

EXHIBIT M

Index of Detention Facility Contracts Attached
United States v. California, et al, Case No. 2:18-cv-00490-JAM-KJN

FACILITY NAME	CONTRACT LANGUAGE	BATES No.	Ex. No.
Adelanto Detention Facility	“Detainee working conditions will comply with all applicable federal, state, and local work safety laws and regulations.”	Adelanto IGSA at 25 ¹	N
	“Release of information on detainees will be in accordance with applicable federal and state regulations.”	Adelanto IGSA at 27	
	“The Service Provider shall obtain the appropriate authority from state or local enforcement agencies to use force as necessary to maintain the security of the institution.”	Adelanto IGSA at 47	
Imperial Regional Detention Facility	“The Service Provider shall abide by all rules and regulations in the following sources...Federal, state, and local laws governing use of firearms, fire safety and environmental health.”	USvCA_Homan_Depo001203	O
	“All services must comply with this agreement and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these laws or standards or regulations, the most stringent shall apply.”	USvCA_Homan_Depo001203	
	“The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.”	USvCA_Homan_Depo001212	
	“Any release of [detainee] information will be in accordance with applicable Federal and state regulations.”	USvCA_Homan_Depo001219	
	“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.”	USvCA_Homan_Depo001223	
	“The Service Provider shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Service Provider shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement	USvCA_Homan_Depo001230	

¹ Intergovernmental Service Agreement Between the United States Department of Homeland Security U.S. Immigration and Customs Enforcement Office of Enforcement and Removal Operations and the City of Adelanto (“Adelanto IGSA”). This document was produced without Bates numbers.

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FACILITY NAME	CONTRACT LANGUAGE	BATES No.	Ex. No.
	in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.”		
	“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.”	USvCA_Homan_Depo001237	
	“Should the [building] 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.”	USvCA_Homan_Depo001237	
	“A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes.”	USvCA_Homan_Depo001238	
	“The facility shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies.”	USvCA_Homan_Depo001239	
James Musick Facility & Theo Lacy Facility	“The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.”	USvCA_Homan_Depo000861	P
	“Detainee working conditions will comply with all applicable federal, state, and local work safety laws and regulations.”	USvCA_Homan_Depo0001065	
	“Release of information on detainees will be in accordance with applicable federal and state regulations.”	USvCA_Homan_Depo0001068	
	“The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others”	USvCA_Homan_Depo0001081	

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FACILITY NAME	CONTRACT LANGUAGE	BATES No.	Ex. No.
Mesa Verde Detention Facility	“The Service Provider shall abide by all rules and regulations in the following sources...Federal, state, and local laws governing use of firearms, fire safety and environmental health.”	USvCA_Homan_Depo000978	Q
	“All services must comply with this agreement and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these laws or standards or regulations, the most stringent shall apply.”	USvCA_Homan_Depo000978-79	
	“The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.”	USvCA_Homan_Depo000987	
	“Any release of [detainee] information will be in accordance with applicable Federal and state regulations.”	USvCA_Homan_Depo000994	
	“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.”	USvCA_Homan_Depo000998	
	“The Service Provider shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.”	USvCA_Homan_Depo001006	
	“The Service Provider may assess sales tax to the price of items [in commissary], if state sales tax is applicable.”	USvCA_Homan_Depo001010	
	“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.”	USvCA_Homan_Depo001012	

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FACILITY NAME	CONTRACT LANGUAGE	BATES No.	Ex. No.
	“Should the [building] 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.”	USvCA_Homan_Depo001013	
	“A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes.”	USvCA_Homan_Depo001014	
	“The facility shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies.”	USvCA_Homan_Depo001015	
Otay Mesa Detention Center	“All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent standard shall apply.”	USvCA_Homan_Depo001433	R
	“The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations.”	USvCA_Homan_Depo001438	
	“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.”	USvCA_Homan_Depo001439	
	The facility, whether new construction 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.”	USvCA_Homan_Depo001448	
	“A safety program shall be maintained in compliance with all applicable Federal, state and local statutes, regulations and code.”	USvCA_Homan_Depo001448	

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FACILITY NAME	CONTRACT LANGUAGE	BATES No.	Ex. No.
West County Detention Facility	“The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility.”	USvCA_Homan_Depo001363	S
	“The level of care inside the facility should be the same as that provided to state and local detainees.”	USvCA_Homan_Depo001364	

CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

EXHIBIT N

EROIGSA-11-0003

EROIGSA-11-0003
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
THE CITY OF ADELANTO

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

FACILITY LOCATION:

