 per hour
* On-Call Guard at Overtime Rate	\$ 56.71 per hour
**Transportation Mileage rate to be in accordance with GSA rates at the time of occurrence/ Transportation Mileage Rate	\$ 0.70 per mile

** See Article 4, **See Attachment 10 and 10A*

The "Facility Operating Charge" is defined as all costs that are fixed for providing services to ICE based on the expected usage of the facility. The price shall be firm fixed price and invoiced on a monthly basis.

The "Bed Day" is defined as general costs associated with one person per day. The service provider shall bill 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 aliens. 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 aliens
- 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) Alien services which are not provided to, or cannot be used by, Federal detained aliens
- 5) Operating costs of facilities not utilized by Federal detained aliens
- 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 aliens or inmates)

D. ICE will not be responsible for paying any costs if ICE is unable to use the facility 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, flood, court orders, extraordinary severe weather and failure to perform in accordance with ICE standards incorporated into this agreement.

Article 2. ICE Detention Standards and Other Applicable Standards,

- A. The standards applicable to this agreement are referenced on page 1. DHS and ICE inspectors will conduct periodic inspections of the facility to assure compliance with ICE, DHS and other Federal standards.
- B. The service provider shall comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) or Core Jail Standards and supplements and will strive to comply with National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails. Some ACA/NCCHC standards are augmented by ICE policy and/or procedures. In regard to NDS 2025 4.5 II F Housing and Monitoring, clinical staff are permitted to conduct welfare checks every eight hours.
- C. The service provider shall also comply with the requirements of Subpart A and Subpart C of the U.S. Department of Homeland Security Regulation titled "*Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities*," title 6 Code of Federal Regulation (C.F.R.) part 115 (DHS PREA)/79 Fed. Reg. 13100 (Mar. 7, 2014), and Attachment 5 to this agreement. If any requirements of the DHS PREA standards conflict with the terms of (NDS 2025), the DHS PREA standards shall prevail.
- D. Order of Precedence: In instances where other standards conflict with ICE policy or standards, ICE policy and standards take precedence. If the service provider believes there is a conflict in standards, the service provider shall immediately seek clarification from the CO.

Article 3. Covered Services

- A. Access: The facility shall be located within proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

If applicable, the service provider shall ensure that adequate administrative space in accordance with the physical plant requirements is provided for ICE. The physical plant requirements are included in the attachments of this agreement.

- B. Basic Needs: The service provider shall provide ICE aliens 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 ICE detention standards and policies.
- C. All service providers are required to comply with any Enforcement and Removal Operations (ERO) pandemic guidance or instructions.
- D. Staffing: The service provider shall have a staffing plan to effectively staff the facility in a safe and secure manner. The number, type and distribution of staff as described in the IGSA-staffing plan shall be maintained throughout the term of the IGSA. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO and the Contracting Officer's Representative (COR), for approval prior to implementation and incorporation into this IGSA. Staffing levels shall not fall below [REDACTED]

Staffing levels for all departments other than custody and health services will be calculated in the aggregate. If the service provider does not provide health services, the health services staffing level does not apply.

Each month, the service provider shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 calendar days. Failure to fill any individual position within 120 calendar days of the vacancy may result in a deduction from the monthly invoice.

As part of the justification package for a FOC, GM or bed rate increase request, along with the staffing plan, the service provider shall submit a detention facility floor plan which shows all detention guard posts and identifies the duration of each guard post, and the number of shifts required in a 24-hour day. The detention facility floor plan should be color-coded so that each detention guard post can be easily mapped to the description of the duration of the guard post and the number of daily shifts required.

Article 4. On-Call Guard Services

- A. The service provider agrees to provide on-call guard services, at a separately agreed hourly rate, on demand by the COR [REDACTED]. [REDACTED] Qualified detention officers 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, alien monitoring, visitation, and contraband control. Visitation with ICE aliens at offsite locations is prohibited unless authorized in advance by the COR.
- B. The service provider shall provide [REDACTED], unless additional officers are required, per the direction of the COR or designated ICE officer. [REDACTED]. [REDACTED] The service provider shall not pull officers posts in order to fill on-call guard services. All posts shall be staffed and shall not be left vacant in order to meet on demand needs.

Article 5. Receiving and Discharging Aliens

- A. Required Activity: The service provider shall receive and discharge ICE aliens only to/from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with written authorization from ICE/ERO. [REDACTED]
- B. 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 ICE aliens. The service provider shall ensure positive identification and recording of aliens and ICE officers. The service provider shall not permit medical or emergency discharges from the hospital except through coordination with ICE/ERO.
- C. Emergency Situations: [REDACTED]
- D. Restricted Release of ICE Aliens: The service provider shall not release ICE aliens from its physical custody to any persons other than those described in Paragraph A of this Article, for any reason, except [REDACTED] or in response to a Federal writ of habeas corpus. If an ICE alien is required for Federal, state, or local proceedings, only ICE/ERO may authorize release of the alien for such purposes. The service provider shall contact the COR or designated ICE official immediately regarding any such requests.
- E. Service Provider Right of Refusal. The service provider retains the right to refuse acceptance of any alien if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are any individual exhibiting violent or

disruptive behavior, or any alien found to have a medical condition that requires medical care beyond the scope of the service provider. In the case of an alien already in custody, the service provider shall notify ICE and request transfer of the alien from the facility. The service provider shall allow ICE reasonable time to make alternative arrangements for detention of the alien.

- F. Juveniles. 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 adults and shall immediately notify the COR or designated ICE official. ICE will relocate the juvenile within seventy-two (72) hours.
- G. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the service provider shall evacuate ICE aliens 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 6. Medical Services

- A. The service provider shall not charge any ICE aliens a fee or co-payment for medical services or treatment, including medications and durable medical equipment provided at the facility. The service provider shall ensure that ICE aliens receive no lower level of on-site medical care and services than those it provides to local inmates, and as required by the ICE standards incorporated into this agreement as well as all Centers for Disease Prevention and Control (CDC) guidance and recommendations regarding infectious disease prevention and control. All medical-related costs will be included in the applicable rate for this agreement.
- B. The service provider ensures quality health care delivery and accountability in compliance with detention standards through a continuous quality improvement (CQI) system that includes risk management, patient safety, and health services delivery quality assurance programs. The CQI system identifies, addresses, and monitors health care delivery for undesired outcomes and trends, including but not limited to those due to near miss occurrences, adverse events, sentinel events, and systemic processes or outcomes. Concerns identified from the CQI system risk assessment are addressed through corrective action plans.
- C. The service provider is required to report all incidents, in accordance with ICE Health Service Corps (IHSC) incident reporting criteria, to the IHSC Field Medical Coordinator (FMC) immediately. Alien deaths at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.
- D. The service provider shall notify ICE/ERO and the IHSC FMC of alien with serious medical conditions within 48 hours of identification of the case. Examples of cases include, but are not limited to: uncontrolled hypertension; uncontrolled diabetes; unable

respiratory disease or any alien requiring oxygen treatment; history of congestive heart failure complaining of shortness of breath; pregnancy; multiple unstable chronic conditions; liver failure; renal failure; infectious and communicable diseases (i.e., HIV/AIDS, viral hepatitis, varicella, measles, mumps, COVID-19); infectious disease outbreaks; acute mental health conditions (one or more psychiatric symptoms – disorganization, active hallucinations or delusions, severe depressive symptoms, suicidal ideation, marked anxiety or impulsivity); history of more than two psychiatric hospitalizations in the past three months and still presenting moderate to severe symptoms; presently taking psychiatric medications and still presenting active moderate to symptoms; continues to display self-harm to self or others in spite of treatment and/or hospitalization; serious limitations in mental functions due to mental disability or severe medical conditions impairing mental function.

- E. Prescription medications that must be filled at a retail pharmacy location, are available through and paid for by the IHSC pharmacy benefits program. The FMC in conjunction with the IHSC Managed Care Coordinators will be the service provider's point of contact for the IHSC pharmacy benefits program. The service provider is required to follow IHSC processes regarding filling of prescriptions through the pharmacy benefits program including processes for non-formulary medications requiring prior authorization and overrides for travel medications. Vaccines are also provided through the IHSC pharmacy benefits program as per the Non-IHSC Staffed Facility Medication Formulary. Durable medical equipment (DME) identified as medically necessary by a medical provider shall be covered by IHSC Medical Payment Authorization Request (MedPAR) or through coordination with the FMC when/if the facility is unable to provide the DME through existing stock supplies covered in the applicable rate for this agreement.
- F. The service provider is required to follow all MedPAR guidance and requirements available <https://medpar.ice.gov>. If the MedPAR is cancelled, the service provider is required to notify the FMC. The service provider is required to provide the approved authorization to all off-site medical providers (i.e., emergency medical services, hospital, diagnostic or laboratory service provider, independent medical providers who provided care while at the hospital or in the community) to assist with the medical claims processes to ensure payment to the off-site provider for the services rendered. Payment is made directly to the off-site provider by the Veteran's Affairs Financial Services Center (VAFSC) on behalf of IHSC. VAFSC contact information is below. The VAFSC, ICE and IHSC cannot reimburse the service provider for services rendered by these providers.

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

- G. In the event of a medical emergency, the service provider shall immediately proceed to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if required. The service provider shall notify ICE and the IHSC FMC

immediately regarding the nature of the transferred alien illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of IHSC. The IHSC FMC assigned to this facility will be the point of contact for obtaining the approval for the emergency off-site care. Utilizing the IHSC MedPAR system, the request for approval for the emergency care shall be submitted no more than 72 hours from receipt of the care.

- H. Utilizing the IHSC MedPAR, the service provider will request prior approval for all non-emergent off-site medical care and requests for durable medical equipment (DME). The primary POC for obtaining pre-approval will be the IHSC FMC assigned to this location.
- I. The service provider is required to maintain agreements with community providers including hospitals and specialty providers to provide healthcare to ICE aliens. The service provider is required to provide a listing of those providers to and to notify the IHSC FMC of new community providers in order for IHSC to begin the new provider recruitment process.
- J. The service provider shall retain, at a minimum, medical staffing levels as approved by IHSC and incorporated into this IGSA in accordance with Article 3 above. The service provider shall ensure that all health care providers utilized for ICE aliens hold current licenses, certifications, and/or registrations within the state, county and/or city where they treat the ICE detained aliens.
- K. If the service provider determines that an ICE alien has a medical condition which renders the individual unacceptable for detention under this agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the service provider shall notify ICE COR. Upon such notification, the service provider shall allow ICE reasonable time to make the proper arrangements for further detention of that individual.
- L. The service provider shall release all medical information in person, electronically or virtually for ICE aliens to IHSC representatives upon request, including but not limited to: IHSC FMC, IHSC Managed Care Coordinators, Behavioral Health Unit Staff, IHSC Pharmacy Staff, or other IHSC staff as requested.
- M. The service provider shall submit a MedPAR to IHSC for payment for offsite 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.
- N. The service provider shall allow IHSC FMCs, Managed Care Coordinators, Referral Coordinators, IHSC personnel, DHS, ICE personnel reasonable access to its facility, medical records and electronic health record (EHR) system records of ICE alien for the purpose of liaison activities with the local IGSA Health Authority and associated service provider departments. The access is in accordance with Health Insurance Portability and Accountability Act (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;
 - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
 - 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 provide ICE alien medical records to ICE, whether created by the service provider or any medical subcontractor, upon request from the COR or CO within seven business days of the request. The service provider shall respond in a timely manner to ICE requests for reporting, documentation and other data required to respond to pending and current litigation, Congressional inquiries, other Federal, state or local entity request for information.

Article 7. Inspections and Audits

- A. Facility Inspections and Oversight: The service provider shall allow DHS, ICE, DHS Office of the Inspector General, DHS Office of Civil Rights and Civil Liberties, DHS Office of the Detention Ombudsman (OIDO), the Government Accountability Office, Members of Congress or any entity or organization approved by ICE to conduct inspections of the facility to ensure an acceptable level of service and acceptable conditions of detention. There will be both announced and unannounced inspections. No notice to the service provider is required prior to an unannounced inspection. For ICE-directed inspections or audit, ICE will share the findings of the inspection with the authorized signatory.
- B. In accordance with Congressional mandate, ICE cannot house aliens in any facility that has received two most recent overall performance evaluations of less than “adequate” or the equivalent median score. Upon notice that the second overall rating is less than “adequate”, ICE will relocate all aliens from the facility within 7 calendar days. Should aliens be relocated because of two most recent performance evaluations of less than “adequate”, the FOC will no longer be applicable the day after the last alien has been

removed. Accordingly, the invoice for the FOC that month will be prorated. A unilateral modification will be processed to memorialize the removal of the FOC.

- C. Possible Termination: Following a DHS or ICE inspection, if the service provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through a DHS or 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 state, local, or accreditation sources.

Article 8. RESERVED

Article 9. Records Management Obligations

- A. Applicability: This Article applies to all service providers whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

- B. Definitions

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the US Government or because of the informational value of data in them.

The term Federal record:

1. includes DHS or ICE records.
2. does not include personal materials.
3. applies to records created, received, or maintained by a service provider pursuant to their ICE agreement.
4. may include deliverables and documentation associated with deliverables.

- C. Requirements

1. The service provider shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, the service provider shall maintain all records created for Government use or created in the course of performing the agreement and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. ICE and its service providers are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of ICE or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity (HCA). Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the service provider must report to ICE. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The service provider shall immediately notify the appropriate CO upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the IGSA. The service provider shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The service provider shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the HCA. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to ICE control, or the service provider must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the IGSA. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The service provider is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this agreement requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The service provider (and any sub-contractor) is required to abide by Government and ICE guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The service provider shall only use Government IT equipment for purposes specifically tied to or authorized by the agreement and in accordance with ICE policy.
8. The service provider shall not create or maintain any records containing any non-public ICE information that are not specifically tied to or authorized by the agreement.
9. The service provider shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the FOIA.
10. Training. All service provider employees assigned to this agreement who create, work with, or otherwise handle records are required to take ICE-provided records management training. The service provider is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The service provider shall incorporate the substance of this Article, its terms and requirements including this paragraph, in all subcontracts under this IGSA, and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this Article will be attributed to the service provider.

- E. ICE Access to Alien 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 ICE alien. 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 alien while in the service provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article 6. Retention of records requirements can be found in Attachment 8.

Article 10. Incident Reporting

- A. The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside-working-hours 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 aliens in restraints more

than eight hours); assaults on staff/population 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; aliens admitted to a community hospital; [REDACTED] 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 aliens to the full extent of its authorities, including providing access to any relevant databases, CCTV recordings, personnel, and documents.
- D. The ICE alien and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COR 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 COR to address the issue. The service provider shall submit documentation to the COR 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 COR.

Article 11. ICE Communication Services (ICS)

- A. Video phones, portable electronics or other enhanced telecommunications features provided by the ICE ICS contractor to ICE aliens, based upon concurrence between ICE and the service provider, may be utilized at this facility, and their distribution will be coordinated with the service provider. These features may not in any way compromise the safety and security of the inmates/prisoners/aliens, staff or the facility. Any new or enhanced telecommunications features will be integrated within the ICS service and shall NOT be a separate system or software from the ICS service. Such capabilities may include: video visitation; web access for law library; email; kites; commissary ordering; educational tools; news; sports; and video games. Pricing for alien use of these technologies will be set by the ICS provider.
- B. Should ICE determine that ICE will fund phone or tablet costs for ICE aliens, the service provider will work with ICE to determine how to best provide, account, track and invoice for these services.
- C. The ICE ICS contractor shall be the exclusive provider of detained alien telephones and electronic media such as tablets at this facility. Any current contract between the service provider and its telecommunications company shall be terminated and replaced by the ICE ICS contractor within 30 calendar days of award of this IGSA. Prior to replacement by the ICE NCS contractor, and notwithstanding any existing telecommunications contract, the service provider shall require its telecommunications company to provide

connectivity to the ICE ICS contractor for alien pro bono telephone calls. The service provider is responsible for making all arrangements with the ICE ICS contractor. The ICE ICS contractor shall receive 100 percent of all revenues collected by sale of prepaid debit services. The ICS contractor shall be responsible for furnishing all inventory and supply of all ICS services to the service provider. The ICS contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of the ICS, 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 ICS or the alien telephones or electronic media to include tablets.

- D. The service provider shall inspect telephones for serviceability, in accordance with ICE standards, policies and procedures. The service provider shall notify the COR or ICE designee of any inoperable telephones.

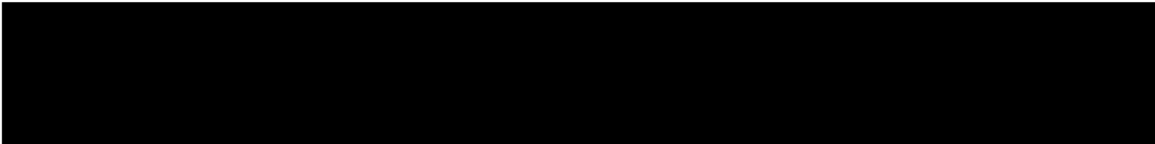
ICE ICS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

Robin Howell
Customer Relations Manager
(214) 293-1793
robin@talton.com

Mike Oslund
Operations Manager
334-412-4506
mike@talton.com

Article 12. Government Use of Wireless Communication Devices

A. 

Article 13. ICE Furnished Property

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal 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 or as requested. The suspension of use of bed space is 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 the COR. The service provider shall report any loss or destruction of any ICE property immediately to ICE and may be responsible for replacement costs.

Article 14. Termination

- A. The period of performance for this agreement is referenced on page 1 of the Agreement Summary. This agreement becomes effective upon the date of final signature by the ICE CO, which shall occur after the authorized signatory of the service provider.
- B. Except for as described in Article 7, Inspections & Audits, Paragraph C, either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period under the procedures prescribed in Article 16, Modifications and Disputes. 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.

ADMINISTRATION

Article 15. Administrative

- C. Contracting Officer's Representative: The COR will be designated by the CO. When 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.

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 CO. The service provider shall continue performance of efforts that are deemed within the scope.

- D. Commencement of Services: ICE is under no obligation to utilize the beds 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 the applicable ICE standards delineated in this agreement. ICE may perform numerous assessments to ensure compliance prior to housing aliens in the facility.

Should there be a need for a ramp-up plan, the effective start date of the plan is the effective date of the award or modification authorizing the ramp up plan.

- E. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will neither present aliens to the service provider nor direct performance of any other services until ICE has appropriate funding. Task 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 CO issues a task order in writing. Task orders issued against this IGSA have a period of performance that extend up to one year after the end of the IGSA period of performance. The effective date of the services will be negotiated and specified in this agreement. The service provider shall be prepared to accept aliens immediately upon issuance of task order in accordance with the agreed upon ramp-up plan. In the event of a Federal lapse of funding, please consult with the CO .