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

City of Adelanto
10400 Rancho Road
Adelanto, CA 92301-2237

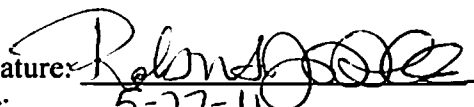
The following constitutes the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Appendix A - Statement of Work
- Appendix B - ICE Design Standards
- Appendix C - Structured Cable Plant Standard
- Appendix D - Performance Requirements Summary
- Appendix E - Quality Assurances Surveillance Plan (QASP)
- Appendix F - Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- Appendix G - Wage Determination Number: 2011-0013, Rev 1 Dated 02/18/2011

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

ACCEPTED:

U.S. Immigration and Customs Enforcement
 Roberta Halls
 Contracting Officer

Signature: 

Date: 5-27-11

ACCEPTED:

City of Adelanto
 D. James Hart, PH.D.
 City Manager/Executive Director

Signature: 

Date: 5/13/11

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees." This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.

ICE is reforming the immigration detention system to move away from a penal model of detention. A key goal of reform is to create a civil detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions that accommodate the needs of a diverse population, including the need for medical, mental health, and dental care, and ample access to recreation, attorneys, family visitation, religious and other programs. Reform also includes detaining people close to the sites of their apprehension and near to hospitals, immigration service providers, and transportation hubs.

- B. Requirements: ICE requires a wholly new generation of detention facilities uniquely suited to ICE's civil detention authority. Preference will be given to facilities that feature innovative and cost-effective designs and new approaches to staffing, and operations; and must be flexible, multipurpose, and expandable. They must also provide housing environments with abundant natural light, outdoor recreation, contact visitation, noise control, freedom of movement, programming opportunities consistent with detainee demographics, and modern and fully functional medical facilities. Persons housed at these facilities will range in security level from minimum to high.
- C. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- D. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for a total of [REDACTED] detainees. The Service Provider shall provide the first [REDACTED] male bed spaces at the Adelanto Processing Center-East. The additional [REDACTED] bed space at the Adelanto Processing Center-West will be ready for occupancy 14 months after the IGSA is signed plus 75 days for ramping up. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate at [REDACTED] Minimum Guarantee for [REDACTED] beds At the Adelanto Processing Center-East ([REDACTED] Beds)	\$ [REDACTED]	Per detainee
Bed Day Rate at [REDACTED] Minimum Guarantee for [REDACTED] At the Adelanto Processing Center-East and Adelanto Processing Center-West ([REDACTED] Beds), Effective 14 months after IGSA signed	\$ [REDACTED]	per detainee
Bed Day Rate at [REDACTED] for [REDACTED] Beds (Incremental [REDACTED] Beds)	\$ [REDACTED]	per detainee
Bed Day Rate at [REDACTED] for [REDACTED] Beds (Incremental [REDACTED] Beds)	\$ [REDACTED]	per detainee
*Guaranteed Transportation Monthly Flat Fee	\$ [REDACTED]	per month
Fuel Reimbursement	\$ [REDACTED]	Per gallon
Detainee Work Program Reimbursement	\$ [REDACTED]	per day

* Transportation pricing includes the required transportation teams, a Manager and three (3) vehicles (2 buses and 1 van) responsible for delivering detainees to different locations in the Los Angeles AOR e.g. San Bernardino and Los Angeles Offices. The van will be primarily but not exclusively utilized to deliver detainees to scheduled medical appointments and the Service Provider shall maintain availability to utilize the three (3) vehicles at the same time. Transportation/Detention officers will be appropriately licensed and will be responsible for transporting detainees with the use of the three appropriately staffed identified vehicles. If transportation increases in volume whereby additional transportation staff and/or vehicles are required the fixed monthly rate may be adjusted to incur additional costs. The pricing also includes transporting detainees to scheduled medical appointments, outside courts and ICE Air Operations. All USDOT Hours of Service will be followed and any approved Over Time incurred will be reimbursed at the overtime rate. All fuel expenses will be a direct pass through to the government on a monthly basis.

Article II. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been confirmed, funding has been identified and made available, the facility meets ICE requirements, and is in full compliance with ICE detention standards.
- B. Exclusivity: The Service Provider agrees that the Facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the Facility to house its detainees, prisoners, or inmates without prior approval of the Contracting Officer. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. Detainees shall under no circumstances be commingled with non-ICE detainees or inmates. The duration of the use of beds will be determined on a case-by-case basis.
- C. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate

funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the Services will be negotiated by the Contracting Officer and specified in an order under this Agreement.

- D. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the City of Adelanto. If either the facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- E. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.
- F. Use of Service Provider's Policies and Procedures: Upon concurrence from ERO, the Contracting Officer shall approve the Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the detention standards mandated under this Agreement.
- G. Notification and Public Disclosures: Information obtained or developed as a result of this IGSA is under the control of ICE and shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.

Article III. Covered Services

Below are the general requirements under this Agreement. Specific requirements for the services under this Agreement are stated in the attached Statement of Work, Part A and Part B (Appendix A).

- A. Bedspace: The Service Provider shall provide the first [REDACTED] male bed spaces at the Adelanto Processing Center-East with a minimum guaranteed of [REDACTED] beds. The additional [REDACTED] bed space at the Adelanto Processing Center-West is under construction and will be ready for occupancy 14 months after the IGSA is signed plus 75 days for ramping up.

The Service Provider shall provide a total of [REDACTED] male beds with a minimum guaranteed of [REDACTED] ([REDACTED] beds), effective 14 months after IGSA is signed. The Service Provider shall house all detainees as determined within the Service Provider's classification system and ICE PBNDS classification standards. ICE will be financially liable only for the actual detainee bed days as defined in Paragraph C of Article III.

- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures.

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

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

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

7. Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
 8. Contingencies
- D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.
- E. Escort and Transportation Services: The Service Provider shall provide, upon request of the COTR or ICE designee, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be provided for escorting detainees to court hearings, escorting witnesses to the courtroom, and any escort services requested by an ICE judge during proceedings. Transportation and/or escort services shall be provided to transport detainees from the facility to and from a medical facility for outpatient care. The Service Provider shall provide transportation services to and from medical facilities and doctor offices for necessary scheduled appointments, the cost of which is included in the bed day rates payable to the Service Provider.
- In Addition, the Service Provider shall provide any further transportation services to and from the facility as may be required or requested by the COTR, including but not limited to transportation between the Facility and the Court.
- The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Statement of Work provides specific escort and transportation services requirements unique to this Agreement.
- F. Guard Services: The Service Provider shall provide stationary guard services upon request of the COTR which shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, Executive Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto and other locations stated in the attached Statement of Work (SOW). Qualified personnel employed by the Service Provider shall perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, legal orientation program, and contraband control. Staff providing guard services for ICE detainees shall refrain from utilization of social networking services or other electronic programming not directly associated with duties being performed to ensure the safety and welfare and oversight of the detained population.

G. Medical Services: The Statement of Work provides specific medical service requirements unique to this Agreement. Regardless of the unique requirements for this Agreement, the Service Provider shall provide the following services regarding medical care of detainees:

1. The Service Provider shall provide for medical screening of every detainee upon arrival at the Facility performed by health care personnel or health trained personnel.
2. Medical coverage at the Facility shall be no less than twenty-four (24) hours per day, seven (7) days per week.
3. The Service Provider shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available to the detainees.
4. The Service Provider shall provide to all detainees a written policy and defined procedure to require that detainees' written health complaints are solicited and delivered to the medical facility for appropriate follow-up. Written policy and defined procedure shall require that health care complaints are responded to and that sick call conducted by health care personnel or health trained personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. U.S. Public Health Service ("USPHS") reserves the right to conduct triage and sick call at the place of the detainee's detention.
5. The Service Provider shall provide and maintain basic first aid kits throughout the Facility. First aid kits shall be available at all times to allow quick access.
6. The Service Provider shall provide security with a minimum of a staff of one at all times. When detainees are housed in the infirmary, a security guard shall be posted to the unit 24 hours a day, seven days a week. The Service Provider shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line.
7. When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and USPHS staff shall be notified immediately. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Service Provider.
8. Access to detainee medical files shall not be inhibited by the Service Provider when such access is necessary for confirmation of compliance with ICE PBNDS standards, quality assurance review by designated members of ICE Division of Immigration Health Services or upon demand by the Assistant Field Office Director for ICE.

Article IV. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider

shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

- B. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- C. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. At a minimum though, the Service Provider shall meet the requirements outlined in the ICE PBNDS and shall provide for the same level of health care provided to its own inmates or detainees. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time (up to 72 hours) to make alternative arrangements for the detainee.
- D. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

Article V. ICE Performance Based Detention Standards

Satisfactory Performance:

The Service Provider shall house detainees and perform related detention services in accordance with the 2008 edition of ICE Performance Based National Detention Standards (PBNDS). The complete set of standards applicable to this procurement is available from the following website: <http://www.ice.gov/partners/dro/PBNDS/index.htm> and incorporated herein. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE PBNDS.

The facility's operation shall reflect the PBNDS Expected Outcomes as summarized and outlined at length below. Where minimum requirements are expressed, innovation is encouraged to further the goals of detention reform.

Performance Outcomes

The Expected Outcomes of the 42 PBNDS are listed below.

PART 1 SAFETY

1 Emergency Plans

Each facility will have in place contingency plans to quickly and effectively respond to any emergency situations that arise and to minimize their severity.