- F. Subcontractors: The service provider shall obtain the CO's approval before subcontracting the detention and care of aliens to another entity. The CO has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the CO, the service provider shall ensure that any subcontract includes all provisions of this agreement. ICE only has privity of contract with the service provider therefore, all payments will be made to the service provider. If the facility, or any future facility, is operated by an entity other than the service provider, ICE will treat the entity as a subcontractor of the service provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to all terms and conditions of this IGSA.
- G. Consistent with Law: 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 16. Adjusting the Agreement Rates

- A. ICE will reimburse the service provider at the rates shown in Article 1, Paragraph C. except as provided in Article 20, Labor Standards and Wage Determination, the service provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the agreement or subsequent rate increase unless required by law. After 36 months, the service provider may request a rate adjustment by submitting a new Detention Services Cost Statement (DSCS) with a summary of the rate adjustment, break-out of the requested increase amount, and back-up documentation necessary to support the request. 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 law, regulations, and standards in arriving at the rate. If ICE does not receive an official request for a rate adjustment that is supported by the information provided, the fixed rates as stated in this agreement will be in place indefinitely.
- B. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment request is based. All rate adjustments are prospective, there are no retroactive adjustment(s).

Article 17. 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 CO has approved the modification in writing.
- B. Change Orders:
1. The CO may at any time, by written order, and without notice to the service provider, make changes within the general scope of this agreement in any one or more of the following:
 - (a) Description of services to be performed and,
 2. Should any such change cause an increase or decrease in the cost of the services under the agreement, the service provider may request and the CO may approve an equitable adjustment and will modify the agreement accordingly.
 3. The service provider must assert its right to an adjustment under this article within 30 calendar days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
 4. If the service provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the CO, the CO 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 this Article. However, nothing in this Article excuses the service provider from proceeding with the agreement as changed.
- C. Disputes: The CO 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 CO 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 CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE 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 18. 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). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment

Enrollment Form <https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment> 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. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.
- C. Consolidated Invoicing: The service provider shall submit a monthly itemized invoice within the first ten (10) business days of the month following the calendar month when it provided the services. Invoice instructions can be found on the SF 1449.
- D. On-call Guard Hours: The itemized monthly invoice for on-call guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the mission/trip number. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the service provider for actual on-call guard services provided during the invoiced period.
- E. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the US, 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 (30th) calendar day after the Burlington Finance Office receives a proper 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 the SAM and all information is accurate.
- F. Robotics Process Automation Requirement: The Detention Facility Robotics Process Automation (RPA) process requires that data supporting detention bed space, ground transportation costs and any other additional costs covered by the current agreement will be recorded utilizing the Detention-Transportation Invoice Supporting Documentation Template (Attachment 6). This data template shall be completed in its entirety in the established format once all data supporting the monthly operations is available. Once completed, the Detention-Transportation Template must be submitted to both the COR and the ERO RPA Team Mailbox [REDACTED]@ice.dhs.gov). Please also note that the requirement for submission of the Detention-Transportation Template is prior to and in addition to the invoice submission requirement already included in this agreement. Any required updates/adjustments will be identified and sent to the service provider within 48 hours of submission to the mailbox. The Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. For ground transportation services, the G-391 portion of the

Detention-Transportation Template must be completed and validated by the service provider on a monthly basis so that there are no errors for each of the trips in the G-391 upload template. Errors are indicated by rows, columns, and cells that are highlighted when the vendor checks the validation using the tool. If the COR identifies errors that have not been corrected, they will resend the report within 48 hours to the vendor to fix and resubmit within 5 business days. All reports must align with invoice amounts and dollar values.

The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

Article 19. 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 to the extent authorized under the applicable law.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which service provider is notified.
- 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 and/or local law. 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 an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), 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 DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

- 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 from the CO, 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.
- E. Service Provider Insurance: The service provider and any subcontractor(s) shall maintain insurance and/or be self-insured in an amount not less than \$1,000,000 to protect the service provider from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the service provider itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The service provider and its subcontractor(s) shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy and/or self-insurance providing for bodily injury and property damage liability covering automobiles operated in the US shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

Article 20. 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 in accordance with the NARA records schedule for purposes of federal examinations and audit. The 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 retention 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 NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 8.
- 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, 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 21. 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 1. These standards and provisions are included in every contract and IGSA entered 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 prevailing 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 applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the IGSA agreement with the most recent applicable wage determination.
- C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 22. Notification and Public Disclosures

- A. Information obtained or developed because of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as the FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. 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 FOIA 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 Officer shall be notified in writing of all litigation pertaining to this IGSA and provided copies of any pleadings filed or said litigation within five business 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 ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. 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. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.
- 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 reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.
- E. Facility Access: The Facility's perimeter will ensure that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted as directed by ICE.
- F. For the safety and privacy of the ICE aliens, no videotaping is permitted by visitors or others (including the service provider) without prior approval from ICE, except for [REDACTED] operated by the service provider or the Government for security purposes. No video or audio recording devices will be allowed within the secure perimeter, except in accordance with court order or Federal law. Uses of force are excluded from this provision in accordance with the applicable ICE standards.

Article 23. Privacy

- A. The service provider shall comply with the Privacy Act of 1974 ("the 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 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 24. Attestation of Pricing Data

A. Requirements for Attested Pricing Data and Data Other Than Attested Pricing Data

(a) *Exceptions from attested pricing data.*

(1) In lieu of submitting attested pricing data, service providers may submit a written request for exception by submitting the information described in the following subparagraphs. The CO 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 service provider shall submit, at 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 service provider grants the CO 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 service provider's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for attested pricing data.* If the service provider is not granted an exception from the requirement to submit attested pricing data, the following applies:

(1) The service provider shall prepare and submit attested pricing data, and data other than attested pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before IGSA award, the service provider shall submit an Attestation of Current Pricing Data, the format of which is at the end of this article.

B. Requirements for Attested Pricing Data and Data Other Than Attested Pricing Data – Modifications

(a) *Exceptions from attested pricing data.*

(1) In lieu of submitting attested pricing data for modifications under this IGSA, for price adjustments expected to exceed \$750,000 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 CO 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 CO 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 Article, 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 attested pricing data.* If the service provider is not granted an exception from the requirement to submit attested pricing data, the following applies:

(1) The service provider shall submit attested pricing data, data other than attested pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before award, the service provider shall submit an Attestation of Current Pricing Data. The form is included at the end of this Article.

C. Subcontractor Attested Pricing Data

(a) Before awarding any subcontract expected to exceed \$750,000 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 \$750,000, the service provider shall require the subcontractor to submit attested 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 attest 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 Article 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 \$750,000, when entered into, the service provider shall insert either -

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

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

D. Subcontractor Attested 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 \$750,000, 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 \$750,000, the service provider shall require the subcontractor to submit attested 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 Article 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 \$750,000 on the date of agreement on price or the date of award, whichever is later.

E. Price Reduction for Defective Attested 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 attested pricing data that were not complete, accurate, and current as attested in its Attestation of Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the service provider attested pricing data that were not complete, accurate, and current as attested in the service provider's Attested of Current 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 Article 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 attested pricing data.

(c)

(1) If the CO determines under paragraph (a) of this Article 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 attested pricing data had been submitted.

(ii) The CO should have known that the attested 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 CO.

(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 Attestation of Current Pricing Data.

(2)

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

(A) The service provider certifies to the CO 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 attested pricing data were available before the "as of" date specified on its Attestation of Current 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 Attestation of Current 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 Attestation of Current Pricing Data.

(d) If any reduction in the IGSA price under this Article 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 attested pricing data that were incomplete, inaccurate, or noncurrent.

F. Price Reduction for Defective Attested Pricing Data - Modifications

(a) Section F shall become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed \$720,000, except that this section 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 Article, or any cost reimbursable under this IGSA, was increased by any significant amount because

(1) the service provider or a subcontractor furnished attested pricing data that not complete, accurate, and current as attested in its Attestation of Current Pricing Data,

(2) a subcontractor or prospective subcontractor furnished the service provider attested data that were not complete, accurate, and current as attested in the service provider's Attestation of Current 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 Article becomes operative under paragraph (a) of this Article.

(c) Any reduction in the IGSA price under paragraph (b) of this Article 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 attested pricing data.

(d)

(1) If the CO determines under paragraph (b) of this Article 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 attested pricing data had been submitted.

(ii) The CO should have known that the attested 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 CO.

(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 Attestation of Current Pricing Data.

(2)

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

(A) The service provider certifies to the CO 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 attested pricing data were available before the "as of" date specified on its Attestation of Current 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 Attestation of Current 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 Attestation of Current Pricing Data.

(e) If any reduction in the IGSA price under this Article 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 the following:

(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 attested pricing data that were incomplete, inaccurate, or noncurrent.

Prior to the award of any modification exceeding \$750,000.00, the service provider shall submit a signed copy of the following statement to the CO:

*Note: The initial attestation is found in the RFP letter to the vendor.

Attestation of Current Pricing Data for Modifications (if applicable)

This is to attest that, to the best of my knowledge and belief, the pricing data submitted, either actually or by specific identification in writing, to the CO or to the CO's representative in support of ____* are accurate, complete, and current as of ____**. This attestation includes the pricing data supporting requests for equitable adjustments between the service provider 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.

QUALITY CONTROL

Article 25. 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 shall provide a Quality Control Plan (QCP) that meets the requirements specified in the Performance Requirements Summary (PRS), (included in Attachment 3) 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 shall make appropriate modifications and obtain concurrence of the revised plan by the CO before the IGSA start date.

- B. The service provider shall provide a QCP that addresses critical operational performance standards for the services required under this IGSA. 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 the facility's operations 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 IGSA 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 26. Quality Assurance Surveillance Plan (QASP)

- A. The Government's QASP 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 QASP procedures recognize that unforeseen problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels. See Attachment 3 for the Government's QASP.
- B. All services rendered under this agreement are 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 CO may take formal action against the service provider for unsatisfactory performance.
- E. 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. The QASP 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 documenting their inspection and evaluation of the service provider's work performance.
 - b. The 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 or withholdings 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 based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

DEDICATED FACILITIES

Article 27. Exclusivity

- A. The service provider agrees that the facility is to be for the exclusive use of ICE and its detained population. No other agency shall be allowed to use the facility to house its detained alien, prisoners, or inmates without prior approval of the CO. 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.

- B. An appropriate portion of the Facility Operating Charge may be applicable to the other agency and will be negotiated with that agency by the CO before providing approval for use. The applicable portion of the Facility Operating Charge due the other agency will be separately invoiced directly to that agency and reduced from ICE's cost via bilateral contract modification

Article 28. Use of Service Provider's Policies and Procedures

- A. All policies and procedures shall meet all standards and requirements of this agreement. The COR shall review the service provider's policies and procedures for compliance with the agreement. The COR may seek clarifications, if necessary. Any requested changes shall be negotiated and agreed upon. After COR review, the service provider is authorized to use its policies and procedures in conjunction with Standards mandated under this agreement. The COR will not review the service provider's policies and procedures for compliance with law or regulation, nor will the COR approve the service provider's policies and procedures beyond the minimum requirements as required by the agreement.

Article 29. ACA Accreditation

- A. The service provider shall have eighteen (18) months from issuance of the initial task order to fund this agreement to become ACA accredited. Once full accreditation has been obtained, the service provider shall maintain this accreditation throughout the life of the agreement, inclusive of any extensions. The service provider shall provide the CO with written proof of ACA application within 5 business days of the application and written proof of its accreditation within 5 business days of notification of accreditation.

TITLE 29—LABOR

This attachment is updated as of June 2022. The standards for Title 29, Part 4, Subpart A can be found at <https://www.ecfr.gov/current/title-29/subtitle-A/part-4/subpart-A>.

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS

Subpart A Service Contract Labor Standards Provisions and Procedures

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

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

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

(b)

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

(2)

- (i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.
- (ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after

such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

(iv)

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

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

Attachment 1

- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.
- (3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.
- (c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.
- (d)
- (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and

fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.
- (g)
 - (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the

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information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name and address and social security number of each employee.
 - (ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
 - (iii) The number of daily and weekly hours so worked by each employee.
 - (iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
 - (vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(1)(2).
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the

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contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

- (j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)

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

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

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

Employee Class	Monetary wage-fringe benefit

(l)

- (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime

- contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
- (2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.
- (m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.
- (n)
- (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than

- the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).
- (2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).
- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.
- (p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.
- (q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

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- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Paragraph	OMB Control No.
(b)(2)(iv)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1),(2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

"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.: 2015-5357 Revision No.: 26 Date Of Last Revision: 07/08/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 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 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Nebraska

Area: Nebraska Counties of Adams, Arthur, Blaine, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Franklin, Frontier, Furnas, Gosper, Grant, Greeley, Harlan, Hayes, Hitchcock, Hooker, Kearney, Keith, Lincoln, Logan, McPherson, Nuckolls, Perkins, Phelps, Red Willow, Sherman, Thomas, Valley, Webster

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.35***
01012 - Accounting Clerk II		18.35
01013 - Accounting Clerk III		20.53
01020 - Administrative Assistant		30.23
01035 - Court Reporter		20.42
01041 - Customer Service Representative I		14.89***
01042 - Customer Service Representative II		16.25***
01043 - Customer Service Representative III		18.24
01051 - Data Entry Operator I		16.81***
01052 - Data Entry Operator II		18.34
01060 - Dispatcher, Motor Vehicle		21.29
01070 - Document Preparation Clerk		16.88***
01090 - Duplicating Machine Operator		16.88***

01111 - General Clerk I	14.31***
01112 - General Clerk II	15.61***
01113 - General Clerk III	17.53***
01120 - Housing Referral Assistant	22.76
01141 - Messenger Courier	13.08***
01191 - Order Clerk I	17.81
01192 - Order Clerk II	19.44
01261 - Personnel Assistant (Employment) I	17.85
01262 - Personnel Assistant (Employment) II	19.97
01263 - Personnel Assistant (Employment) III	22.26
01270 - Production Control Clerk	25.29
01290 - Rental Clerk	14.86***
01300 - Scheduler, Maintenance	18.26
01311 - Secretary I	18.26
01312 - Secretary II	20.42
01313 - Secretary III	22.76
01320 - Service Order Dispatcher	19.03
01410 - Supply Technician	30.23
01420 - Survey Worker	18.76
01460 - Switchboard Operator/Receptionist	16.60***
01531 - Travel Clerk I	16.26***
01532 - Travel Clerk II	17.91
01533 - Travel Clerk III	20.42
01611 - Word Processor I	16.26***
01612 - Word Processor II	18.26
01613 - Word Processor III	20.42
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.91
05010 - Automotive Electrician	21.76
05040 - Automotive Glass Installer	20.65
05070 - Automotive Worker	20.65
05110 - Mobile Equipment Servicer	18.33
05130 - Motor Equipment Metal Mechanic	22.65
05160 - Motor Equipment Metal Worker	20.65
05190 - Motor Vehicle Mechanic	22.65
05220 - Motor Vehicle Mechanic Helper	17.20***
05250 - Motor Vehicle Upholstery Worker	19.49
05280 - Motor Vehicle Wrecker	20.65
05310 - Painter, Automotive	21.76
05340 - Radiator Repair Specialist	20.65
05370 - Tire Repairer	17.90
05400 - Transmission Repair Specialist	22.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.30***
07041 - Cook I	16.48***
07042 - Cook II	18.57
07070 - Dishwasher	12.83***
07130 - Food Service Worker	14.55***
07210 - Meat Cutter	17.98
07260 - Waiter/Waitress	12.43***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.18
09040 - Furniture Handler	15.14***
09080 - Furniture Refinisher	22.18
09090 - Furniture Refinisher Helper	17.48***
09110 - Furniture Repairer, Minor	19.87
09130 - Upholsterer	22.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.59***
11060 - Elevator Operator	17.86
11090 - Gardener	21.14
11122 - Housekeeping Aide	17.86
11150 - Janitor	17.86
11210 - Laborer, Grounds Maintenance	17.13***
11240 - Maid or Houseman	14.58***

11260 - Pruner	15.76***
11270 - Tractor Operator	19.77
11330 - Trail Maintenance Worker	17.13***
11360 - Window Cleaner	19.40
12000 - Health Occupations	
12010 - Ambulance Driver	20.47
12011 - Breath Alcohol Technician	25.75
12012 - Certified Occupational Therapist Assistant	28.43
12015 - Certified Physical Therapist Assistant	27.94
12020 - Dental Assistant	20.98
12025 - Dental Hygienist	39.50
12030 - EKG Technician	31.01
12035 - Electroneurodiagnostic Technologist	31.01
12040 - Emergency Medical Technician	20.47
12071 - Licensed Practical Nurse I	23.02
12072 - Licensed Practical Nurse II	25.75
12073 - Licensed Practical Nurse III	28.70
12100 - Medical Assistant	19.55
12130 - Medical Laboratory Technician	29.85
12160 - Medical Record Clerk	20.02
12190 - Medical Record Technician	22.40
12195 - Medical Transcriptionist	19.32
12210 - Nuclear Medicine Technologist	51.85
12221 - Nursing Assistant I	13.15***
12222 - Nursing Assistant II	14.79***
12223 - Nursing Assistant III	16.14***
12224 - Nursing Assistant IV	18.12
12235 - Optical Dispenser	18.20
12236 - Optical Technician	23.02
12250 - Pharmacy Technician	18.32
12280 - Phlebotomist	17.74***
12305 - Radiologic Technologist	32.94
12311 - Registered Nurse I	25.89
12312 - Registered Nurse II	31.66
12313 - Registered Nurse II, Specialist	31.66
12314 - Registered Nurse III	38.31
12315 - Registered Nurse III, Anesthetist	38.31
12316 - Registered Nurse IV	45.93
12317 - Scheduler (Drug and Alcohol Testing)	31.90
12320 - Substance Abuse Treatment Counselor	28.81
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.30
13012 - Exhibits Specialist II	25.14
13013 - Exhibits Specialist III	30.75
13041 - Illustrator I	20.30
13042 - Illustrator II	25.14
13043 - Illustrator III	30.75
13047 - Librarian	27.85
13050 - Library Aide/Clerk	13.41***
13054 - Library Information Technology Systems Administrator	25.14
13058 - Library Technician	17.47***
13061 - Media Specialist I	18.15
13062 - Media Specialist II	20.30
13063 - Media Specialist III	22.62
13071 - Photographer I	16.93***
13072 - Photographer II	18.93
13073 - Photographer III	23.46
13074 - Photographer IV	28.70
13075 - Photographer V	34.72
13090 - Technical Order Library Clerk	17.31***
13110 - Video Teleconference Technician	18.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.84
14042 - Computer Operator II	22.19

14043 - Computer Operator III	24.73
14044 - Computer Operator IV	27.48
14045 - Computer Operator V	30.44
14071 - Computer Programmer I (see 1)	23.09
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	19.84
14160 - Personal Computer Support Technician	27.48
14170 - System Support Specialist	30.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.87
15020 - Aircrew Training Devices Instructor (Rated)	39.77
15030 - Air Crew Training Devices Instructor (Pilot)	47.67
15050 - Computer Based Training Specialist / Instructor	32.87
15060 - Educational Technologist	34.28
15070 - Flight Instructor (Pilot)	47.67
15080 - Graphic Artist	21.97
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.67
15086 - Maintenance Test Pilot, Rotary Wing	47.67
15088 - Non-Maintenance Test/Co-Pilot	47.67
15090 - Technical Instructor	25.35
15095 - Technical Instructor/Course Developer	31.00
15110 - Test Proctor	20.46
15120 - Tutor	20.46
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	14.44***
16030 - Counter Attendant	14.44***
16040 - Dry Cleaner	16.52***
16070 - Finisher, Flatwork, Machine	14.44***
16090 - Presser, Hand	14.44***
16110 - Presser, Machine, Drycleaning	14.44***
16130 - Presser, Machine, Shirts	14.44***
16160 - Presser, Machine, Wearing Apparel, Laundry	14.44***
16190 - Sewing Machine Operator	17.22***
16220 - Tailor	17.91
16250 - Washer, Machine	15.14***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.19
19040 - Tool And Die Maker	31.42
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.91
21030 - Material Coordinator	25.29
21040 - Material Expediter	25.29
21050 - Material Handling Laborer	21.84
21071 - Order Filler	16.65***
21080 - Production Line Worker (Food Processing)	22.91
21110 - Shipping Packer	20.42
21130 - Shipping/Receiving Clerk	20.42
21140 - Store Worker I	15.60***
21150 - Stock Clerk	19.85
21210 - Tools And Parts Attendant	22.91
21410 - Warehouse Specialist	22.91
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.09
23019 - Aircraft Logs and Records Technician	24.79
23021 - Aircraft Mechanic I	28.81
23022 - Aircraft Mechanic II	30.09
23023 - Aircraft Mechanic III	31.04
23040 - Aircraft Mechanic Helper	21.81
23050 - Aircraft, Painter	27.68
23060 - Aircraft Servicer	24.79

23070 - Aircraft Survival Flight Equipment Technician	27.68
23080 - Aircraft Worker	26.28
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.28
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.81
23110 - Appliance Mechanic	27.68
23120 - Bicycle Repairer	23.32
23125 - Cable Splicer	40.95
23130 - Carpenter, Maintenance	22.00
23140 - Carpet Layer	26.22
23160 - Electrician, Maintenance	25.11
23181 - Electronics Technician Maintenance I	28.70
23182 - Electronics Technician Maintenance II	30.23
23183 - Electronics Technician Maintenance III	31.47
23260 - Fabric Worker	24.79
23290 - Fire Alarm System Mechanic	24.89
23310 - Fire Extinguisher Repairer	23.32
23311 - Fuel Distribution System Mechanic	39.01
23312 - Fuel Distribution System Operator	31.57
23370 - General Maintenance Worker	22.60
23380 - Ground Support Equipment Mechanic	28.81
23381 - Ground Support Equipment Servicer	24.79
23382 - Ground Support Equipment Worker	26.28
23391 - Gunsmith I	23.32
23392 - Gunsmith II	26.28
23393 - Gunsmith III	28.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.87
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.02
23430 - Heavy Equipment Mechanic	27.91
23440 - Heavy Equipment Operator	25.00
23460 - Instrument Mechanic	28.81
23465 - Laboratory/Shelter Mechanic	27.68
23470 - Laborer	21.84
23510 - Locksmith	27.68
23530 - Machinery Maintenance Mechanic	29.67
23550 - Machinist, Maintenance	23.31
23580 - Maintenance Trades Helper	17.48***
23591 - Metrology Technician I	28.81
23592 - Metrology Technician II	30.09
23593 - Metrology Technician III	31.04
23640 - Millwright	26.45
23710 - Office Appliance Repairer	23.90
23760 - Painter, Maintenance	19.95
23790 - Pipefitter, Maintenance	26.90
23810 - Plumber, Maintenance	25.83
23820 - Pneudraulic Systems Mechanic	28.81
23850 - Rigger	28.81
23870 - Scale Mechanic	26.28
23890 - Sheet-Metal Worker, Maintenance	27.62
23910 - Small Engine Mechanic	21.67
23931 - Telecommunications Mechanic I	32.00
23932 - Telecommunications Mechanic II	33.42
23950 - Telephone Lineman	25.11
23960 - Welder, Combination, Maintenance	23.81
23965 - Well Driller	25.88
23970 - Woodcraft Worker	28.81
23980 - Woodworker	23.32
24000 - Personal Needs Occupations	
24550 - Case Manager	17.29***
24570 - Child Care Attendant	13.16***
24580 - Child Care Center Clerk	16.41***
24610 - Chore Aide	16.41***

24620 - Family Readiness And Support Services Coordinator	17.29***
24630 - Homemaker	17.29***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.23
25040 - Sewage Plant Operator	26.37
25070 - Stationary Engineer	30.23
25190 - Ventilation Equipment Tender	22.88
25210 - Water Treatment Plant Operator	26.37
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.53
27007 - Baggage Inspector	18.16
27008 - Corrections Officer	25.41
27010 - Court Security Officer	25.63
27030 - Detection Dog Handler	20.31
27040 - Detention Officer	25.41
27070 - Firefighter	24.03
27101 - Guard I	18.16
27102 - Guard II	20.31
27131 - Police Officer I	26.85
27132 - Police Officer II	29.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.33***
28042 - Carnival Equipment Repairer	17.46***
28043 - Carnival Worker	13.02***
28210 - Gate Attendant/Gate Tender	17.70***
28310 - Lifeguard	12.02***
28350 - Park Attendant (Aide)	19.80
28510 - Recreation Aide/Health Facility Attendant	14.45***
28515 - Recreation Specialist	24.52
28630 - Sports Official	15.77***
28690 - Swimming Pool Operator	19.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.38
29020 - Hatch Tender	26.38
29030 - Line Handler	26.38
29041 - Stevedore I	24.90
29042 - Stevedore II	27.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	19.46
30022 - Archeological Technician II	21.78
30023 - Archeological Technician III	26.98
30030 - Cartographic Technician	26.98
30040 - Civil Engineering Technician	26.98
30051 - Cryogenic Technician I	29.88
30052 - Cryogenic Technician II	33.00
30061 - Drafter/CAD Operator I	19.46
30062 - Drafter/CAD Operator II	21.78
30063 - Drafter/CAD Operator III	24.28
30064 - Drafter/CAD Operator IV	29.88
30081 - Engineering Technician I	16.03***
30082 - Engineering Technician II	17.99
30083 - Engineering Technician III	20.14
30084 - Engineering Technician IV	24.94
30085 - Engineering Technician V	30.51
30086 - Engineering Technician VI	36.91
30090 - Environmental Technician	26.98
30095 - Evidence Control Specialist	26.98
30210 - Laboratory Technician	30.23
30221 - Latent Fingerprint Technician I	29.88
30222 - Latent Fingerprint Technician II	33.00
30240 - Mathematical Technician	26.98

30361 - Paralegal/Legal Assistant I	22.15
30362 - Paralegal/Legal Assistant II	27.44
30363 - Paralegal/Legal Assistant III	33.55
30364 - Paralegal/Legal Assistant IV	40.60
30375 - Petroleum Supply Specialist	33.00
30390 - Photo-Optics Technician	26.98
30395 - Radiation Control Technician	33.00
30461 - Technical Writer I	26.98
30462 - Technical Writer II	33.00
30463 - Technical Writer III	39.92
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	29.88
30502 - Weather Forecaster II	36.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.28
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	14.02***
31030 - Bus Driver	18.41
31043 - Driver Courier	18.51
31260 - Parking and Lot Attendant	14.76***
31290 - Shuttle Bus Driver	15.10***
31310 - Taxi Driver	14.34***
31361 - Truckdriver, Light	19.79
31362 - Truckdriver, Medium	21.04
31363 - Truckdriver, Heavy	22.94
31364 - Truckdriver, Tractor-Trailer	22.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	13.61***
99050 - Desk Clerk	14.09***
99095 - Embalmer	36.07
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	15.37***
99252 - Laboratory Animal Caretaker II	16.42***
99260 - Marketing Analyst	28.07
99310 - Mortician	36.07
99410 - Pest Controller	24.21
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	22.47
99711 - Recycling Specialist	25.95
99730 - Refuse Collector	20.69
99810 - Sales Clerk	14.37***
99820 - School Crossing Guard	16.98***
99830 - Survey Party Chief	37.13
99831 - Surveying Aide	20.04
99832 - Surveying Technician	24.66
99840 - Vending Machine Attendant	21.30
99841 - Vending Machine Repairer	25.66
99842 - Vending Machine Repairer Helper	21.30

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 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 satisfactory performance is 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 alien detention 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 performance is within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (PRS): The 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) or Core Jail Standards, and ICE 2025 National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Representative (COR): The COR 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 (CO) issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ICE National Detention Standards (NDS) 2025 at <https://www.ice.gov> as well as the ACA ALDF or Core Jail standards. 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. **Deduction:** Funds may be deducted from a monthly invoice for a failure to perform required services, or if the same deficiency continues to occur. The service provider will be notified immediately if such a situation arises. The CO in consultation with the ERO and legal will determine the amount of the deduction. Amounts deducted are not recoverable.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See below PRS 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 COR and CO confirm resolution or correction, and should be included in the next month's invoice.

4. QUALITY CONTROL PLAN

The service provider shall develop, implement, and maintain a QCP that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (see below 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 will be provided to the COR 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 NDS 2025; 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 COR 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. . 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 aliens.

5.1 Documentation Requirements: The service provider shall develop and maintain all documentation as prescribed in the NDS 2025 (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 eight 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 of the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. 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 CO 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:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
At-Risk	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
Deficient	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the CO will implement adjustments to the service provider's monthly invoice as prescribed below.

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. In the case of an escape, for example, a deficiency could 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 inspection of the service provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 3A. To the extent practicable, issues should be resolved informally, with the COR 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 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 COR reviews the service provider's response to the CDR including its planned remedy or corrective action taken, the COR 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.

Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

- (c) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the CO. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding or deduction. The CO will consider the COR'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.
- (d) Following receipt of the service provider's notification that the correction has been made, a facility may be reinspected. Based upon the findings, a recommendation will be made that the CO 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. If a deduction was made for the infraction, the funds are not recoverable.
- (e) 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.

The COR will maintain a record of all open and resolved CDRs.

9. ATTACHMENTS

A. 3A Contract Discrepancy Report

Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (NDS 2025)	WITHHOLDING/DEDUCTION CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and alien	NDS References: Part 1 - SAFETY 1.1 Environmental Health and Safety 1.2 Transportation by Land	A Contract Discrepancy Report that cites violations of cited NDS or PWS (agreement) sections that provide a safe work environment for staff, volunteers, contractors and aliens, permits the Contracting Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers, and aliens from harm	NDS References: Part 2 -SECURITY 2.1 Admission and Release 2.2 Custody Classification System 2.3 Facility Security and Control 2.4 Funds and Personal Property 2.5 Hold Rooms in Detention Facilities 2.6 Post Orders; 2.7 Searches of Detainees 2.8 Use of Force and Restraints 2.9 Special Management Units 2.10 Staff-Detainee Communication 2.11 Sexual Abuse and Assault Prevention and Intervention PREA Regulations	A Contract Discrepancy Report that cites violations of NDS or PWS (agreement) sections that protect the community, staff, contractors, volunteers, and aliens from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses service provider responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	NDS Reference: Part 3 - ORDER 3.1 Disciplinary System	A Contract Discrepancy Report that cites violations of NDS or PWS (agreement) 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 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses service provider responsibility to provide for the basic needs and personal care of aliens	NDS References: Part 4 - CARE 4.1 Food Service 4.2 Hunger Strikes 4.3 Medical Care 4.4 Personal Hygiene; 4.5 Significant Self-Harm and Suicide Prevention and Intervention 4.6 Terminal Illness and Death 4.7 Disability Identification, Assessment, and Accommodation PWS related Attachments (if applicable)	A Contract Discrepancy Report that cites violations of NDS or PWS (agreement) sections that provide for the basic needs and personal care of aliens, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Activities (10%) Addresses service provider responsibilities to reduce the negative effects of confinement	NDS References: Part 5 -ACTIVITIES 5.1 Correspondence and Other Mail 5.2 Recreation 5.3 Religious Practices 5.4 Telephone Access 5.5 Visitation 5.6 Voluntary Work Program Virtual Attorney Access (if applicable) Language Service Requirements	A Contract Discrepancy Report that cites violations of NDS or PWS (agreement) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses service provider responsibilities to treat aliens fairly and respect their legal rights and the adequacy of policies and procedures to prevent discrimination against aliens based on their sex, race, religion, national origin, or disability.	NDS References: Part 6 - JUSTICE 6.1 Detainee Handbook 6.2 Grievance System 6.3 Law Libraries and Legal Materials 6.4 Legal Rights Group Presentations Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of NDS or PWS (agreement) sections that treat aliens fairly and respect their legal rights or cites violation of the ALDF standards associated with Alien Discrimination or SOW sections permits the Contracting Officer to withhold up to 10% of a monthly invoice until the Contracting Officer determines there is full compliance with the standard or section.
Administration and Management (10%) Addresses service provider responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements.	NDS References: Part 7 - ADMINISTRATION AND MANAGEMENT 7.1 Detention Files 7.2 Detainee Transfers Inspection Compliance DHS or ICE Inspections DHS PREA Regulations Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of NDS and/or PWS (agreement) 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 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. Any finding from a DHS or ICE inspection must be resolved as required by the PWS but no later than the next inspection. Any finding from a DHS or ICE inspection that is not resolved by the next inspection may result in a 10% deduction of the monthly invoice until compliance with the finding is established. A rating of "Doesn't Meet Standard" for any facility-related DHS PREA standard on an audit report may result in a withholding or deduction of up to 10% of the monthly invoice until compliance with the deficient PREA standard(s) is established.
Workforce Integrity (20%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 15% of the full staffing plan(agreement) 4-ALDF- 2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity or PWS (agreement) sections permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Contract Discrepancy Report (CDR)

INITIATION OF CDR (<i>COR completes fields 1 through 7 and provides CDR to Contractor</i>)
1. Contract Number:
2. CDR Number (<i>FY## - CDR## example: FY22 - CDR01</i>):
3. To: (Contractor, Company Contact, Contact Information) Contractor: Manger/Contact: Contact Information (Email + Phone):
4. From: (Name of Contracting Officer's Representative (COR) and contact information) Name: Phone: Email:
5. Discrepancy or Problem (<i>Describe in Detail: Include reference in PWS or PBNDS/NDS reference/ PWS reference/Functional Category and Rating ("At-Risk" or "Deficient" rating) (see QASP). <u>Attach continuation sheet if necessary and note here.</u></i>)
6. CDR Initiation Date (<i>Date Sent to Contractor</i>):
7. Contractor Response Due Date (<i>Set by COR</i>):
Contractor Response to CDR (<i>Contractor completes fields 8 through 10 and returns to COR</i>)
8. Contractor Response as To Cause, Corrective Action and Actions to Prevent Recurrence. (<i><u>Attach continuation sheet if necessary and note here.</u></i>)
9. Date Contractor Response Returned to COR:
10. CONTRACTOR REPRESENTATIVE Name and Contact Information:

COR REVIEW AND RECOMMENDATION TO CO

Government Evaluation of Contractor Response (COR completes fields 11 through 13 and sends to CO)

This section should be completed after the COR and vendor have completed discussions on the CDR, finalized their remedy or corrective action plan, or reached an impasse.

11. COR's Evaluation of Contractor Response/Resolution Plan: *(Acceptable response/plan, partial acceptance of response/plan, rejection. Attach continuation sheet if necessary and note here.)*

12. COR's Recommendation to Contracting Officer for Government Action *(Payment withholding, deduction, cure notice, show cause, other, or none. If COR accepts the contractor's response and/or plan and proposes no further action, state that here. Attach continuation sheet if necessary and note here.)*

13. Date CDR Submitted to CO:

CO REVIEW AND CLOSE OUT
CDR CLOSE OUT Contracting Officer Review *See ICAM Appendix V for additional guidance concerning coordination with OPLA, etc. (CO completes Fields 14 and 15, communicates any government actions via a contract modification, provides a copy of the final CDR to the COR, and inputs the appropriate information into the Accountability Tracker on OPTIC)
14. Contracting Officer's Decision (Decision on COR requested Government actions or concurrence with no further action, clearly state here how this CDR was resolved. If action was taken against the contractor, clearly outline the action and note the date action was taken. <u>Attach continuation sheet if necessary and note here.</u>)
15. SIGNATURE OF CONTRACTING OFFICER / DATE:

Quality Control Plan

I. Purpose

This Quality Control Plan establishes a system to ensure the facility remains in full compliance with the ICE National Detention Standards 2025 (NDS 2025), the American Correctional Association (ACA) Standards, and internal security audit requirements. It provides structured oversight through regular reviews, reporting, inspections, and accountability measures.

II. Key Components

NDCS will commit a full-time employee to oversee the quality control plan. The individual will work closely with facility administrators, area supervisors, and ICE

A. Monthly Reviews & Reports

Every standard outlined in NDS 2025 along with ACA will be checked and verified within the course of a month. The administrative programs officer (APO) will distribute standards across weekly reviews to ensure that all sections are covered systematically. The attached checklist will be utilized during the monthly inspection. The APO will work with the agency security administrator and ICE to make changes and adjustments as needed to the checklist and plan.

Departmental Self-Audits: Each department will conduct weekly self-audits aligned with the assigned standards. Over the course of four weeks, the entire set of standards will be evaluated.

Consolidated Facility Report: A monthly facility-wide Quality Control Report will summarize findings, submitted to the Warden and shared with ICE/ERO when required.

Corrective Action Tracking: All deficiencies identified will be documented, assigned to responsible staff, with clear timelines for correction and follow-up verification.

B. Rounds & Inspections

Unannounced security inspections shall be conducted on all shifts to ensure coverage of housing units, perimeter, tool areas, kitchen, laundry, recreation, admissions, and medical.

Supervisory Rounds: Shift supervisors and department heads will make rounds daily, documenting and addressing sanitation, safety, and security conditions. All rounds will be logged in post logbooks. Contraband, safety, and sanitation inspections will be integrated into each round. The APO will review logs weekly to ensure proper coverage.

C. ACA Standards Compliance

The facility will conduct an annual ACA Self-Assessment: Each operational area (safety, security, order, care, programs, justice, administration) will be reviewed annually against ACA standards.

Monthly Standard Review: ACA standards will be integrated into the monthly rotation, ensuring each standard is reviewed over the course of the year.

D. Internal Security Audit Compliance

Quarterly Internal Audits: Security staff will conduct full audits of key control, tool control, population counts, contraband procedures, and perimeter security. Additionally, the agency security administrator will ensure quarterly safety/sanitation, ACA, PREA, EP, and security members are sent to facility to review each of their areas for compliance.

The agency security administrator will ensure that the facility undergoes a full annual security audit at the facility. The audit resembles the National Institute of Corrections security audit program.