1. Staff will be trained at least annually in emergency preparedness and implementation of the facility's emergency plans.
2. An evacuation plan will be in place in the event of a fire or other major emergency, and the plan will be locally approved in accordance with this Detention Standard and updated at least annually.
3. Events, staff responses, and command-related decisions during and immediately after emergency situations will be accurately recorded and documented.
4. Plans will include procedures for handling detainees with special needs during an emergency or evacuation.
5. The applicable content and procedures in this standard will be communicated in a language or other manner that the detainee can understand.

2 Environmental Health and Safety

1. Facility cleanliness and sanitation will be maintained at the highest level.
2. Compliance with all applicable safety and sanitation laws will be ensured by documented internal and external inspections and corrective action when indicated.
3. Compliance with all applicable fire safety codes and fire safety performance requirements for the facility furnishings will be ensured.
4. Flammable, poisonous, toxic, and caustic materials will be controlled and used in a safe manner.
5. Compliance with fire prevention regulations, inspection requirements, and practices, including periodic fire drills, will ensure the safety of detainees, staff, and visitors.
6. Staff will be knowledgeable about procedures and responsibilities during emergency situations, including those that require evacuation, in accordance with a written plan and at least annual training.
7. The facility will have a plan for immediate release of detainees from locked areas and provisions for a back-up system.
8. A sufficient number of properly positioned emergency exits that are clear from obstruction will be distinctly and permanently marked.
9. Preventive maintenance and regular inspections will be performed to ensure timely emergency repairs or replacement to prevent dangerous and life-threatening situations.
10. Potential disease transfer will be minimized by the proper sanitization of barbering equipment and supplies.
11. Pests and vermin will be controlled and eliminated.
12. Safe potable water will be available throughout the facility.
13. Emergency lighting and life-sustaining equipment will be maintained and periodically tested.
14. Disposal of garbage and hazardous waste will be in compliance with applicable government regulations.

15. The applicable content and information in this standard will be communicated in a language or manner which the detainee can understand.

3 Transportation (by Land)

1. The general public, detainees, and staff will be protected from harm when detainees are transported.
2. Vehicles used for transporting detainees will be properly equipped, maintained, and operated.
3. Detainees will be transported in a safe and humane manner, under the supervision of trained and experienced staff.
4. To the extent practicable, reasonable accommodations (e.g., wheelchairs, canes) will be made for detainees with physical disabilities and impairments in accordance with security and safety needs.

PART 2 SECURITY

4 Admission and Release

1. Upon admission each detainee will be screened to ensure facility safety, security, and good order. Strip searches will be conducted in the least intrusive manner practicable.
1. Upon admission, each detainee's personal property and valuables will be checked for contraband, inventoried, receipted, and stored.
2. Each detainee's identification documents will be secured in the detainee's A-file.
3. Upon admission, each detainee will be medically screened to protect the health of the detainee and others in the facility.
4. Upon admission, each detainee will be given an opportunity to shower and be issued clean clothing, bedding, towels, and personal hygiene items.
5. Upon admission, each detainee will undergo screening interviews and complete questionnaires and other forms.
6. Each newly admitted detainee will be kept separated from the general population until classified and housed accordingly.
7. Each newly admitted detainee will be oriented to the facility through written material on facility policies, rules, prohibited acts, and procedures and, in some facilities, by viewing an orientation video, in a language or manner he or she can understand.
8. Detainees will be released, removed, or transferred from a facility only when staff have followed specified procedures and completed required forms.
9. The facility will maintain accurate records and documentation on all detainees' admission, orientation, and release.
10. Detainees will have access to a telephone during the admission process
11. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

5 Classification System

1. The community, staff, contractors, volunteers, and detainees will be protected from

harm through a formal classification process for managing and separating detainees by threat risk that is based on verifiable and documented data.

2. Each detainee will be expeditiously classified upon admission to the facility and before being admitted into general population housing.
3. Non-criminal detainees will be protected from harm by assigning detainees housing with persons of similar backgrounds and criminal history.
4. Each detainee's classification will be reviewed at regular intervals, when required by changes in the detainee's behavior or circumstances, or upon discovery of additional, relevant information.
5. Detainees will be able to appeal their classification levels.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

6 Contraband

1. Contraband will be identified, detected, controlled, and disposed of properly.
2. Detainee personal property that would be considered contraband within the facility will be mailed to a third party or stored until the detainee's release, unless that property is illegal or a threat to safety or security.
3. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
4. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner which the detainee can understand.