Detention Standard Number	Review Items	Compliant	Non-compliant	Not applicable	Comments:
PERFORMANCE STANDARD: ENVIRONMENTAL HEALTH AND SAFETY (NDS 1.1)					
1.1.A	Verify a written Hazard Communication Program per OSHA 29 CFR 1910.1200 is current, facility-specific, and issued to staff.	☐	☐	☐	
1.1.A.1-2	Confirm Safety Data Sheets are available at point of use and a master SDS index with locations and emergency numbers is maintained and reviewed.	☐	☐	☐	
1.1.A 1.1.A.4.c 1.1.A.6.	Check perpetual inventories for hazardous, caustic, and flammable substances by area with issuance logs and labeling compliance.	☐	☐	☐	
1.1.B	Review annual emergency plans for likely events, including accommodations for detainees with disabilities and documentation of all-staff training.	☐	☐	☐	
1.1.D	Verify NFPA life safety compliance, documented fire drills, and resolution of deficiencies from fire and safety inspections.	☐	☐	☐	
1.1.E	Confirm pest and vermin control program is active with timely ICE/ERO notifications for infestations.	☐	☐	☐	
1.1.F 1.1.C.1.d	Validate certification of potable water supply and immediate notification procedures for violations under the Public Notification Rule.	☐	☐	☐	
1.1.G	Review generator and emergency systems testing logs against manufacturer schedules with documented repairs.	☐	☐	☐	
1.1.H.2.a, 1.1.H.2.b, 1.1.H.2.b.1, 1.1.H.2.c.	Check sharps handling in medical areas: perpetual inventory, sharps containers, infectious waste contractor validation, and post-exposure plan.	☐	☐	☐	
1.1.I 1.1.I.2, 1.1.I.3, 1.1.I.5	Verify facility housekeeping plan and universal precautions, including blood and body fluid cleanup kits and procedures.	☐	☐	☐	
1.1.I.4	Bio Hazard is stored appropriately	☐	☐	☐	
1.1.4	BIO hazard is disposed of properly	☐	☐	☐	
misc	Garbage is removed from areas and disposed of properly	☐	☐	☐	
misc	All areas of facility are clean and free of debris	☐	☐	☐	
misc	Monitor monthly temperature check reports for water and air	☐	☐	☐	
misc	Check perpetual inventories of centralized chemicals for accuracy	☐	☐	☐	
misc	Review monthly safety and sanitation reports	☐	☐	☐	
misc	Review fire extinguishers in each area	☐	☐	☐	
misc	Review work order system to ensure work orders are filled out and	☐	☐	☐	
misc	Ensure fire marshal inspection is completed annually and all deficiencies	☐	☐	☐	
misc	Review generator test logs to ensure they are being tested in	☐	☐	☐	
misc	Review fire drill documentation ensures compliance with standards	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 1.1 Environmental Health and Safety					
Clarifying Questions:					
- What external authorities inspect the facility for NFPA or OSHA compliance and how are findings tracked to closure?					
- Where is the SDS master index stored and how is access ensured for detainees working in detail assignments?					
- What is the threshold and process for immediate ICE/ERO notification for water quality or environmental events?					
- How are disability-related accommodations embedded in emergency evacuations and drills?					
PERFORMANCE STANDARD: TRANSPORTATION BY LAND (NDS 1.2)					
1.2.A 1.2.K 1.2.A.7	Confirm transport authorizations accompany detainees (I-203/I-216/I-385) and that receiving facilities acknowledge receipt.	☐	☐	☐	
1.2.b 1.2.D	Review driver qualifications and licensing, pre-departure vehicle search documentation, and seating policies including PREA considerations.	☐	☐	☐	
1.2.j 1.2.K	Verify ETD/ETA notifications to receiving facilities and procedures for overdue vehicle tracing are posted and used.	☐	☐	☐	
1.2.M	Check meal and water provision for trips exceeding six hours and accommodation for dietary needs.	☐	☐	☐	
Misc	Validate restraint use policies, including limitations for pregnant women and documentation of medical approvals when required.	☐	☐	☐	
1.2.3	Confirm property and funds are inventoried and matched against I-216/I-77 at transfer with detainee acknowledgment.	☐	☐	☐	
1.2.N, 1.2.O	Ensure vehicle sanitation schedules, communication equipment functionality, and emergency procedures are documented.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 1.2 Transportation by Land					
Clarifying Questions:					
- How are special handling and medical transfer summaries communicated before departure and upon arrival?					
- What is the escalation path when paperwork is incomplete at departure time?					
- How are opposite sex transports supervised and documented to meet policy requirements?					

PERFORMANCE STANDARD: ADMISSION AND RELEASE (NDS 2.1)					
2.1.A.	Verify intake screening includes medical, suicide risk, and sexual abuse risk components with trained staff conducting assessments.	☐	☐	☐	
2.1.A.1	Confirm LEP language access and disability screenings with accommodations provided at intake and documented.	☐	☐	☐	
2.1.B	Check private intake search areas, shower access, and issuance of clothing, bedding, and hygiene items.	☐	☐	☐	
2.1.B	Review property/funds inventory procedures and receipts, including identity document handling and copies provided.	☐	☐	☐	
2.1.I	Verify facility and ICE/ERO handbooks are issued and orientation provided in a language detainees understand within 72 hours when possible.	☐	☐	☐	
2.1.J	Confirm release procedures include identity verification, return of property, free phone call, and safe timing and means of release.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.1 Admission and Release					
Clarifying Questions:					
- What training and refresher cadence exist for staff performing suicide and sexual abuse risk screenings?					
- How is orientation delivered and tracked for LEP and detainees with disabilities?					
- Where are missing property claims logged and how is ICE/ERO notified?					
PERFORMANCE STANDARD: CUSTODY CLASSIFICATION SYSTEM (NDS 2.2)					
2.2.	Confirm initial classification and housing assignment occur within 12 hours of admission and a supervisor reviews each case.	☐	☐	☐	
2.2.C	Verify objective data sources are used and documented, including criminal history, institutional behavior, and risk factors.	☐	☐	☐	
2.2.E	Check identification and accommodation of special vulnerabilities, with least restrictive housing assignments.	☐	☐	☐	
2.2.F	Review reclassification schedule and triggers, including after incidents of abuse or upon detainee request.	☐	☐	☐	
2.2.G	Confirm appeal procedures exist with timely responses and that classification levels are identifiable, for example by uniform color.	☐	☐	☐	
2.2.H	Ensure the detainee handbook explains classification levels and appeals.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.2 Custody Classification System					
Clarifying Questions:					
- What data feeds are used to populate objective classification criteria and how are errors corrected?					
- How are vulnerability factors considered without defaulting to segregation?					
PERFORMANCE STANDARD: FACILITY SECURITY AND CONTROL (NDS 2.3)					
2.3.A	Verify comprehensive security policy covers contraband control, tool control, counts, key and lock control, and staffing analysis.	☐	☐	☐	
2.3.B	Confirm unannounced security inspections are conducted on all shifts with search logs by unit including findings and staff names.	☐	☐	☐	
2.3.C	Check perimeter security controls including sally port operations, visitor identification checks, and visitor logbook completeness.	☐	☐	☐	
2.3.D	Review key and lock control procedures for compliance with OSHA and NFPA, including gun locker access controls.	☐	☐	☐	
2.3.F	Validate tool control inventories and procedures for contractors with tool in/out logs.	☐	☐	☐	
2.3.H	Confirm contraband handling and disposal procedures distinguish hard vs soft contraband and respect disability-related aids.	☐	☐	☐	
	Ensure canine units are only used for detection and never for intimidation, with written policy governing deployments.	☐	☐	☐	
misc	Review fence check logs to ensure fence checks occur as scheduled	☐	☐	☐	
misc	Observe and accompany staff during fence check	☐	☐	☐	
misc	Observe search logs to ensure they are accurate and all detainees are	☐	☐	☐	
misc	Observe perimeter patrol to ensure they are completed checks as rec	☐	☐	☐	
misc	Ensure perimeter patrol is knowledgeable about response and weapon	☐	☐	☐	
misc	Observe key distribution is done according to policy	☐	☐	☐	
misc	Check all tool vaults for appropriate logging and shadowboard compl	☐	☐	☐	
misc	Check perpetual inventories of ammunition, chemical and less lethal munitions to ensure counts are being done in accordance with facility procedure	☐	☐	☐	
misc	Check boxes of ammunition are clearly marked and dated	☐	☐	☐	
misc	Ensure entry log has only authorized entries	☐	☐	☐	
misc	Check armory inventory for accurateness	☐	☐	☐	
misc	All firearms have been cleaned and cleaning is documented	☐	☐	☐	
misc	Unloading containers are in good condition and in all areas where loading/unloading will occur	☐	☐	☐	
misc	Review post orders to ensure they are current and staff are following procedures	☐	☐	☐	

misc	Review post log books to ensure facility supervisors are completing area checks daily and leadership weekly.	☐	☐	☐	
misc	Observe count to ensure all detainees are counted	☐	☐	☐	
misc	Review out counts to ensure they are kept to a minimum	☐	☐	☐	
misc	All firearms have been cleaned and cleaning is documented	☐	☐	☐	
misc	Unloading containers are in good condition and in all areas where loading/unloading will occur	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.3 Facility Security and Control					
Clarifying Questions:					
- How are staffing analysis and video monitoring decisions documented and reviewed annually?					
- What corrective action process follows adverse findings from security inspections?					
PERFORMANCE STANDARD: FUNDS AND PERSONAL PROPERTY (NDS 2.4)					
2.4.A	Confirm secure storage with limited access for detainee funds, valuables, and baggage with inventory records.	☐	☐	☐	
2.4.A	Verify receipts for all property held and that detainees receive copies of identity documents retained by ICE/ERO upon request.	☐	☐	☐	
2.4.D	Check quarterly inventories of stored property with discrepancy reporting to the administrator.	☐	☐	☐	
2.4.E	Validate release and transfer return procedures with language access and disability accommodations for receipts.	☐	☐	☐	
2.4.F	Review lost or damaged property investigation timelines, supervisory oversight, reimbursement, and ICE/ERO notification.	☐	☐	☐	
2.4.G	Confirm procedures for abandoned property reporting and surrender to ICE/ERO.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.4 Funds and Personal Property					
Clarifying Questions:					
- What is the process when detainee excess property cannot be mailed due to lack of address or funds?					
- How are foreign currencies safeguarded and returned?					
PERFORMANCE STANDARD: HOLD ROOMS IN DETENTION FACILITIES (NDS 2.5)					
2.5.A	Verify physical conditions: ventilation, lighting, posted capacities, seating, lavatory/handwashing, and privacy for toilets.	☐	☐	☐	
2.5.B	Confirm 12-hour maximum hold with logs that capture placement and removal times and reasons.	☐	☐	☐	
2.5.B.6	Check segregation of adults and minors, separation by sex, and handling of family groups consistent with policy.	☐	☐	☐	
2.5.C	Validate searches prior to placement and documentation of opposite sex pat-down searches when exigent.	☐	☐	☐	
2.5.D.3	Review provision of meals for holds exceeding six hours and snacks for juveniles and medically necessary cases.	☐	☐	☐	
2.5.D.4	Confirm direct supervision with irregular checks not to exceed 15 minutes and sanitation after last detainee removal.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.5 Hold Rooms in Detention Facilities					
Clarifying Questions:					
- How are exemptions for ill or special-needs detainees handled when hold room placement is inappropriate?					
- Where are hold room logs retained and for how long?					
PERFORMANCE STANDARD: POST ORDERS (NDS 2.6)					
2.6.A	Verify written post orders exist for each post describing duties and step-by-step procedures for newly assigned corporals.	☐	☐	☐	
2.6.C	Confirm master file maintenance, issuance, and version control of post orders including for temporary details.	☐	☐	☐	
2.6.C	Check evidence of periodic review and updates to post orders following policy or facility changes.	☐	☐	☐	
2.6.A	Validate staff acknowledgement that they have read and understand post orders for their assignments.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.6 Post Orders					
Clarifying Questions:					
- What is the control method for ensuring staff access only to current post orders?					
- How are emergency changes memorialized and backfilled into permanent post orders?					
PERFORMANCE STANDARD: SEARCHES OF DETAINEES (NDS 2.7)					
2.7.A	Verify written procedures for pat-down, strip, and other searches including privacy safeguards and documentation.	☐	☐	☐	
2.7.B	Confirm opposite sex search limitations and documentation of exigent circumstances.	☐	☐	☐	
2.7.	Check training records for staff on search types, PREA considerations, and dignity and privacy requirements.	☐	☐	☐	
2.7.	Validate property handling and contraband procedures linked to facility security policy.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.7 Searches of Detainees					
Clarifying Questions:					
- Where are search logs kept and how often are they audited?					
- How is language access provided during search instructions?					
PERFORMANCE STANDARD: USE OF FORCE AND RESTRAINTS (NDS 2.8)					

2.8.2	Confirm supervisory and health professional assessment precedes calculated use of force and is documented.	☐	☐	☐	
2.8.J	Verify video recording of calculated uses of force includes required elements from introduction through medical exam close-ups.	☐	☐	☐	
2.8.C	Check that prohibited techniques are absent from training and incidents, including choke holds and canine use for control.	☐	☐	☐	
2.8.D	Validate safeguards: protective gear, contamination cleanup, and immediate sanitization guidance from medical staff.	☐	☐	☐	
2.8.E	Confirm progressive and ambulatory restraints are preferred and four or five point restraints follow strict procedures.	☐	☐	☐	
2.8.I.1	Verify restrictions and documentation for restraints on pregnant detainees and post-delivery recovery.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.8 Use of Force and Restraints					
Clarifying Questions:					
- What is the timeline and audience for after-action reviews and ICE/ERO incident reviews?					
- How are staff trained and re-trained on prohibited techniques and safeguards?					
PERFORMANCE STANDARD: SPECIAL MANAGEMENT UNITS (NDS 2.9)					
2.9.A	Verify written procedures for Administrative and Disciplinary Segregation including placement criteria and documentation.	☐	☐	☐	
2.9.A	Confirm facility administrator or designee reviews administrative segregation placement prior to or immediately upon placement.	☐	☐	☐	
2.9.1.a	Check that protective custody is used only as last resort for vulnerable detainees and that access to programs is preserved.	☐	☐	☐	
2.9.3	Validate periodic reviews of continued placement and provisions for release when appropriate.	☐	☐	☐	
2.9..B.1	Confirm segregation time limits and conditions are consistent with policy and due process.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.9 Special Management Units					
Clarifying Questions:					
- What alternatives to segregation are available for detainees with special vulnerabilities?					
- How are detainees informed of reasons for placement and their review schedule?					
PERFORMANCE STANDARD: STAFF-DETAINEE COMMUNICATION (NDS 2.10)					
2.10.A	Verify routine supervisory rounds and communication opportunities are posted and logged by housing area.	☐	☐	☐	
2.10.C	Confirm timely responses to detainee requests and grievances with language access and disability accommodations.	☐	☐	☐	
2.10.E	Check postings for ICE/ERO contact and that detainees can contact corporals handling their cases.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.10 Staff-Detainee Communication					
Clarifying Questions:					
- What is the expected response timeframe for written requests and how is timeliness monitored?					
- How is confidentiality handled for sensitive communications?					
PERFORMANCE STANDARD: SEXUAL ABUSE AND ASSAULT PREVENTION AND INTERVENTION (NDS 2.11)					
2.11.A	Confirm zero-tolerance policy, PREA-aligned screening at intake, and housing decisions to mitigate risk.	☐	☐	☐	
2.11.B	Verify confidential reporting options, third-party reporting, and retaliation protections are in place and posted.	☐	☐	☐	
2.11.J	Check SART activation, access to SAFE/SANE exams, and evidence preservation procedures.	☐	☐	☐	
2.11.E	Validate specialized training for staff and volunteers and annual refreshers.	☐	☐	☐	
2.11.M	Confirm incident review, data collection, and trend analysis with corrective actions.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 2.11 Sexual Abuse and Assault Prevention and Intervention					
Clarifying Questions:					
- How are potential aggressors and potential victims identified and separated without undue restriction?					
- What is the process for offering forensic exams and documenting consent or refusal?					
PERFORMANCE STANDARD: DISCIPLINARY SYSTEM (NDS 3.1)					
3.1.A	Verify detainee rules, prohibited acts, and sanctions are posted and provided in the handbook.	☐	☐	☐	
3.1.F	Confirm due process: written notice of charges, hearings, opportunity to present evidence, and representation assistance where applicable.	☐	☐	☐	
3.1.K	Check documentation of decisions, sanctions proportionality, and appeal processes.	☐	☐	☐	
3.1.K	Validate limits on disciplinary segregation and conditions consistent with policy.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 3.1 Disciplinary System					
Clarifying Questions:					
- How is language access ensured throughout disciplinary proceedings?					
- What controls prevent overuse of segregation as a sanction?					

PERFORMANCE STANDARD: FOOD SERVICE (NDS 4.1)					
4.1.A	Confirm menus meet nutritional requirements and are approved by qualified personnel with records retained.	☐	☐	☐	
4.1.C	Verify sanitation practices, temperature logs, and health inspections with corrective actions documented.	☐	☐	☐	
4.1.F	Check accommodation of religious and medical diets and documentation of approvals.	☐	☐	☐	
4.1.B	Validate kitchen tool control, chemical controls, and detainee worker safety training.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.1 Food Service					
Clarifying Questions:					
- How are menu substitutions documented and approved?					
- What is the process for diet grievances and timely resolution?					
PERFORMANCE STANDARD: HUNGER STRIKES (NDS 4.2)					
4.2.A-B	Verify identification and monitoring procedures for suspected hunger strikes and immediate medical notification.	☐	☐	☐	
4.2.C	Confirm clinical evaluations, documentation, and communication protocols with ICE/ERO.	☐	☐	☐	
4.2-e	Check policies for involuntary medical interventions per law and ethical standards.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.2 Hunger Strikes					
Clarifying Questions:					
- How are hunger strike watch levels determined and reviewed?					
- What training do line staff receive to recognize early indicators?					
PERFORMANCE STANDARD: MEDICAL CARE (NDS 4.3)					
4.3.D	Confirm intake medical screening timelines, access to sick call, and chronic care clinics.	☐	☐	☐	
4.3.J	Verify emergency response, first aid equipment placement, and staff training.	☐	☐	☐	
4.3.J	Check offsite referral processes, continuity of care, and medical record confidentiality.	☐	☐	☐	
4.3.4	Validate medication management, including controlled substances and MAR documentation.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.3 Medical Care					
Clarifying Questions:					
- How is urgent vs routine sick call triaged and tracked?					
- What is the average time to specialty referral and how is delay risk mitigated?					
PERFORMANCE STANDARD: PERSONAL HYGIENE (NDS 4.4)					
4.4.B	Verify issuance and replenishment of hygiene items at no cost and appropriate for sex-specific needs.	☐	☐	☐	
4.4.G	Confirm access to showers, laundry, and grooming in safe and sanitary conditions.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.4 Personal Hygiene					
Clarifying Questions:					
- How are hygiene supplies adjusted for population surges?					
PERFORMANCE STANDARD: SIGNIFICANT SELF-HARM AND SUICIDE PREVENTION AND INTERVENTION (NDS 4.5)					
4.5.B	Verify comprehensive suicide prevention training at orientation with annual refreshers for all staff with detainee contact.	☐	☐	☐	
4.5.Ba	Confirm only specially trained staff assess suicide risk during initial screening and that findings are documented and communicated.	☐	☐	☐	
4.5.F	Check availability of suicide-resistant housing, observation levels, and multidisciplinary case reviews.	☐	☐	☐	
4.5.L	Validate post-incident debriefs and quality improvement actions.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.5 Significant Self-Harm and Suicide Prevention and Intervention					
Clarifying Questions:					
- How are watch level changes approved and recorded?					
- What environmental risk assessments are performed to identify ligature points?					
PERFORMANCE STANDARD: TERMINAL ILLNESS AND DEATH (NDS 4.6)					
4.6.A	Verify policies for end-of-life care, advance directives, and family or consular notifications.	☐	☐	☐	
4.6.B	Confirm mortality reviews and reporting comply with ICE requirements.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.6 Terminal Illness and Death					
Clarifying Questions:					
- Who leads mortality review and how are lessons integrated into policy changes?					
PERFORMANCE STANDARD: DISABILITY IDENTIFICATION, ASSESSMENT, AND ACCOMMODATION (NDS 4.7)					
4.7.C	Confirm disability screening at intake and ongoing identification with documented accommodations.	☐	☐	☐	
4.7.f	Verify auxiliary aids, services, and modifications are provided and communicated to staff.	☐	☐	☐	