7 Facility Security and Control

1. Essential security posts and positions will be staffed with qualified personnel.
2. Facility security and safety will be monitored and coordinated by a secure, well-equipped, and continuously staffed control center.
3. The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization.
4. Information about routine procedures, emergency situations, and unusual incidents will be continually recorded in permanent post logs and shift reports.
5. Facility safety, security and good order, including the safety, health and well-being of staff and detainees, will be enhanced through ongoing observation, supervision, and personal contact and interaction between staff and detainees.
6. Special security and control measures will consistently be applied to Special Management Unit entrances.
7. Facility safety, security and good order will be enhanced through frequent and documented staff inspections of detainee-occupied and unoccupied areas.

8 Funds and Personal Property

1. The security, safety and good order of each facility will be maintained through an immediate search of each newly admitted detainee's property.
2. Each detainee's funds, valuables, baggage, and personal property will be inventoried, receipted, stored and safeguarded for the duration of their detention.

3. Each detainee will be informed about what funds and property may be retained in his or her possession and about procedures to report missing or damaged property.
4. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

9 Hold Rooms in Detention Facilities

1. The safety, security, and comfort of detainees temporarily confined in Hold Rooms will be ensured.
2. No detainee will be confined in a Hold Room for more than twelve hours.
3. Males and females will be confined separately.
4. Minors (under 18) will be held apart from adults, except for related adults or legal guardians, provided there are no safety or security concerns with this arrangement.
5. Any detainee with disabilities, including temporary disabilities, will be housed in a manner that provides for his or her safety, comfort and security.
6. Detainees awaiting a medical visit will be seen as promptly as possible.

10 Key and Lock Control

1. All staff will be trained in the proper care and handling of keys and locks.
2. Keys will be controlled and accounted for.
3. Locks and locking devices will be continually inspected, maintained, and inventoried.
4. Employees will store their firearms in secure gun lockers before entering the facility.

11 Population Counts

Security, safety, and orderly facility operations will be maintained through an ongoing, effective system of population counts and accountability for detainees.

12 Post Orders

1. Each officer will have current written Post Orders that specifically apply to the assigned post, with step-by-step procedures in sufficient detail to guide an officer assigned to that post for the first time.
2. Signed and dated records will be maintained to show that assigned officers acknowledged that they read and understood the Post Orders.
3. Post Orders will be formally reviewed annually and updated as needed.

13 Searches of Detainees

1. Detainees will live and work in a safe and orderly environment.
2. Contraband will be controlled.
3. Searches of detainees, housing, and work areas will be conducted without unnecessary force and in ways that preserve the dignity of detainees.
4. When body searches are conducted, the least intrusive practicable search method will be employed, as indicated by the type of contraband and the method of suspected introduction or concealment.
5. Pat searches of detainees and metal detector screening will be conducted routinely to control contraband.
6. A strip search will be conducted only when there is reasonable suspicion that contraband may be concealed on the person, or when there is a reasonable suspicion

that a good opportunity for concealment has occurred, and when properly authorized by a supervisor.

7. A body cavity search will be conducted by designated health personnel only when authorized by the facility administrator on the basis of reasonable suspicion that contraband may be concealed in or on the detainee's person.
8. "Dry cells" will be used for contraband detection only when there is reasonable suspicion of concealment, with proper authorization, and in accordance with required procedures.
9. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
10. Canine units (in facilities that have them) may be used for contraband detection when detainees are not present, but canine use for force, intimidation, control, or searches of detainees is prohibited.
11. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

14 Sexual Abuse and Assault Prevention and Intervention

1. Sexual abuse and assault of detainees will be prevented.
2. Detainees will be informed about the facility's sexual abuse or assault prevention and intervention program.
3. Detainees will be screened to identify those likely to be sexual aggressors or sexual victims and will be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims will be placed in the least restrictive housing that is available and appropriate.
4. All allegations of sexual abuse or assault will be promptly and effectively reported and investigated. Detainees will not be punished for truthfully reporting abuse or signs of abuse observed.
5. If sexual abuse or assault of any detainee occurs, the medical, psychological, safety, and social needs of the victim will be promptly and effectively met.
6. Where possible and feasible, a victim of sexual assault will be referred under appropriate security provisions to a specialized community facility for treatment and gathering of evidence.
7. Assailants will be confined and disciplined and may be subject to criminal prosecution.
8. Sexual conduct between detainees, staff, volunteers, or contract personnel, regardless of consensual status, is prohibited and subject to administrative, disciplinary, and criminal sanctions.
9. All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counselling evaluation findings, and recommendations for post-release treatment and/or counselling will be retained in accordance with an established schedule.
10. For monitoring, evaluating, and assessing the effectiveness of the sexual abuse and assault prevention and intervention program, incidents of sexual abuse and assault

will be specifically documented and tracked as specified in this Detention Standard (in addition to standard facility operational and disciplinary documentation of any assault).