4.7.B	Check grievance pathways specific to disability access issues.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 4.7 Disability Identification, Assessment, and Accommodation					
Clarifying Questions:					
- How is accessibility ensured for programs, services, and activities including segregation and transport?					
PERFORMANCE STANDARD: CORRESPONDENCE AND OTHER MAIL (NDS 5.1)					
5.7.E.2	Verify timely processing of incoming and outgoing mail and protections for legal mail confidentiality.	☐	☐	☐	
5.7.A	Confirm indigent detainees receive supplies and postage for legal correspondence.	☐	☐	☐	
5.7.g	Check contraband screening and notification procedures.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 5.1 Correspondence and Other Mail					
Clarifying Questions:					
- What is the average processing time for legal mail and how is it tracked?					
PERFORMANCE STANDARD: RECREATION (NDS 5.2)					
5.2.B	Confirm daily access to recreation with outdoor opportunities when feasible.	☐	☐	☐	
5.2.C	Verify equipment safety checks and supervision.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 5.2 Recreation					
Clarifying Questions:					
- How are recreation opportunities adapted for detainees with disabilities or special vulnerabilities?					
PERFORMANCE STANDARD: RELIGIOUS PRACTICES (NDS 5.3)					
5.3.A	Verify access to services, religious items, and pastoral visits without discrimination.	☐	☐	☐	
5.3.B	Confirm religious diet accommodations and documentation.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 5.3 Religious Practices					
Clarifying Questions:					
- How are security concerns balanced with religious practice needs?					
PERFORMANCE STANDARD: TELEPHONE ACCESS (NDS 5.4)					
5.4.A	Confirm detainees have reasonable and equitable telephone access, including free calls for legal and ICE/ERO contacts.	☐	☐	☐	
5.4.B	Verify accommodations for LEP and detainees with disabilities in telephone systems.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 5.4 Telephone Access					
Clarifying Questions:					
- What is the process for reporting and resolving telephone outages?					
PERFORMANCE STANDARD: VISITATION (NDS 5.5)					
5.5.G	Verify attorney and consular visitation access, privacy accommodations, and hours.	☐	☐	☐	
5.5.4.	Confirm proper identification checks, search procedures for visitors, and minors handled per policy.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 5.5 Visitation					
Clarifying Questions:					
- How are contact vs non-contact visits determined and documented?					
PERFORMANCE STANDARD: VOLUNTARY WORK PROGRAM (NDS 5.6)					
5.6.A	Confirm participation is voluntary with appropriate compensation and safe working conditions.	☐	☐	☐	
5.6.E	Verify assignment restrictions for vulnerable detainees and training for tasks.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 5.6 Voluntary Work Program					
Clarifying Questions:					
- How are work assignments matched to detainee abilities and restrictions?					
PERFORMANCE STANDARD: DETAINEE HANDBOOK (NDS 6.1)					
6.1.A-	Verify issuance of ICE/ERO National Detainee Handbook and facility handbook upon admission.	☐	☐	☐	
6.1.D	Confirm staff with detainee contact are trained on handbook contents and updates.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 6.1 Detainee Handbook					
Clarifying Questions:					
- How are translated versions managed and provided to LEP detainees?					
PERFORMANCE STANDARD: GRIEVANCE SYSTEM (NDS 6.2)					
6.2.A	Confirm grievance forms availability, assistance for LEP and detainees with disabilities, and retaliation protections.	☐	☐	☐	
6.2.1.	Verify timelines for responses and appeals and posting of emergency grievance procedures.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 6.2 Grievance System					
Clarifying Questions:					
- How is grievance data analyzed for trends and corrective actions?					
PERFORMANCE STANDARD: LAW LIBRARIES AND LEGAL MATERIALS (NDS 6.3)					

6.3.H	Verify access hours, required materials availability, copying services, and privacy to prepare legal documents.	☐	☐	☐	
6.6.J	Confirm accommodations for LEP and detainees with disabilities in accessing legal materials.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 6.3 Law Libraries and Legal Materials					
Clarifying Questions:					
- How are interrupted law library sessions rescheduled to meet court deadlines?					
PERFORMANCE STANDARD: LEGAL RIGHTS GROUP PRESENTATIONS (NDS 6.4)					
6.4.B	Verify scheduling and access for approved legal rights organizations	☐	☐	☐	
6.4.C	Confirm non-discrimination and reasonable accommodations for attendance.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 6.4 Legal Rights Group Presentations					
Clarifying Questions:					
- What notice is provided to detainees for upcoming presentations and in which languages?					
PERFORMANCE STANDARD: DETENTION FILES (NDS 7.1)					
7.1.B	Confirm contents, accuracy, and secure storage of detention files and timely updates.	☐	☐	☐	
7.1.G	Verify access controls and transfer procedures when detainees move facilities.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 7.1 Detention Files					
Clarifying Questions:					
- How are file audits conducted and discrepancies corrected?					
PERFORMANCE STANDARD: DETAINEE TRANSFERS (NDS 7.2)					
7.2.a-e	Confirm transfer packets include required forms and Medical Transfer Summary in sealed envelope marked confidential.	☐	☐	☐	
7.5.B	Verify property and funds transfer, detainee notifications, and special handling for vulnerable detainees.	☐	☐	☐	
misc	Check transfer for completeness	☐	☐	☐	
misc	Are medical Summaries included	☐	☐	☐	
misc	Observe transportation vehicle is thoroughly searched upon entry/exit of the facility	☐	☐	☐	
misc	Check understanding of safety protocols with transporting corporals	☐	☐	☐	
misc	Verify that detainees are being searched upon entry including proper	☐	☐	☐	
misc	Verify that property is inventoried and valuables are stored separately	☐	☐	☐	
misc	Observe transportation corporal training to ensure proper weapons and transport training have occurred	☐	☐	☐	
misc	Verify property and funds transfer, detainee notifications, and special handling for vulnerable detainees.	☐	☐	☐	
RELATED ICE NDS/EXPECTED PRACTICES: 7.2 Detainee Transfers					
Clarifying Questions:					
- How are urgent medical transfers coordinated to avoid gaps in care?					

Attachment 5, Applicable DHS PREA Regulation Standards

This document incorporates the requirements from Subpart A and Subpart C 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,” (PREA)) 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities, and govern the facility’s (service provider’s and all subcontractors) responsibilities when participating in the related audit to assess their compliance with the DHS PREA Standards. In accordance with the DHS PREA Standards, audits must be conducted by an independent third-party entity, who has been certified and trained by the Agency and does not have a standing conflict-of-interest. DHS PREA audits will be scheduled and funded by the Agency and facilities will be obligated to comply with the Agency’s PREA audit process.

Where any requirements of the DHS PREA standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede. Any DHS PREA standards found deficient during an audit shall be rectified by the end of the 180-day corrective action period, or the facility may be subject to financial penalties. Facilities are required to comply with all regulations listed in the below DHS PREA standards.

DHS PREA Standards Subpart C (115.201, 115.202, 115.203, 115.204, and 115.205) are included in this attachment solely to advise facilities of the auditing requirements and process.

Additionally, facilities are required to comply with all requirements listed in the following DHS PREA standards, which may contain the language “The agency or facility shall”, “The agency shall”, “if the facility...” or “to the extent that the agency or facility is responsible...” : 115.15, 115.16, 115.17, 115.21, 115.31, 115.32, 115.34, 115.42, 115.61, 115.63, 115.67, 115.71, 115.72, 115.73 (when detainees are present at the facility), and 115.76.

§ 115.6 Definitions related to sexual abuse and assault.

For purposes of this part, the term—

Sexual abuse includes—

- (1) Sexual abuse and assault of a detainee by another detainee; and
- (2) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

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:

- (1) Contact between the penis and the vulva or anus and, for purposes of this paragraph (1), contact involving the penis upon penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object;
- (4) 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
- (5) 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.

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:

- (1) Contact between the penis and the vulva or anus and, for purposes of this paragraph (1), contact involving the penis upon penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) 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;
- (4) 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;
- (5) 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;
- (6) Repeated verbal statements or comments of a sexual nature to a detainee;
- (7) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
- (8) 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.

- (c) 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.
- (d) 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 agency 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.

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.

- (a) 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.
- (b) 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.
- (c) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (d) All cross-gender pat-down searches shall be documented.
- (e) 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.
- (f) All strip searches and visual body cavity searches shall be documented.
- (g) 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.
- (h) The facility shall permit detainees in Family Residential Facilities to shower, perform bodily functions, and change clothing without being viewed by staff, 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.
- (i) The facility shall not search or physically examine a detainee for the sole purpose 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.
- (j) The agency shall train security staff in proper procedures for conducting pat-down searches, including cross- gender pat-down searches and searches of transgender and intersex detainees. All pat-down searches shall be conducted in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs and agency policy, including consideration of officer safety.

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

- (a) 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.
- (b) 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.
- (c) 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.

- (a) 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.
- (b) 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 (a) 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.
- (g) 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.

- (a) 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.
- (b) 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.

- (a) 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.
- (b) The agency and each facility developing an evidence protocol referred to in paragraph (a) 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.

- (c) 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.
- (d) 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.
- (e) 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 (a) through (d) of this section.

§ 115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (a) 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. The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse.
- (b) 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.
- (c) 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.
- (d) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (e) and (f) 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.
- (e) 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.

- (f) 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.

- (a) 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:
 - (1) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
 - (2) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (3) Definitions and examples of prohibited and illegal sexual behavior;
 - (4) Recognition of situations where sexual abuse may occur;
 - (5) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
 - (6) How to avoid inappropriate relationships with detainees;
 - (7) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
 - (8) Procedures for reporting knowledge or suspicion of sexual abuse; and
 - (9) 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.
- (b) 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.
- (c) 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.

- (a) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (d) 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.
- (b) 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.
- (c) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.

- (d) 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.

- (a) 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:
- (1) Prevention and intervention strategies;
 - (2) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
 - (3) 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;
 - (4) Information about self-protection and indicators of sexual abuse;
 - (5) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
 - (6) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (b) 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.
- (c) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (d) Each facility shall post on all housing unit bulletin boards the following notices:
- (1) The DHS-prescribed sexual assault awareness notice;
 - (2) The name of the Prevention of Sexual Abuse Compliance Manager; and
 - (3) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (e) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (f) 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.

- (a) 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.
- (b) 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.

- (b) The training required by this section shall cover, at a minimum, the following topics:
- (1) How to detect and assess signs of sexual abuse,
 - (2) How to respond effectively and professionally to victims of sexual abuse,
 - (3) How and to whom to report allegations or suspicions of sexual abuse, and

- (4) How to preserve physical evidence of sexual abuse. If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
- (c) 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.

- (a) 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.
- (b) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (c) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
 - (1) Whether the detainee has a mental, physical, or developmental disability;
 - (2) The age of the detainee;
 - (3) The physical build and appearance of the detainee;
 - (4) Whether the detainee has previously been incarcerated or detained;
 - (5) The nature of the detainee's criminal history;
 - (6) Whether the detainee has any convictions for sex offenses against an adult or child;
 - (7) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
 - (8) Whether the detainee has self-identified as having previously experienced sexual victimization; and
 - (9) The detainee's own concerns about his or her physical safety.
- (d) 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.
- (e) 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.
- (f) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (c)(1), (c)(7), (c)(8), or (c)(9) of this section.
- (g) 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.

- (a) 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.

- (b) 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.
- (c) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

§ 115.43 Protective custody.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:
 - (1) 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
 - (2) 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.
- (e) 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.

- (a) 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.

- (b) 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.
- (c) 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.

- (a) 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.
- (b) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (c) 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.
- (d) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (e) 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.
- (f) 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.

§ 115.62 Protection duties.

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.

- (a) 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 appropriate office of the agency or the administrator of the facility where the alleged abuse occurred.
- (b) The notification provided in paragraph (a) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (c) The agency or facility shall document that it has provided such notification.
- (d) 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.

- (a) 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:
 - (1) Separate the alleged victim and abuser;

- (2) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
 - (3) 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
 - (4) 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.
- (b) 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.

- (a) 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.
- (b) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (c) If a victim of sexual abuse is transferred between facilities covered by subpart A or B of this part, 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.
- (d) If a victim is transferred from a DHS immigration detention facility to a facility not covered by paragraph (c) of this section, 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.

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.

- (a) 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.
- (b) The agency shall employ multiple protection measures, such as housing changes, removal of alleged staff or detainee abusers from contact with victims, and emotional support services for detainees or staff who fear retaliation for reporting sexual abuse or for cooperating with investigations.
- (c) 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. Items the agency should monitor include any detainee disciplinary reports, housing or program changes, or negative performance reviews or reassignments of staff. DHS shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.

§ 115.68 Post-allegation protective custody.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

- (a) 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.
- (b) 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.
- (c)(1) 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) Interviewing alleged victims, suspected perpetrators, and witnesses;
 - (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
 - (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) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
 - (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) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (c)(2) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (b) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (d) 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.

- (e) 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.
- (f) 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.

§ 115.72 Evidentiary standard for administrative investigations.

When an administrative investigation is undertaken, the agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse are substantiated.

§ 115.73 Reporting to detainees.

The agency shall, when the detainee is still in immigration detention, or where otherwise feasible, following an investigation into a detainee's allegation of sexual abuse, notify the detainee as to the result of the investigation and any responsive action taken.

DISCIPLINE

§ 115.76 Disciplinary sanctions for staff.

- (a) 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.
- (b) 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, 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 (1)–(4) and (7)–(8) of the definition of “sexual abuse of a detainee by a staff member, contractor, or volunteer” in § 115.6.
- (c) 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.
- (d) 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.

- (a) 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.
- (b) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (c) 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.

- (a) 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.
- (b) At all steps in the disciplinary process provided in paragraph (a), 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.
- (c) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (d) 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.
- (e) 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.
- (f) 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.

- (a) 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.
- (b) 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.
- (c) 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.

- (a) 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.
- (b) 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.

- (a) 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.
- (b) 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.
- (c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.

- (d) 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.
- (e) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (f) 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.
- (g) 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.

- (a) 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 agency PSA Coordinator.
- (b) 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.
- (c) 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, Field Office Director or his or her designee, and the agency PSA Coordinator.

§ 115.87 Data collection.

- (a) 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.
- (b) 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.

- (a) During the three-year period starting on July 6, 2015, and during each three-year period thereafter, the agency shall ensure that each immigration detention facility that has adopted these standards is audited at least once.
- (b) 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.
- (c) Audits under this section shall be conducted pursuant to §§ 115.201 through 115.205.
- (d) Audits under this section shall be coordinated by the agency with the DHS Office for Civil Rights and Civil Liberties, which may request an expedited audit if it has reason to believe that an expedited audit is appropriate.

§ 115.95 Additional provisions in agency policies.

The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.

Subpart C—External Auditing and Corrective Action

§ 115.201 Scope of audits.

- (a) The agency shall develop and issue an instrument that is coordinated with the DHS Office for Civil Rights and Civil Liberties, which will provide guidance on the conduct of and contents of the audit;
- (b) The auditor shall review all relevant agency policies, procedures, reports, internal and external audits, and accreditations for each facility type.
- (c) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
- (d) The auditor shall have access to, and shall observe, all areas of the audited facilities.
- (e) The agency shall provide the auditor with relevant documentation to complete a thorough audit of the facility.
- (f) The auditor shall retain and preserve all documentation (including, e.g., videotapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the agency upon request.
- (g) The auditor shall interview a representative sample of detainees and of staff, and the facility shall make space available suitable for such interviews.
- (h) The auditor shall review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited.
- (i) The auditor shall be permitted to conduct private interviews with detainees.
- (j) Detainees shall be permitted to send confidential information or correspondence to the auditor.
- (k) Auditors shall attempt to solicit input from community-based or victim advocates who may have insight into relevant conditions in the facility.
- (l) All sensitive but unclassified information provided to auditors will include appropriate designations and limitations on further dissemination. Auditors will be required to follow all appropriate procedures for handling and safeguarding such information.

§ 115.202 Auditor qualifications.

- (a) An audit shall be conducted by entities or individuals outside of the agency and outside of DHS that have relevant audit experience.
- (b) All auditors shall be certified by the agency, in coordination with DHS. The agency, in coordination with DHS, shall develop and issue procedures regarding the certification process,

which shall include training requirements.

(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting other audits, or other consulting related to detention reform) within the three years prior to the agency's retention of the auditor.

(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent audits or other consulting related to detention reform.

§ 115.203 Audit contents and findings.

(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the facility under review.

(b) Audit reports shall state whether facility policies and procedures comply with relevant standards.

(c) For each of these standards, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.

(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.

(e) Auditors shall redact any personally identifiable detainee or staff information from their reports, but shall provide such information to the agency upon request.

(f) The agency shall ensure that the auditor's final report is published on the agency's Web site if it has one, or is otherwise made readily available to the public. The agency shall redact any sensitive but unclassified information (including law enforcement sensitive information) prior to providing such reports publicly.

§ 115.204 Audit corrective action plan.

(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.

(b) The agency and the facility shall develop a corrective action plan to achieve compliance.

(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.

(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.

(e) If the facility does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

§ 115.205 Audit appeals.

(a) A facility may lodge an appeal with the agency regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.

- (b) If the agency determines that the facility has stated good cause for a re- evaluation, the facility may commission a re-audit by an auditor mutually agreed upon by the agency and the facility. The facility shall bear the costs of this re- audit.
- (c) The findings of the re-audit shall be considered final.

Detention-Transportation Template

Instructions: Vendors billing ICE for bed space and/or transportation will populate the Detention-Transportation Template and send the populated template to CORs and the ERO RPA Team (ERORPA@ice.dhs.gov). The corresponding Quick Reference Guide (QRG) provides additional instructions on template population. Please find the terms used in this sheet defined below.