11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

15 Special Management Units

1. Each facility will have access to Special Management Units with an Administrative Segregation section for detainees segregated from the general population for administrative reasons and a Disciplinary Segregation section for detainees segregated from the general population for disciplinary reasons.
2. Detainees housed in the general population, staff, contractors, volunteers, and the local community will be protected from harm by the segregation of certain detainees in SMUs.
3. Any detainee who represents an immediate, significant threat to safety, security or good order will be immediately controlled by staff and, for cause and with supervisory approval, placed in Administrative Segregation.
4. Health care personnel will be immediately informed when a detainee is admitted to an SMU to provide assessment and review as indicated by health care authority protocols.
5. A detainee will be placed in “protective custody” status in Administrative Segregation only when there is documentation that it is warranted and that no reasonable alternatives are available.
6. A detainee will be placed in Disciplinary Segregation only after a finding by a Disciplinary Hearing Panel that the detainee is guilty of a prohibited act or rule violation classified at a “Greatest”, “High”, or “High-Moderate” level, as defined in the Detention Standard on Disciplinary System, Attachment A: Prohibited Acts and Sanctions.
7. The status of detainees in Special Management Units will be reviewed in accordance with required time schedules by supervisory staff and the results of those reviews will be documented.
8. A detainee will remain in Disciplinary Segregation for no more than 60 days for violations associated with a single incident, and his or her status will be reviewed after the first 30 days, and each 30 days thereafter by the facility administrator and the Field Office Director notified to determine if continued detention in Disciplinary Segregation is still warranted.
9. Detainees in SMUs will be afforded basic living conditions that approximate those provided to the general population, consistent with the safety and security considerations that are inherent in more controlled housing, and in consideration of the purpose for which each detainee is segregated.
10. In general, when a detainee in an SMU is deprived of any usually authorized items or activity, a report of the action is forwarded to the facility administrator for notice and review.

11. Detainees in SMUs will have regular access to supervisory, management, program, and health care staff.
12. Each detainee in an SMU will be offered a minimum of one hour of recreation per day, five days a week, unless documented security or safety considerations dictate otherwise.
13. Detainees in SMUs will be able to write and receive mail and correspondence as they would otherwise be able to do while detained within the general population.
14. Detainees in SMUs will be provided opportunities for general visitation, including legal visitation, unless there are substantial, documented reasons for withholding those privileges.
15. Detainees in SMUs will have access to personal legal materials, law library materials, and legal visits, in accordance with provisions in this Detention Standard.
16. Detainees in SMUs will have access to telephones, in accordance with provisions in this Detention Standard.
17. Detainees in SMUs will have access to programs and services such as commissary, library, religious guidance, and recreation, in accordance with provisions in this Detention Standard.
18. Detailed records will be maintained on the circumstances related to a detainee's confinement to the SMU, through required permanent SMU logs and individual detainee records.
19. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

16 Staff-Detainee Communication

1. Detainees will have frequent opportunities for informal contact with facility managerial and supervisory staff and with ICE/ERO Field Office staff.
2. Facility managerial and supervisory staff and ICE/ERO Field Office staff will frequently and directly observe facility operations and conditions of confinement.
3. Detainees will be able to submit written questions, requests, and concerns to ICE/ERO staff and receive timely responses.
4. Detainees will be informed about how to directly contact the Department of Homeland Security Office of the Inspector General.
5. Detainee telephone serviceability will be monitored and documented by ICE staff and any problems immediately reported.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

17 Tool Control

Tools, maintenance implements, culinary utensils, medical and dental instruments, equipment, and supplies (particularly syringes, needles, and other sharps) will be maintained on an inventory, continually controlled and accounted for to insure the safe and orderly operation of the facility.

18 Use of Force and Restraints

1. Physical force will be used only as a last resort and is restricted to instances of justifiable self-defense, protection of others, protection of property, and prevention of escapes.
2. Facilities will endorse the concept that confrontation avoidance is the recommended method for resolving situations and should always be attempted prior to any calculated use of force.
3. Physical force or restraint devices will not be used as punishment.
4. In circumstances when prior supervisory approval is required, restraints will not be applied without that approval.
5. Four/five-point restraints will be applied only in extreme circumstances and only where other types of restraints have proven ineffective. Advance approval is required, as is prompt notification of and examination by the medical staff. These restraints will be continued only in accordance with required procedures and documentation.
6. Intermediate force devices will be used only in circumstances prescribed herein, with required prior approvals.
7. In each facility, all weapons and related equipment will be stored securely in designated areas to which only authorized persons have access.
8. In each facility, chemical agents and related security equipment will be inventoried at least monthly to determine their condition and expiration dates.
9. In each facility, a written record of routine and emergency distribution of security equipment will be maintained.
10. An employee will submit a written report no later than the end of his or her shift when force was used on any detainee for any reason, or if any detainee remains in any type of restraints at the end of that shift. This includes discharge of a firearm and use of less lethal devices to control detainees.
11. Telephonic notification to the FOD shall occur as soon as practicable. The Field Office Director will be notified of any use-of-force incident involving an ICE detainee within two business days via an ICE-approved form or IGSA equivalent.
12. Canines will not be used for force, control or intimidation of detainees.
13. Facilities will adhere to DHS' Use of Deadly Force Policy.
14. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