Tab	Field	Definition
Summary	AOR	The Area of Responsibility field indicates which of the 25 field offices has geographical jurisdiction over this detention facility or transportation vendor
Summary	Detention Facility or Transportation Vendor	The name of the detention facility or transportation vendor
Summary	Prime Contractor	The name of the prime contractor
Summary	Street Address	The address of the detention facility or transportation vendor
Summary	City/State/Zip	The City, State, and Zip Code the detention facility or transportation vendor is in
Summary	Detention Location Code	A specific code for your detention location. If transportation only, enter vendor name (also referred to as "DETLOC")
Summary	Point of Contact	The point of contact for the invoice
Summary	E-mail Address	The above POC's e-mail address
Summary	Contract Number	The contract number associated with the detention facility or transportation vendor
Summary	UEI	Unique Entity Identifier number
Summary	TIN	Tax ID Number
Summary	COR	The contracting officer representative associated with the detention facility or transportation vendor
Summary	COR Email Address	The email address for the contracting officer representative associated with the detention facility
Summary	ACOR	The alternate contracting officer representative associated with the detention facility or transportation vendor
Summary	Invoice Start	The beginning date of the period for which you are invoicing
Summary	Invoice End	The ending date of the period for which you are invoicing
Summary	Date Range	The amount of days within the invoice period (i.e. 09/01/2019-09/30/2019 = 30)
Summary	Invoice Number	The number identifying this specific invoice
Summary	Invoice Date	The date of submission of the invoice
Summary	Bed Space Guaranteed Minimum Table	If applicable to the contract, fill out the Contract Line Item Number, Bed Days, and Rate that was guaranteed
Summary	Bed Space Rate Breakdown Table	For all non-guaranteed bed space use, fill out the Contract Line Item Number, Bed Days, and Rate, and Cost by pricing tier (if tiered pricing is applicable)
Summary	Transportation Table	This table summarizes information from the (1) Detainees Transported , (2) Missions and (3) Additional Mission Expenses tabs to identify a Total Transportation Cost (a) Total Regular and Overtime Office Cost (auto-calculated) (b) Cost Per Mile for Bus and Sedan/SUV/Van (c) Current Billing Period Total Miles - Indicating the total miles being billed on the Missions tab (d) Total Mileage Cost - The total miles being billed multiplied times the applicable rates (e) Guaranteed Minimum Cost (f) Indicate if contract calculates Guaranteed Minimum miles on an annual basis (g) If yes, enter the Total Miles previously billed within the current agreement POP (h) Total Additional Mission Expenses (auto-calculated) (i) Fixed Fee (if applicable) (j) Total Transportation Cost (auto-calculated)
Summary	Other Monthly Expenses Table	If applicable to the contract, fill in any field to include additional expenses that may have been part of the mission and should be accounted for in the invoice total
Summary	Notes	Fill out any notes you would like to include in this text box
Bed Space	First Name	Detainee First Name
Bed Space	Last Name	Detainee Last Name
Bed Space	Alien #	The individual alien identification number
Bed Space	Book In Date	The date the specific detainee was booked into the detention facility
Bed Space	Book Out Date	The date the specific detainee was booked out of the detention facility, if applicable. Leave blank if detainee remains at the facility
Bed Space	Total Man Days	The amount of billed days for each detainee during the invoice date range
Daily Man Day Count	Confirmation	If applicable to the contract, select "Yes" from the drop down menu in order to complete the Daily Man Day Count tab
Daily Man Day Count	Day of Month	The individual day within a month
Daily Man Day Count	Total Count	The total number of bed days being billed by day
Daily Man Day Count	Guaranteed Minimum	The total number of bed days that are guaranteed on a daily basis
Daily Man Day Count	Tier	The total number of bed days being billed at that tier
Daily Man Day Count	Match Status	The match status table compares the total man days on the Bed Space tab to the total man days on the Daily Man Day Count tab to determine a match
Detainees Transported	First Name	Detainee First Name
Detainees Transported	Last Name	Detainee Last Name
Detainees Transported	Alien #	The individual alien identification number
Detainees Transported	Mission #	The number identifying each mission in its entirety. Mission Types and nomenclature listed below: Trips with Detainees: For example, if 10 detainees are transported from A to B with 3 stops for detainee pickups there should be one unique mission number. This alphanumeric number should consist of [Detention Location] + [Calendar Year] + [5 Digit Sequential Counter that resets annually]. Example: DETLOC202000001 Travel Trip: TRAVEL + [5 Digit Sequential Counter that resets annually] Stationary Guard: STATIONARYGD + Calendar Year + MMDD. Example: STATIONARYGD20200101 Mail Run: MAIL + [5 Digit Sequential Counter that resets annually] MAIL00001 Dispatcher: DISPATCHERYEARMMDD Transportation Manager: TRANSMGRYEARMMDD Administrative Cost: ADMIN + [5 Digit Sequential Counter that resets annually] For example: ADMIN00001
Missions	Mission #	The number identifying each mission in its entirety. Mission Types and nomenclature listed below: Trips with Detainees: For example, if 10 detainees are transported from A to B with 3 stops for detainee pickups there should be one unique mission number. This alphanumeric number should consist of [Detention Location] + [Calendar Year] + [5 Digit Sequential Counter that resets annually]. Example: DETLOC202000001 Travel Trip: TRAVEL + [5 Digit Sequential Counter that resets annually] Stationary Guard: STATIONARYGD + Calendar Year + MMDD. Example: STATIONARYGD20200101 Mail Run: MAIL + [5 Digit Sequential Counter that resets annually] MAIL00001 Dispatcher: DISPATCHERYEARMMDD Transportation Manager: TRANSMGRYEARMMDD Administrative Cost: ADMIN + [5 Digit Sequential Counter that resets annually] For example: ADMIN00001
Missions	CLIN	The contract line item number associated with the cost; list all CLINS applicable to that mission separated by a comma; i.e. 001,002
Missions	Sub-Office	The Sub-Office that contracted the mission

Detention-Transportation Template

Instructions: Vendors billing ICE for bed space and/or transportation will populate the Detention-Transportation Template and send the populated template to CORs and the ERO RPA Team (ERORPA@ice.dhs.gov). The corresponding Quick Reference Guide (QRG) provides additional instructions on template population. Please find the terms used in this sheet defined below.

Tab	Field	Definition
Missions	Mission Date	The date the mission occurred
Missions	Officer Billable Regular Hours	The amount of regular Officer billable hours used
Missions	Officer Regular Rate	The rate assigned per the contract for Officer Billable Regular Hours
Missions	Officer Billable Overtime Hours	The amount of overtime Officer billable hours used
Missions	Officer Overtime Rate	The rate assigned per the contract for Officer Billable Overtime Hours
Missions	Start Odometer	The starting number of miles on the odometer
Missions	End Odometer	The ending number of miles on the odometer
Missions	Total Miles	The total amount of miles of the mission
Missions	Vehicle Number	The number identifying the vehicle used
Missions	Vehicle Owner	Answer "ICE" to indicate whether a government vehicle was used for this mission or "Contractor" for any other vehicle used. If an ICE vehicle is used, the mileage is still required to be populated, but will not be included in the calculation of cost
Missions	Vehicle Type	The type of vehicle used for the mission; options are bus, car, van, and sedan
Missions	Provider	The name of the company that provided the movement (subcontractor, prime contractor, or ICE if applicable).
Missions	Movement Type	Air Removal - Ground transportation of aliens to an airport for final removal via air Air Transfer - Transporting aliens in custody to or from an airport for domestic transfers Land Removal - Ground transportation of aliens to their country of origin for final removal (e.g., busing or walking aliens into Mexico) Legal - Transporting of aliens for legal appointments (i.e. court, lawyer or consulate visits) Medical - Transporting detainees to a hospital or clinic for medical reasons Ambulatory - Chasing an ambulance Pick Up - Apprehension of an alien from a non-ICE location. (e.g., pick up from jail / prison) Release - Transporting aliens that have been released from custody to a U.S. domestic location (i.e. bus terminal) Transfer - Transporting detainees in ICE custody from one facility to another Stationary Duty - Time spent performing detention related guard duties (e.g. front gate guard duty, facility patrols, interview escorts, detainee in/out processing, and other guard duties including remote post duties such as in-patient medical stays) Other - Transportation for a reason other than moving aliens (e.g. vehicle maintenance, file transfers)
Missions	Contract Officers	Number of contract staff participating in the mission's transportation team
Missions	ICE Officers	Number of ICE employees participating in the mission's transportation team
Missions	Male	Number of adult males transported
Missions	Female	Number of adult females transported
Missions	Juvenile	Number of juvenile aliens transported
Missions	Family Unit	Yes/No if a family unit was transported
Missions	Start Location	Location where the trip began
Missions	Start Departure Time	The time (HH:MM) when the vehicle left the start location
Missions	Start Pick Up	The number of aliens in the vehicle at the time of departure
Missions	Stop 1-10 Location	Location where the stop occurred
Missions	Stop 1-10 Odometer	Odometer reading from the vehicle after arriving at the stop location
Missions	Stop 1-10 Arrival Time	The time (HH:MM) when the vehicle arrived at the stop location
Missions	Stop 1-10 Departure Time	The time (HH:MM) when the vehicle left the stop location
Missions	Stop 1-10 Pick Up	The number of aliens that were picked up at the stop location
Missions	Stop 1-10 Drop Off	The number of aliens that were dropped off at the stop location
Missions	End Location	Location where the trip ended
Missions	End Time	The time (HH:MM) when the vehicle arrived at the end location
Missions	End Drop Off	The number of aliens dropped off at the time of arrival at the end location
Missions	Comments	Any comments regarding the trip that are relevant to the invoice or trip details
Additional Expenses	Mission #	The number identifying each mission in its entirety. Mission Types and nomenclature listed below: Trips with Detainees: For example, if 10 detainees are transported from A to B with 3 stops for detainee pickups there should be one unique mission number. This alphanumeric number should consist of [Detention Location] + [Calendar Year] + [5 Digit Sequential Counter that resets annually]. Example: DETLOC202000001 Travel Trip: TRAVEL + [5 Digit Sequential Counter that resets annually] Stationary Guard: STATIONARYGD + Calendar Year + MMDD. Example: STATIONARYGD20200101 Mail Run: MAIL + [5 Digit Sequential Counter that resets annually] MAIL00001 Dispatcher: DISPATCHERYEARMMDD Transportation Manager: TRANSMGRYEARMMDD Administrative Cost: ADMIN + [5 Digit Sequential Counter that resets annually] For example: ADMIN00001
Additional Expenses	County	The county in which the hotel expenses occurred
Additional Expenses	State (dropdown)	The state in which the hotel expenses occurred
Additional Expenses	Toll Expense	Tolls incurred on the mission
Additional Expenses	Hotel Expense	Hotel charges incurred on the mission
Additional Expenses	M&IE	Meals and Incidental Expenses incurred on the mission
Additional Expenses	Price Per Gallon	The cost of each gallon purchased
Additional Expenses	# of Gallons	The amount of fuel consumed on the mission
Additional Expenses	First/Last Day of Travel (Y or N)	Indicate with a Y or N if this is the first or last travel day to appropriately calculate GSA rate
Additional Expenses	Hotel Taxes	Only if a state does not allow the tax-exempt file, enter the amount of the hotel allocated to taxes
Other Monthly Expenses	Expense Type	If applicable to the contract enter the expense type within the appropriate section of the table. Please notes for any additional expenses not listed you have the option to add them into the "Other Miscellaneous Expenses" section
Other Monthly Expenses	CLIN	The contract line item number associated with the cost; list all CLINS applicable to that mission separated by a comma; i.e. 001,002
Other Monthly Expenses	Description	Provide any additional information to clarify the expense type
Other Monthly Expenses	Cost Per Item	The amount encountered for the expense

Detention-Transportation Template

Version: 04.09.2025

Summary Report

Vendor Reference Information	
AOR:	
Detention Facility or Transportation Vendor:	
Prime Contractor:	
Street Address:	
City/State/Zip:	
Detention Location Code:	
Point of Contact:	
E-mail Address:	
Contract Number/Task Order #:	
UEI:	
TIN:	
COR:	
COR Email Address:	
ACOR:	

Invoice Information	
Invoice Start:	
Invoice End:	
Date Range:	1
Invoice Number:	
Invoice Date:	

Detention			
Detention Rate Breakdown	Man Days	Rate	Cost
Fixed Fee (if applicable):			
Guaranteed Minimum:		\$	-
Tier 1:		\$	-
Tier 2:		\$	-
Tier 3:		\$	-
Tier 4:		\$	-
Tier 5:		\$	-
Total Bed Space Cost	0	\$	-

Transportation	
Total Regular Officer Cost:	\$ -
Total Overtime Officer Cost:	\$ -
Cost Per Mile (Bus):	N/A
Cost Per Mile (Sedan/SUV/Van):	N/A
Current Billing Period Total Miles:	
Total Mileage Cost:	\$ -
Guaranteed Minimum Cost:	\$ -
Does contract calculate GM miles annually?	No
*Total Miles previously billed in current agreement:	
Total Additional Mission Expenses:	\$ -
Fixed Fee:	\$ -
Total Transportation Cost:	\$ -

*Only applies to contracts with Annual Mileage Requirements; Amount should include total miles previously billed within the current Period of Performance

Other Monthly Expenses	
Detainee Work Program	\$ -
Sack Lunches	\$ -
Language Services	\$ -
Standard Phone Call Minutes	\$ -
Rental Space or Renovation Costs	\$ -
Detainee Mail Services	\$ -
Detainee Clothing Costs	\$ -
COVID-19 Costs	\$ -
Other Miscellaneous Expenses	\$ -
Other Monthly Expenses Total:	\$0.00

Notes

Invoice Total	\$0.00
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First Name	Last Name	Alien #	Book In Date	Book Out Date	Total Man Days
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First Name	Last Name	Alien #	Mission #
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Supporting Documentation													
Mission #	CLIN	Sub-Office	Mission Date	Officer Billable Regular Hours	Officer Regular Rate	Officer Billable Overtime Hours	Officer Overtime Rate	Start Odometer	End Odometer	Total Miles	Vehicle Number	Vehicle Owner	Vehicle Type

Movement				Total Aliens Moved				Start			End			
Provider	Movement Type	Contract Officers	ICE Officers	Male	Female	Juvenile	Family Unit	Start Location	Start Departure Time	Start Pick Up	End Location	End Time	End Drop Off	Comments

Optional									
Mission #	Destination	State	Toll Expense	Hotel Expense	M&IE	Price Per Gallon	# of Gallons	First/Last Day of Travel (Y or N)	Hotel Taxes

Capture any other monthly expenses associated with the invoice submitted to ICE. If the expense is not captured below, add expense and description to table below, "Other Miscellaneous Expenses".

Expense Type	CLIN	Description	Cost Per Item	Total
Detainee Work Program	<u>CLIN</u>	<u>Number of Days Worked</u>	<u>Cost</u>	<u>Total</u>
			\$ 1.00	\$ -
Sack Lunches	<u>CLIN</u>	<u>Number of Sack Lunches</u>	<u>Cost</u>	<u>Total</u>
				\$ -
Language Services	<u>CLIN</u>	<u>Number of Detainees Provided Service</u>	<u>Cost</u>	<u>Total</u>
				\$ -
Standard Phone Call Minutes	<u>CLIN</u>	<u>Minutes</u>	<u>Cost</u>	<u>Total</u>
				\$ -
Rental Space or Renovation Costs	<u>CLIN</u>	<u>Description</u>		<u>Total</u>
Detainee Mail Services	<u>CLIN</u>	<u>Number of Packages</u>		<u>Total</u>
Detainee Clothing Costs	<u>CLIN</u>	<u>Units/Description</u>		<u>Total</u>
COVID-19 Costs	<u>CLIN</u>	<u>Units/Description</u>		<u>Total</u>
		COVID PPE		
		COVID Phone (500 minutes)		
		(Other COVID Cost)		
		Total COVID-19 Costs		\$ -
Other Miscellaneous Expenses	<u>CLIN</u>	<u>Units/Description</u>	<u>Cost</u>	<u>Total</u>
				\$ -
				\$ -
				\$ -
		Other Miscellaneous Expenses Total		\$ -

Combating Trafficking in Persons

(a) *Definitions.* As used in the below article—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“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.

“Commercially available off-the-shelf (COTS) item” means –

- (1) Any item of supply (including construction material) that is-
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract, agreement, or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“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 service provider directly engaged in the performance of work under the agreement who has other than a minimal impact or involvement in 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.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, which are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

“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.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract, agreement, or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a service provider or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the agreement;

- (2) Procure commercial sex acts during the period of performance of the agreement; or
- (3) Use forced labor in the performance of the agreement.
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract, agreement, or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract, agreement, or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this Article shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this Article are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The service provider shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the service provider shall not only offer return transportation to a witness at a time

when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this Article apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law, contract, or agreement, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least 5 calendar days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Service Provider Requirements.* The service provider shall—

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this Article; 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 agreement, 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 Article.

(d) *Notification.* The service provider shall inform the CO immediately of—

(1) (i) Any credible information it receives from any source (including host country law enforcement) that alleges a service provider employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this Article (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that Article is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the service provider has credible evidence of fraud); and (ii) Any actions taken against service provider employees, subcontractors, or subcontractor employees pursuant to this Article.

(2) If the allegation may be associated with more than one contract, the service provider shall inform the CO for the contract with the highest dollar value.

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

(1) Requiring the service provider to remove a service provider employee or employees from the performance of the agreement;

(2) Requiring the service provider to terminate a subcontract;

(3) Suspension of contract payments until the service provider has taken appropriate remedial action;

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

- (5) Declining to exercise available options under the agreement;
- (6) Termination of the agreement for default or cause, in accordance with the termination Article of this contract; or
- (7) Suspension or debarment.

(f) *Mitigating Factor.*

When determining remedies, the CO may consider the following:

(1) Mitigating factors. The service provider had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, which may include reparation to victims for such violations.

(2) Aggravating factors. The service provider failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the CO to do so.

(g) *Full cooperation.* (1) The service provider shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any service provider rights arising in law, the FAR, or the terms of the agreement. It does not-

(i) Require the service provider to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the service provider, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the service provider from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the agreement or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the agreement that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The service provider shall maintain a compliance plan during the performance of the agreement that is appropriate-

(i) To the size and complexity of the agreement; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following.

(i) An awareness program to inform service provider employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this Article, the activities prohibited, and the actions that will be taken against the employee for violations. 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/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the service provider or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this Article) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The service provider shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the service provider's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the service provider shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The service provider shall provide the compliance plan to the CO upon request.

(5) Certification. Annually after receiving an award, the service provider shall submit a certification to the CO that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this Article and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the service provider's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this Article have been found, the service provider or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The service provider shall include the substance of this article, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this Article apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this Article to submit a certification, the service provider shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this Article.

A. Information Governance and Privacy

PRIVACY REQUIREMENTS FOR CONTRACTOR AND PERSONNEL

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.dhs.gov/system-records-notices-sorns>. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at <https://www.govinfo.gov> that replaced the FDsys website in December 2018. SORNs may be updated at any time.

Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the contractor shall perform all tasks described in this document at authorized Government facilities; the contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

Prior Approval Required to Hire Subcontractors

The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

Contractor's Commercial License Agreement and Government Electronic Information Rights

Except as stated in the Performance Work Statement and, where applicable, the contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Privacy Lead Requirements

If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the contractor shall assign or procure a Privacy Lead, to be listed under the SOW or PWS's required Contractor Personnel section. The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Unit, the Office of the Chief Information Officer, and the Records and Data Management Unit to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the

contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

B. Data Ownership

1. Accessibility of Government-owned Data

All stored program data associated with this acquisition shall be owned by the Government. As such, it shall be made accessible to the Government in accordance with the Minimum Data Access Capability described below. This accessibility is required to allow full data transparency, flexibility in performing data analytics, and integration with data from other government programs.

In addition to the Minimum Data Access Capability, the Government prefers, but does not require, that program data be accessible via Enhanced Access Capabilities as described below.

Definition of “**program data**”: Program Data refers to any data resulting from ICE and DHS organizational activity. Examples of such data include but are not limited to administrative data resulting from human resource, management, and financial actions, as well as operational data resulting from performance of the ICE mission.