PART 3 ORDER

19 Disciplinary System

1. Detainees will be informed of facility rules and regulations, prohibited acts, disciplinary sanctions that may be imposed, their rights in the disciplinary system and the procedure for appealing disciplinary findings.
2. Each facility will have graduated severity scales of prohibited acts and disciplinary consequences.
3. Where permitted by facility policy, staff will informally settle minor transgressions by mutual consent, whenever possible.

4. Staff who witness a prohibited act that cannot or should not be resolved informally, or have reason to suspect that a detainee has engaged in a prohibited act, will prepare a clear, concise, and complete Incident Report.
5. Each Incident Report will be objectively and impartially investigated and reported, ordinarily by a person of supervisory rank.
6. When appropriate, a serious incident that may constitute a criminal act will be referred to the proper investigative agency, and the administrative investigation will be suspended, pending the outcome of that referral.
7. At each step of the disciplinary and appeal process, the detainee will be advised of his or her rights in a language he or she understands, and translation or interpretation services will be provided as needed.
8. A Unit Disciplinary Committee (UDC) will further investigate and adjudicate the incident and may impose minor sanctions or refer the matter to a higher level disciplinary panel.
9. An Institution Disciplinary Panel (IDP) will conduct formal hearings on Incident Reports referred from UDCs and may impose higher level sanctions for "Greatest" and "High" level prohibited acts.
10. Detainees before the IDP will be afforded a staff representative, upon request, or automatically if the detainee is illiterate, has limited English language skills or otherwise needs special assistance.
11. Actions of the IDP will be reviewed by the facility administrator, who may concur with the findings and sanctions or modify them.
12. At all steps in the disciplinary process, any sanctions imposed will 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.
13. All steps of the disciplinary process will be done within the required time limits.
14. At all steps of the disciplinary process, accurate and complete records will be maintained. The detainee will receive copies of all reports, exhibits, and other documents considered or generated in the hearing process, except insofar as the disclosure of such documents may pose an imminent threat to the safety and security of the facility staff or other detainees, or if the document or other evidence is otherwise protected from disclosure.
15. If a detainee is found not guilty at any stage of the disciplinary process, the incident records will not be placed or retained in the detainee's file, even if they are retained elsewhere for statistical or historical purposes.
16. Detainees will be able to appeal disciplinary decisions through a formal grievance system. No detainee will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.
17. Detainees shall be afforded the following rights: the right to protection from abuse, the right to freedom from discrimination, the right to pursue a grievance, the right to correspond with persons or organizations and the right to due process.
18. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner which the detainee can understand.

PART 4 CARE

20 Food Service

1. All detainees will be provided nutritionally balanced diets that are reviewed at least quarterly by food service personnel and at least annually by a qualified nutritionist or dietician.
2. Detainees, staff and others will be protected from harm and facility order will be maintained by the application of sound security practices in all aspects of food service and dining room operations.
3. Detainees, staff, and others will be protected from injury and illness by adequate food service training and the application of sound safety and sanitation practices in all aspects of food service and dining room operations.
4. Dining room facilities and operating procedures will provide sufficient space and time for detainees to eat meals in a relatively relaxed, unregimented atmosphere.
5. Food service facilities and equipment will meet established governmental health and safety codes, as documented by an independent, outside source.
6. Detainees, staff, and others will be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.
7. Food service areas will be continuously inspected by food service staff and other assigned personnel on schedules determined by the food service administrator and by applicable policy requirements.
8. Stored food goods will be maintained in accordance with required conditions and temperatures.
9. Therapeutic medical diets and supplemental food will be provided as prescribed by appropriate clinicians.
10. Special diets and special ceremonial meals will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
11. Detainees will receive a religious or special diet free of any personal cost.
12. Food will never be used for reward or punishment.

21 Hunger Strikes

1. Any detainee who does not eat for 72 hours will be referred to the medical department for evaluation and possible treatment.
2. When medically advisable, a detainee on a hunger strike will be isolated for close supervision, observation, and monitoring.
3. The ICE/ERO Field Office Director (FOD) will be notified when a detainee is on a hunger strike.
4. The detainee's health will be carefully monitored and documented, as will the detainee's intake of foods and liquids.
5. A detainee on a hunger strike will be counseled and advised of the medical risks and will be encouraged to end the hunger strike or accept medical treatment.
6. Involuntary medical treatment will be administered only with the medical, psychiatric, and legal safeguards specified herein.
7. A record of interactions with the striking detainee, provision of food, attempted and successful medical treatment, and communications between the Clinical Medical Authority, Facility Administrator, and ICE/ERO will be established.