Definition of “**associated with this acquisition**”: Program Data is associated with an acquisition if it is created by DHS organizational activity that is facilitated by the contractor.

Examples of how a contractor might facilitate organizational activity follow:

- Program data is stored by contractor personnel
- Program data is stored by software that is managed, developed, or used by the contractor
- Program data is stored in a repository that is managed, developed, or used by the contractor

2. Minimum Data Access Capability

- The current version of all Program Data is accessible to the Government within 24 hours of request, as well as on any pre-defined schedule as required by the Government.

Data access can occur by various means, provided that Government security requirements are met, and data is accessible in a format that is acceptable to the Government. Examples include but are not limited to APIs that are consumable by the Government, files made available for Government download (e.g., Excel Spreadsheets), or direct database query by federal or contractor personnel.

- The contractor shall format program data accessed by the Government to anticipate the maximum file size of any data to be accessed. File size shall be small enough to assure rapid processing by government applications.
- The contractor shall provide the means for the Government to interpret accessible Program Data as follows:
 - Data elements and groupings of data elements shall be clearly identifiable by labels embedded in the data itself, or by a separate schema or file layout which allows such elements and groupings to be identified.
In the case of a relational database schema defined through Data Definition Language (DDL), data elements would be represented as columns, and groupings of data would be represented as tables. In addition, relationships between tables would be described as foreign key relations.
 - Labels or names used to identify data elements and groupings of data elements shall be approved by the Government. In addition, each label or name shall be associated with a government approved definition which describes the content of data held therein.
 - Program data delivered to the Government shall conform to the Government approved definition for each data element and grouping of data elements.
 - All data accessible by the Government shall be both machine readable and human-readable in plain text.
 - All reference data associated with Program Data also needs to be accessible to the Government. Such reference data is required to provide complete understanding of a record.

Reference Data Example: Program data may include a city code which uniquely identifies a city. Reference data associated with a city code may include its name, geographic boundaries, population, median income, etc. This example is provided for clarification of the meaning of reference data and may or may not apply to this specific acquisition. Examples of other reference data codes would include codes representing eye color, gender, country of origin, etc.

3. Enhanced Access Capabilities

The Government prefers that sharing of program data take place via an Application Programming Interface (API) or multiple APIs. APIs allow the Government to efficiently consume data via a widely recognized standard where the data has been completely abstracted from the technology platform that produces it.

In addition, the Government prefers that sharing of program data take place using techniques that enhance efficiency, such as Change Data Capture (CDC). CDC enhances efficiency of data transfer by providing only incremental updates to program data as opposed to providing all program data each time data is shared.

C. Records Management

REC: 1.1: Required DHS Basic Records Management Training: The contractor shall provide DHS basic records management training for all Government contractor employees and Subcontractors at the outset of their work on the contract and every year thereafter. A hardcopy of the training will be provided as vendors will not have access to ICE systems. The contractor shall maintain copies of certificates as a record of compliance. The contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the contractor's employees and Subcontractors.

REC 1.2: Federal Records are the Property of the U.S. Government: The contractor shall treat all federal records (as defined in 44 U.S.C. § 3301) under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. Any records containing information regarding detainees are considered Federal records and the contractor shall comply with 8 C.F.R. §236.6. The contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. As consistent with Federal records schedules and the terms of this contract, the contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. Prior to any destruction, the contractor shall consult with the Contracting Officer or Contracting Officer's Representative to ensure any such destruction follows the governing National Archives and Records Administration (NARA) records control schedule. The Agency owns the rights to all information and records produced as part of this contract.

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The contractor shall not create or maintain any records containing any Government agency data that are not specifically tied to or authorized by the contract.

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

REC 1.5: Comply With All Records Management Requirements: The contractor agrees to comply with Federal records management laws, regulations, and Agency policies, including those associated with the safeguarding of records covered by the Privacy Act of 1974, 44 U.S. Code Chapter 31 (Records Management By Federal Agencies), and CFR Title 36 Chapter XII Subchapter B (Records Management). These include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the governing NARA records control schedules. The contractor must report any unlawful or accidental removal, defacing, alteration, or destruction of records to the COR immediately upon discovery.

REC 1.7: Return of all Federal and Agency Records: Upon termination or expiration of the contract, the Contractor must return all Federal and Agency records created or maintained as part of the contract. These records must be returned to the Contracting Officer, Contracting Officer's Representative, or other Designated Agency Representative in a format that ensures they are accessible to the Agency without the use of proprietary software that requires the Agency to engage in additional acquisition or procurement actions.

REC 1.8: Submission of a Records Plan: Prior to the start of the contract, the contractor must submit a Records Plan outlining how it will maintain ICE records throughout the duration of the contract period. The plan must include the following items:

- a. A statement acknowledging awareness of relevant General Records Schedules (GRS); DHS records schedules; and ICE records schedules and their intent to comply with the applicable retention requirements. (ICE records schedules can be found at the following link: [Records Control Schedules | National Archives](#))
- b. A summary of recordkeeping activities it plans to undertake to ensure all records are properly maintained during the entire records lifecycle (e.g., creation, disposition, etc.). This summary must include where and how ICE records will be stored in an acceptable climate-controlled environment.
- c. A summary of electronic recordkeeping activities it plans to undertake to ensure compliance with electronic records management (ERM) practices that are currently underway in ICE (e.g., cloud storage, metadata management, etc.). The plan must include details regarding any video/audio records it creates or uses and how they will be stored during lengthy periods of time.
- d. A point of contact for addressing recordkeeping issues and rectifying any discrepancies noted during a records assessment and/or inspection.

The Records Plan must be approved by the ICE Records Officer no sooner 30 days before the start of the contract period.

D. Compliance with DHS Security Policy Terms and Conditions:

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

E. Security Review Terms and Conditions

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of

the Inspector General, authorized Contracting Officer Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

F. Contractor Employee Access (July 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”;

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal

enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any

medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

- (A) Truncated SSN (such as last 4 digits);
- (B) Date of birth (month, day, and year);
- (C) Citizenship or immigration status;
- (D) Ethnic or religious affiliation;
- (E) Sexual orientation;
- (F) Criminal history;
- (G) Medical information; and
- (H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

Alternate II (JULY 2023)

When the Department has determined contract employee access to controlled unclassified information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to information resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

G. Safeguarding of Controlled Unclassified Information (July 2023)

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

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”;

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

- (A) Truncated SSN (such as last 4 digits);
- (B) Date of birth (month, day, and year);
- (C) Citizenship or immigration status;
- (D) Ethnic or religious affiliation;
- (E) Sexual orientation;
- (F) Criminal history;
- (G) Medical information; and
- (H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that—

- (1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
- (2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

- (1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;
- (2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
- (3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

- (1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These

policies and procedures are accessible at <https://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at <https://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a *FIPS 140-2/140-3 Security Requirements for Cryptographic Modules* validated cryptographic module identified on <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules>. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover,

including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Unique Entity Identifier (UEI);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
- (v) Contracting Officer POC (address, telephone, and email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms, or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the government PII or SPII contained within the system;
- and
- (xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements.*

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections;
- (ii) Investigations;

- (iii) Forensic reviews;
- (iv) Data analyses and processing; and
- (v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, *Guidelines for Media Sanitization*. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, *Guidelines for Media Sanitization*, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

ALTERNATE I (JULY 2023)

(h) *Authority to Operate.* The Contractor shall not collect, process, store, or transmit CUI within a Federal information system until an ATO has been granted by the Component or Headquarters CIO, or designee. Once the ATO has been granted by the Government, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. Unless otherwise specified in the ATO letter, the ATO is valid for 3 years. An ATO is granted at the sole discretion of the Government and can be revoked at any time. Contractor receipt of an ATO does not create any contractual right of access or entitlement. The Government's grant of an ATO does not alleviate the Contractor's responsibility to ensure the information system controls are implemented and operating effectively.

(1) *Complete the Security Authorization process.* The Security Authorization (SA) process shall proceed according to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems* (Version 13.3, February 13, 2023), or any successor publication; and the *Security Authorization Process Guide*, including templates. These policies and templates are accessible at <https://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

(i) *Security Authorization Package.* The SA package shall be developed using the government-provided Security Requirements Traceability Matrix and SA templates. The SA package consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). The Contractor shall submit a signed copy of the SA package, validated by an independent third party, to the COR for review and approval by the Component or Headquarters CIO, or designee, at least 30 days prior to the date of operation of the information system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of modified documents.

(ii) *Independent Assessment.* Contractors shall have an independent third party validate the security and privacy controls in place for the information system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800–53, *Security and Privacy Controls for Information Systems and Organizations*, or successor publication, accessible at <https://csrc.nist.gov/publications/sp>. The Contractor shall address all deficiencies before submitting the SA package to the COR for review.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the Contractor shall renew the ATO every 3 years. The Contractor is required to update its SA package as part of the ATO renewal process for review and verification of security controls. Review and verification of security controls is independent of the system production date and may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. The updated SA package shall be submitted for review and approval by the Component or Headquarters CIO, or designee, at least 90 days before the ATO expiration date. The Contractor shall update its SA package by one of the following methods:

(i) Updating the SA package in the DHS Information Assurance Compliance System; or

(ii) Submitting the updated SA package directly to the COR.

(3) *Security Review.* The Government may elect to conduct periodic reviews to ensure that the security requirements contained in the contract are being implemented and enforced. The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in security review activities. The Contractor shall afford DHS, the Office of the Inspector General, other government organizations, and Contractors

working in support of the Government access to the Contractor's facilities, installations, operations, documentation, databases, networks, systems, and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Component or Headquarters CIO, or designee, to coordinate and participate in review and inspection activity by government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government (including providing all requested images), for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Federal Reporting and Continuous Monitoring Requirements.* Contractors operating information systems on behalf of the Government shall comply with Federal reporting and information system continuous monitoring requirements. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2015 DHS Information Security Performance Plan, or successor publication, accessible at <https://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The plan is updated on an annual basis. Annual, quarterly, and monthly data collection will be coordinated by the Government. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for information systems. The Contractor shall provide the COR with requested information within 3 business days of receipt of the request. Unless otherwise specified in the contract, monthly continuous monitoring data shall be stored at the Contractor's location for a period not less than 1 year from the date the data are created. The Government may elect to perform information system continuous monitoring and IT security scanning of information systems from government tools and infrastructure.

(End of clause)

Notification of Credit Monitoring Requirements for Personally Identifiable Information Incidents (July 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

- (i) Truncated SSN (such as last 4 digits);
- (ii) Date of birth (month, day, and year);
- (iii) Citizenship or immigration status;
- (iv) Ethnic or religious affiliation;
- (v) Sexual orientation;
- (vi) Criminal history;
- (vii) Medical information; and
- (viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) PII and SPII Notification Requirements.

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII or SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and

(vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

Information Technology Security Awareness Training (July 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be

completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

Privacy Training – Alternate I (DEVIATION)(July 2023)

(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at

<http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

Physical Plant Requirements

A. Enforcement and Removal Operations Office Space

The service provider shall refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a 300 bed facility. Please note, ICE Design Standards do not apply to existing buildings. The requirements include but are not limited to the following:

1. A total of offices and workstations as outlined below:
 - a. 0 Office - Assistant Field Office Director
 - b. 0 Office - Officer in Charge
 - c. 0 Office - Assistant Officer in Charge
 - d. 0 Office - Intelligence Officer
 - e. 0 Office - Chief Immigration Enforcement Agent
 - f. Offices - Supervisory Detention & Deportation Officers
 - g. 2 Offices - Deportation Officers
 - h. Offices - Supervisory Immigration Enforcement Agents
 - i. Workstations - Immigration Enforcement Agents
 - j. Offices - Supervisory Deportation Assistant
 - k. 2 Workstations - Detention & Removal Assistants (Case Processing Specialists)
 - l. Office - Mission Support Specialist
 - m. Offices - Contracting Officer's Representative
 - n. Office - Intelligence Research Specialist
 - o. Office - Training Officer
 - p. Workstations - Mission Support Assistant
 - q. Workstation – Receptionist
 - r. Workstation - OIC Secretary
 - s. Workstation - Records Tech
 - t. Workstation - Mail/File Clerk
 - u. File rooms (see Standards for size and quantity)
 - v. Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
 - w. Employee break rooms (see Standards for size and quantity)
 - x. IT computer support rooms must be provided throughout ICE space per the specifications. Including specialized requirements for climate control of IT equipment rooms for Public Health Service, Executive Office of Immigration Review, and ICE office area.
 - y. Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

B. Office of the Principal Legal Advisor (OPLA) Space

The service provider shall refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a bed facility. All furniture and case goods shall be

furnished by the service provider in accordance with ICE Design Standards. The requirements include but are not limited to the following:

1. 0 Office – Deputy Chief Counsel (see Standards for size)
2. 0 Offices – Assistant Chief Counsel (see Standards for size)
3. 0 Workstations - Legal Technicians (see Standards for size)
4. 0 Workstation - Mail/File Clerk
5. Office support space must be provided per the ICE OPLA Design Standards.

C. Executive Office for Immigration Review (EOIR) Space

The service provider shall refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing requirements for a _____ bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The requirements include but are not limited to the following:

1. 0 Courtrooms and accompanying office and support space as per the EOIR Design Standards for a _____ bed facility. The office space is per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video teleconferencing court. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards.
2. 0 Hard walled offices (see Standards for size)
3. 0 Workstations (see Standards for size)
4. Visitation space must be provided to meet the ACA and applicable standard.
5. Separate entrance for judges required with complete security system and access to parking lot. Must be ADA compliant.
6. EOIR Support Space must be provided per the EOIR 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 aliens as required in high frequency rates and varying numbers i.e., a busload up to 100 aliens at one time. The processing area shall be in compliance with the ICE Hold Room Standard and the applicable standard to this agreement.

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. If applicable, EOIR shall have a separate system within EOIR IT space as per the EOIR Design.

Transportation

- A. All transportation of ICE detained aliens shall be conducted in accordance with the agreement's applicable standards. 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 detained alien of the opposite sex and if there is an expectation that a pat search will occur during transport, an officer of the same sex as the aliens(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 U.S. General Services Administration (GSA) rates. 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. 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/On-call Services Rate: The service provider agrees, upon request of ICE in whose custody an ICE alien is held, to provide all such ground transportation/escort/on-call services as may be required to transport detained alien 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 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.
- E. Medical/Legal Transportation: The service provider shall provide transportation and escort guard services for ICE alien to and from a medical facility and attending off-site court proceedings. An officer or officers shall keep the detained alien under constant supervision twenty-four (24) hours per day until the detained alien 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, alien 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 alien to a hospital location. An officer(s) shall keep the alien under supervision 24 hours per day until the alien is ordered released from the hospital, or at the order of the COR. The service provider shall then return the alien to the Facility. The service provider shall ensure that at least one officer responsible for the security of the alien while he/she is an in-patient at the hospital will be of the same sex as the alien.
- G. Indemnities: Furthermore, the service provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including

third-party liability or worker's compensation, arising from the conduct of the service provider and its employees during the course of transporting ICE detained aliens.

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 alien.
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 alien 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 aliens 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. 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. In addition, the service provider agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the service provider, agents, or other persons acting on behalf of the service provider. 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. 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 17 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 15).
 8. If applicable, a list of the Government vehicles authorized for use by the service provider is found as Attachment 18.
- 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 aliens to unspecified, miscellaneous locations.
- L. When the COR provides documents to the service provider concerning the alien(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 alien(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. Anticipated Transportation Routes: The anticipated transportation routes and/or destinations are attached and describe the total expected mileage. The requirements are **one-way routes from the facility**. All medical runs are considered round trip routes. Mileage may vary depending on the starting point of the destination.

A list of anticipated routes is listed in Attachment 10A. Routes are provided for planning purposes, describing typical movement requirements, but are not all inclusive of all potential requests. Routes are billable where detained aliens are being transported.

- Q. Transportation Reporting Requirements: The service provider shall document all transportation movements in accordance the instructions in Attachment 6. This data will be collected through form Attachment 6 in excel-based format and submitted to the COR every month, with every invoice. Additionally, Quarterly Status Reports shall be provided as indicated below:

Reporting Requirements	Description
1. Monthly Status Report	The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Data Collection Categories and Descriptions contained in Attachment 6. An electronic excel based template for data collection will be provided to the service provider upon award to submit as a part of the Monthly Status Report. A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours (time spent performing transportation related activities) and On-call Guard Hours (time spent performing detention related on-call guard activities). A breakdown of the total number of vehicles used (year, model, and capacity) will also be required if the service provider is using service provider owned vehicles. A list of government vehicles used will be required if the service provider uses government owned vehicles. This information will be available electronically to government users and submitted monthly with each service provider invoice.
2. Quarterly Status Report	This report will be produced every three months to document and provide the vehicle telematics data collected from all movement of ERO serviced agreement hours for the previous quarter. It will include a summation of the previous Monthly Status reports and document any fluctuations in demand or trends in provided service.

Recommendations for surges or lulls will also be included in the quarterly performance report along with the service provider's capability to respond.

Attachment 11, Virtual Attorney Visitation

The VAV program utilizes common web conferencing and videoconferencing applications to enable legal representatives to meet with their clients or prospective clients virtually using video technology in private rooms or booths to ensure confidentiality of communications during remote legal visits. VAV is not a substitute for in-person meetings, but it does provide an alternative for legal service providers to communicate with clients in a timely and efficient manner.

- The same guidelines in applicable ICE detention standards for in-person attorney/client visits will apply to virtual attorney client meetings and legal calls. Only legal representatives, legal assistants, and interpreters will be allowed; no family or friends of the clients are permitted. The attorney and/or his/her agents may contact outside interpretation services during the call or session. To ensure confidentiality of communications between detainees and legal representatives, the existing visitation officer shall maintain safety and security for all detainees/residents utilizing VAV. The officer shall be stationed outside of the confidential room, standing out of earshot, but within view to assist with any issues that may arise.
- Service provider shall identify private rooms or booths in the facility for VAV to be available in accordance with each facility's legal visitation hours (but at least eight (8) hours per day on weekdays and four (4) hours per day on weekends and holidays in accordance with ICE detention standards). Phone booths should be soundproofed to at least the 30-35 decibel (dB) level to keep VAV conversations private.
- VAV rooms or booths must have closeable doors and the Service Provider should ensure visibility of detainees through windowed doors or other alternatives to ensure safety, while still maintaining confidentiality of the attorney-client communication. Booths should be detention grade. Features of a detention grade secure video visitation booth (SVVB) include seating (e.g. a stool, bench, chair, or desk integration [optional]), hardware-agnostic video mount and with access for HVAC and fire suppression where required by code.
- The Service Provider shall have at least two telephones and a network line per station, with one telephone jack, a FAX-compliant plain old telephone service (POTS) line, and a VTC line.
- *When not being utilized for legal visitation, these booths may be used for asylum interviews, credible fear interviews, forensic competency evaluations, or immigration judge (IJ) review hearings. VAV deliverables will not be apply in these situations.*

The VAV program shall be operational within **3 months of contract award/modification** to include purchase and installation of equipment, training of staff, implementation of VAV procedures, and policy updates. The vendor shall provide bi-weekly updates to the COR and CO until finalization of the project. If additional time is needed for delivery, the vendor should immediately contact the CO to negotiate an updated delivery and price. Please note that if the vendor does not meet the agreed upon delivery date and fail to provide an excusable delay, ICE will reduce the overall price by 1% for each week the project is delayed.

Deliverables:

All deliverables listed below shall be submitted to the Contracting Officer Representative (COR) within **2 months of contract award** for review and approval:

- The service provider shall create and implement procedures, in writing, through which legal representatives can utilize an online scheduling system to verify legal representatives and schedule legal visits or confidential legal calls. The procedures shall be added to the posted Legal Visitation Rules for each facility and be made available to the COR for posting on the facility webpage on www.ICE.gov. *Please note that service providers can enroll (at no cost to the contractor) in ICE's ERO eFile Detention Facility Appointment Scheduler (DFAS), which is an online scheduling system for legal visits, or utilize their own internal online scheduling system.*
- The service provider shall appropriately staff the online scheduling system to ensure timely scheduling and response to requests.
- The service provider shall create and implement procedures, in writing, through which detained individuals and legal representatives may exchange confidential and non-confidential messages (such as the use of a dedicated email box or electronic messaging platforms). The service provider shall send written procedures to the ERO COR for posting on the facility webpage on www.ICE.gov.
- The service provider shall create and implement procedures, in writing, through which detained individuals and legal representatives may exchange confidential documents, via electronic means (e.g., facsimile or email), such as to obtain signatures. The service provider shall send written procedures to the ERO COR for posting on the facility webpage on www.ICE.gov.

The service provider shall maintain a usage log of the VAV and provide this to the ERO COR and the VAV-Usage-Logs@ice.dhs.gov mailbox on a monthly basis. The usage log shall be provided using Microsoft Excel and include the following data elements:

- 1) Name of detainee and A#
- 2) Name of legal representative
- 3) Length of Call
- 4) Wait time (if applicable)
- 5) Interpreter Needed (if applicable)
- 6) Interpreter Language (if applicable)

Please note that service providers that manage the scheduling of virtual legal visits through DFAS do not have to submit monthly usage logs to the VAV-Usage-Logs@ice.dhs.gov mailbox as DFAS creates an electronic log that contains all of the required data elements noted above. DFAS is an online scheduling system that allows legal representatives, vetted and approved through ERO eFile, to schedule legal visits. Service providers can request for their facilities to be enrolled by contacting the EROeFile.HelpDesk@ice.dhs.gov mailbox.

All procedures and or manuals shall be provided to the COR for review annually.

The service provider shall notify ICE if the scheduling process changes, in advance of the changes taking effect.

Here is an outline of requirements a service provider should meet to facilitate virtual court hearings effectively:

1. Security and Privacy

- **End-to-End Encryption:** Ensure all communications are encrypted to protect sensitive information.
- **Access Control:** Implement secure authentication methods (e.g., multi-factor authentication) for participants.
- **Compliance with Legal Standards:** Meet applicable federal, state, and local regulations, including data protection laws.
- **Audit Trails:** Provide logs of all activities during hearings for accountability and recordkeeping.

2. Reliability and Performance

- **High-Quality Video and Audio:** Support high-definition video and clear audio to ensure participants can communicate effectively.
- **Low Latency:** Minimize delays to facilitate real-time interaction.
- **Scalability:** Handle varying numbers of participants without compromising performance.
- **Redundancy:** Include backup systems to ensure continuity in case of technical failures.

3. Accessibility

- **User-Friendly Interface:** Provide an intuitive platform for participants with varying levels of technical expertise.
- **ADA Compliance:** Ensure accessibility for individuals with disabilities, including screen reader compatibility and closed captioning.
- **Language Support:** Offer multilingual options or integration for interpreters.

4. Features for Court Proceedings

- **Participant Management:** Allow hosts to manage participants (e.g., mute/unmute, remove participants).
- **Breakout Rooms:** Provide private virtual rooms for attorney-client consultations or jury deliberations.
- **Document Sharing:** Enable secure sharing of evidence and legal documents during hearings.
- **Recording and Archiving:** Offer secure recording and storage of proceedings for official records.
- **Time Stamping:** Include features for time-stamped notes or annotations.

5. Technical Support

- **Real-Time Support:** Provide immediate assistance during hearings to resolve technical issues.
- **Training and Resources:** Offer training materials and sessions for court staff and participants.
- **Compatibility:** Ensure compatibility with various devices and operating systems.

6. Integration Capabilities

- **Case Management Systems:** Integrate with existing court case management systems for seamless workflow.
- **E-Signature Tools:** Support electronic signing of documents during hearings.
- **Calendar and Scheduling:** Include tools for scheduling hearings and sending reminders.

7. Compliance and Certification

- **Court-Specific Standards:** Adhere to specific requirements set by the judiciary.
- **Certifications:** Obtain certifications for security, privacy, and reliability (e.g., ISO 27001).

8. Ethical Considerations

- **Neutrality:** Ensure the platform does not introduce bias or interfere with the judicial process.
- **Data Ownership:** Courts retain ownership of all data generated during hearings.

As the VAV FAQ notes, generally ERO Custody Management recommends a ratio of 1 VAV terminal for every 100 detainees, however that ratio is dependent on whether the privacy booths/terminals will be multi-purposed (e.g. virtual legal visitation, virtual immigration judge proceedings, forensic competency evaluations, credible fear interviews), how much space the facility plant layout accommodates (Booth dimensions: single - Regular - pod is 41 x 41 x 85.5" for the exterior and the interior is 36x 35.5" x 80" height; ADA booths are 86.5" width x 47.8" depth and 85.4" height for the exterior and 36x 35.5" x 80" height for the interior), and how active the legal community is within the area. For example, in the New Orleans AOR there is not an extensive legal network within the general area that provides legal services to detainees, however in the HLG, SNA, ELP, MIA, SFR, BUF we see a much more engaged legal community that is constantly requesting virtual legal appointments with their clients. If you have any questions related to the VAV program prior to submitting a DCM please reach out to me directly.

Regarding how detention operators/counties can meet the VAV requirements below are a few options that are available for them to consider. While we recommend certain manufacturers of VAV booths (outlined in the market research VAV) the ultimate decision is up to the operator/county (whether it be procuring a privacy booth or allocating a private room to facilitate the private virtual legal visits – via video teleconference).

Principal Requirements that Detention Operators have to comply with:

- Facilitate virtual attorney client meetings and legal calls utilizing common web conferencing and videoconferencing applications

Every room or privacy booth should be equipped with video-teleconferencing equipment (e.g. laptop with a camera + headphones) and seating

- The service provider shall create and implement procedures, in writing, through which detained individuals and legal representatives may exchange confidential and non-confidential messages (such as the use of a dedicated email box or electronic messaging platforms). The service provider shall send written procedures to the ERO COR for posting on the facility webpage on www.ICE.gov. see below for available options

- The service provider shall create and implement procedures, in writing, through which detained individuals and legal representatives may exchange confidential documents, via electronic means (e.g., facsimile or email), such as to obtain signatures. The service provider shall send written procedures to the ERO COR for posting on the facility webpage on www.ICE.gov. see below for available options

Here are a few examples for how to meet these contract requirements:

Option 1: Utilize a video-conferencing platform such as Zoom, WebEx, or Teams, provide a fax machine, and then ensure there is a staff member onsite to collect and deliver faxes or printouts when VAV rooms/booths are in use.

Option 2: Utilize a video-conferencing platform such as Zoom, WebEx, or Teams, provide a live emailing, similar to something like Outlook live (allowing emails from representative during the live video call), provide printer access and then ensure there is a staff member onsite to collect and deliver faxes or printouts when VAV rooms/booths are in use.

Option 3: As an alternative, utilize an application that allows for passing of documents like Socrates Software LLC, which fulfills many of the requirements above without additional staffing. This program is currently in use in 5 detention facilities, Socrates Software is an application that is pre-loaded on to two tablets (can operate on tablets and smartphone), which facilitates staff detainee communications, virtual legal visits, messaging, and the electronic exchange of legal documents (to include the capability to sign documents). Functional in both online and offline environments the application/software is a tool that can be leveraged by detention operators to fulfill ICE's requirements. This eliminates the need for a facility staff member to continuously monitor fax machines or printers and deliver to VAV rooms/booths when in use.

If you are interested in learning more about Socrates I can provide you with the contact information for the company or you can get in touch directly via this link:
<https://www.socrates-software.com/front-page/workwithus/>

While we are not endorsing a specific vendor, ICE continues to explore avenues for cost effective solutions for program delivery to fulfill requirements.

Hope you have a good day and let me know if you have any questions.

Christopher Cady

Senior Advisor to the Chief of Staff, Custody Management

Enforcement & Removal Operations

U.S. Immigration and Customs Enforcement

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Attachment 12 *Reserved* does not exist.

PERFORMANCE WORK STATEMENT (PWS)

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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 detained aliens 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).

B. Scope of Work Performance

This Performance Work Statement (PWS) sets forth the agreement’s performance requirements for IGSA detention facilities and services for ICE detainees.

The facility’s operation shall comply with **2025 National Detention Standards (NDS)**.

This PWS outlines requirements not otherwise addressed in the IGSA or the above-mentioned applicable standards.

C. Explanation of Terms/Acronyms

(Note: These definitions may be in this document, in the IGSA document, or in the applicable standard).

1. **ADULT LOCAL DETENTION FACILITY (ALDF):** A facility which detains persons over the age of 18.
2. **BED DAY:** Per diem "bed 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.
3. **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.

4. **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.
5. **COMPLAINT:** A written or verbal expression of grief, pain, or dissatisfaction by an alien with the facility administrator concerning personal health/welfare or the operations and services of the facility.
6. **CONTRACTOR:** The entity, which provides the services, described in this PWS.
7. **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 and reviewing Contracting Officer's Representative's (COR) assessment of service provider's performance.
8. **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.
9. **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.
10. **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.
11. **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).
12. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. ICE designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
13. **ALIEN (OR DETAINEE):** Any person confined under the auspices and the authority of any Federal agency.
14. **ALIEN RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to: Alien, Personal Property, Receipts, Visitors List, Photographs, Fingerprints,

Disciplinary Infractions, Actions Taken, Grievance Reports, Medical Records, Work Assignments, Program Participation, Miscellaneous Correspondence, etc.

15. **DETENTION OFFICERS:** Service provider's staff members responsible for the security, care, transportation, and supervision of detained aliens during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
16. **DIRECT SUPERVISION:** A method of alien management that ensures continuous direct contact between aliens and staff by posting sufficient officers to provide frequent, nonscheduled observation of, and personal interaction with aliens.
17. **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.
18. **ENFORCEMENT AND REMOVAL OPERATIONS (ERO):** A component of U.S. ICE, responsible for the identification, apprehension, and removal of illegal aliens from the United States.
19. **ENTRY ON DUTY (EOD):** The first day the employee begins performance at a designated duty station on this contract.
20. **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.
21. **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.
22. **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.
23. **FACILITY:** The physical plant and grounds in which the service provider's services are operated.
24. **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).
25. **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.

26. ICE HEALTH SERVICE CORPS (IHSC): The medical authority for ICE, provides on-site, direct patient care to ICE detainees at select 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.
27. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), siblings (including stepsiblings and half-siblings) and their spouses.
28. INCIDENT REPORT: Written documentation of an event, such as a minor disturbance, officer misconduct, any alien rule infraction, etc.
29. 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."
30. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
31. LOGBOOK: The official record of post operations and inspections.
32. MAN-DAY: See Bed Day.
33. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed.
34. 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.
35. 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 alien record: date and time of all medical examinations; and copies of standing or direct medical orders from the physician to the facility staff.
36. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived aliens who could pose a health or safety threat to themselves or others.
37. ALIEN: Any person who is not a citizen or national of the United States.

38. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
39. 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 aliens for hearings, ICE interviews, or at any other location requested by the COR.
40. 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.
41. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the PWS are met.
42. 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.
43. QUALITY CQNTROL (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.
44. QUALITY CQNTROL PLAN (QCP): A service provider-produced document that addresses critical operational performance standards for services provided.
45. 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 alien population of the facility.
46. RESTRAINT EQUIPMENT: This includes but is not limited to handcuffs, belly chains, leg irons, strait jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
47. SAFETY EQUIPMENT: This includes, but is not limited to, firefighting equipment (i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms).
48. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control aliens. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

49. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detained aliens.
50. SERVICE PROVIDER: See Contractor.
51. 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.
52. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
53. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of aliens from place to place necessary for processing, hearings, interviews, etc.
54. UNIFORM: A clearly identifiable outfit which can include traditional or non-traditional articles such as khaki pants and polo shirts.
55. 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 COR for review *prior* to receiving aliens. All plans, policies and procedures shall meet all standards and requirements of this agreement. The COR shall have the opportunity to review the service provider's policies and procedures for compliance with the contract. The COR may seek clarifications, if necessary. Any requested changes shall be negotiated and agreed upon. After COR review, the service provider is authorized to use its policies and procedures in conjunction with Standards mandated under this contract. The COR will not review the service provider's policies and procedures for compliance with law or regulation, nor will the COR approve the service provider's policies and procedures beyond the minimum requirements as required by the contract. Once the review has occurred, these plans, policies, and procedures shall not be modified without the prior written acknowledgment of the COR.

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 notice of the CO and COR.

B. General

The service provider shall abide by all requirements 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. Copies are obtainable for purchase through the Internet website.
4. Officers' Handbook (M-68)
5. The most current version of the National Detention Standards (NDS) 2025.
6. 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).
7. Federal, state, and local laws governing use of firearms, fire safety and environmental health.
8. 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 ICE detention 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 service provider shall request a determination by the CO.

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 in accordance with Attachment 8 to the IGSA. 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/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 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 alien welfare and record keeping services.

1. Detention Standards

The service provider shall ensure the detention site conforms to ACA and the 2011 PBNDS with 2016 revisions. A fire and emergency plan shall exist and shall be aggressively managed. The service provider shall ensure facilities conformance to the following:

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 applicable standards and the terms of this agreement. Deficiencies shall be immediately rectified or a plan for correction submitted to the COR by the service provider 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. The service provider will strive for National Commission on Correctional Health Care (NCCHC) accreditation. Policies and procedures shall be written to ensure that medical, dental, and mental health care are delivered in compliance with NDS 2025. Any alien 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 affect 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

The service provider shall have a random drug-screening program that randomly tests a minimum of 10% of all service provider staff every quarter. ICE may require drug screening for cause at any time. The service provider shall order and accomplish drug screening at the service provider's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) shall 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

The service provider's employees shall be subjected to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon COR notification of a violation, the service provider shall immediately remove the employee from performing duties under this agreement.

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, from performance on this agreement, any employee who has been disqualified either for security reasons or for being unfitted to perform his/her duties as determined by the COR or the CO. 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 CO 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-hour period as needed in accordance with U.S. Department of Transportation regulations.

F. Dual Positions

In the event that a supervisory detention officer is not available for duty the service provider shall provide a full-time supervisor as a replacement. No employee shall hold the position of detention officer and supervisory detention officer simultaneously. The COR will document and refer to the CO 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 replacement 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 supervisory detention officers and detention officers who perform work under this agreement.

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 complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, and key-holder. The service provider shall ensure that each officer has a complete uniform.

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.
 - d. 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 award date of this agreement. 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 where performance of this agreement takes place. Throughout the term of this agreement, the service provider shall maintain current permits/business licenses, as applicable, and make copies available for COR 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 where performance of this agreement takes place. 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 shall 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 ICE restricted areas 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. Schedules shall be prepared on a form designated by ICE. The service provider may 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 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.

A manpower report shall be submitted to the COR on a monthly basis.

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 Aliens

The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. The service provider is obligated to relay messages as requested by the detainee to ICE COR. Aliens shall not be permitted use of telephones unless the service provider receives prior approval from the COR. Visitation of aliens is not permitted at the hospital.

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.

The 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 comply with and 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.

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.

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

All staff shall also receive any other additional training ICE may require. Additional classes shall be at the discretion of the service provider with the approval of the COR.

2. Refresher Training

- a. Annually 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 COR. Annually, upon completion, the service provider shall provide documentation of refresher training to the COR.
- c. Supervisors shall 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. Administer medication.
6. Know the universal precautions for protection against blood-borne diseases.

4. Supervisory Training

All new supervisory officers assigned to perform work under this agreement shall 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 shall 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 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 shall provide the COR with the results of exams prior to staff being assigned to duties under this 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 under this agreement.

6. Training Documentation

- a. The service provider shall submit a training forecast and lesson plans to the COR, 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.

C. Employment Screening Requirements

FACILITY IS OPERATION/OWNED BY THE STATE OF NEBRASKA

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS to) establish work authorization.

The E-Verify system, 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.

Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible 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 shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

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

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of

this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Health Requirements for All Officers. The service provider is solely responsible for ensuring Employees are able to perform essential functions described within this contract, with reasonable accommodation, if applicable. All Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The service provider shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record - Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

The Medical Record. Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the service provider shall make medical records of contract employees available for review. The service provider will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the service provider shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

Officers shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that Officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.

V. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT

A. 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.

B. Criminal Activity

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.

C. Maintain Institutional Emergency Readiness

The service provider shall submit an institutional emergency plan that will be operational prior to signing of the agreement. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without written concurrence of the CO.

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.

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 signing of the agreement, 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 standards of this agreement.

D. 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 (FOIA/PA), the service provider shall 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

system to identify and record unauthorized access or attempts to access ICE detainee information. The service provider shall notify the COR within four hours of a security incident.

VI. FACILITY SECURITY AND CONTROL

A. 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; sex; 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. 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 shall be submitted to the COR by the fifth of each month for the previous month's activities and staffing.

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 provided to ICE at agreement completion. The service provider shall provide a detailed and comprehensive inventory of records to be turned over to the CO 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/>). 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.

B. Detainee Counts

The service provider shall monitor detainee movement and physically count detainees in accordance with the applicable standard. 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.

C. Intelligence Information

The service provider shall notify the COR immediately on issues, which could impact the safety, security, and the orderly operation of the facility.

D. 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 of 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. 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.

VII. MANAGE A VOLUNTARY WORK PROGRAM

A. General

Aliens shall not be used to perform the responsibilities or duties of an employee of the service provider. Aliens shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE workspace are the responsibility of the service provider. Aliens shall not be relied on for performing services required by the agreement.

The detainee's classification level shall determine the type of work assignment for which he/she is eligible. High custody detainees shall not be given work opportunities outside their housing units/living areas. ICE must review the classification level and be in agreement with the housing and volunteer work program policies. All detainees shall be searched when returning from work details.

VIII. ALIEN SERVICES AND PROGRAMS

A. 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 a minimum of several times per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary shall be approved by the 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 CO. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. The service provider shall provide independent auditor certification of the funds to the COR every 90 days. At the end of the contract period, or as directed by the CO, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the CO.

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.

IX. Legal Rights Group Presentations

The service provider shall make available multi-purpose rooms for volunteers and subcontractors of EOIR LOP to provide group presentations on immigration law and procedures for detainees. These rooms shall also be available for use by Consular officials.

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.

X. 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 4/01/88 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.

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

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 a sufficient number of 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 unless available via public domains:

- I. 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.

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 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, with a round in the chamber.
12. The service provider shall maintain appropriate and ample supplies of firearms upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The service provider shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the 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 in accordance with State and local government requirements.
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.