8. The information in this detention standard will be communicated in a language or other manner which the detainee can understand.

22 Medical Care

1. Detainees will have access to a continuum of health care services, including prevention, health education, diagnosis, and treatment.
2. Health care needs will be met in a timely and efficient manner.
3. Newly admitted detainees will be informed, orally and in writing, about how to access health services.
4. Detainees will be able to initiate requests for health services on a daily basis.
5. Detainees will receive timely follow-up to their health care requests.
6. Detainees will have continuity of care from admission to transfer, discharge, or removal, including referral to community-based providers when indicated.
7. A detainee who needs health care beyond facility resources will be transferred in a timely manner to an appropriate facility where care is available. A written list of referral sources, including emergency and routine care, will be maintained as necessary and updated at minimum annually.
8. A transportation system will be available that ensures timely access to health care services that are only available outside the facility, including: prioritization of medical need, urgency (such as the use of ambulance instead of standard transportation) and transfer of medical information.
9. A detainee who requires close, chronic or convalescent medical supervision will be treated in accordance with a written plan approved by licensed physician, dentist, or mental health practitioner that includes directions to health care providers and other involved medical personnel.
10. Detainees will have access to specified 24-hour emergency medical, dental, and mental health services.
11. Minimum requirements for medical housing units will be met.
12. Female detainees will undergo pregnancy testing and pregnancy management services.
13. Screening, prevention and control measures will be utilized to assist in prevention and management of infectious and communicable diseases.
14. Bio hazardous waste will be managed and medical and dental equipment decontaminated in accordance with standard medical practices and in compliance with applicable laws.
15. Detainees with chronic conditions will receive care and treatment for conditions where non-treatment would result in negative outcomes or permanent disability as determined by the clinical medical authority.
16. The facility administrator will develop a plan to ensure that ICE is notified in writing of any detainee whose special medical or mental health needs require special consideration in such matters as housing, transfer, or transportation.

17. Detainees will have access to emergency and specified routine dental care provided under direction and supervision of a licensed dentist.
18. Detainees will be provided health education and wellness information.
19. Each newly admitted detainee, including transfers, will receive a documented medical, dental, and mental health screening upon intake and, within 14 days of arrival, a comprehensive health appraisal by qualified personnel in a private setting as practicable to ensure safety.
20. Detainees with suspected or known mental health concerns will be referred as needed for evaluation, diagnosis, treatment, and stabilization.
21. Mental health crisis intervention services will be identified and available for detainees who experience acute mental health episodes.
22. Restraints for medical or mental health purposes will be authorized only by the facility's clinical medical authority, in accordance with the requirements specified in this Detention Standard.
23. Prior to placement in a non-detention facility or special unit within the facility specifically designated for the care of the severely mentally ill or developmentally disabled, a detainee shall be afforded due process in compliance with applicable laws.
24. Medical and dental orthoses or prostheses and other aids to impairment are supplied in a timely manner when the health of the detainee would otherwise be adversely affected, as determined by the responsible physician or dentist.
25. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedatives is done only under medical supervision in accordance with applicable laws.
26. Pharmaceuticals and non-prescription medicines will be secured, stored and inventoried.
27. Prescriptions and medications will be ordered, dispensed, and administered in a timely and sufficient manner as prescribed by a health care professional.
28. Health care services will be administered by the health administrative authority, and clinical decisions will be the sole province of the clinical medical authority.
29. Health care services will be provided by a sufficient number of appropriately trained and qualified personnel, whose duties are governed by thorough and detailed job descriptions and who are verifiable licensed, certified, credentialed, and/or registered in compliance with applicable state and federal requirements.
30. Detention and health care personnel will be trained, initially and annually, to respond to health-related emergency situations within four minutes and in the proper use of emergency medical equipment.
31. Information about each detainee's health status will be treated as confidential, and health records will be maintained in accordance with accepted standards separately from other detainee detention files and be accessible only in accordance with written procedures and applicable laws. Health record files on each detainee will be well organized, available to all practitioners, and properly maintained and safeguarded.
32. Informed consent standards will be observed and adequately documented. Staff will make reasonable efforts to ensure that detainees understand their medical condition and care.

33. Medical and mental health interviews, screenings, appraisals, examinations, and procedures will be conducted in settings that respect detainees' privacy in accordance with safe and orderly operations of the facility.
34. Detainees will be provided same sex chaperones as appropriate or as requested.
35. When a detainee is transferred to another facility, the transferring facility will send a completed medical transfer summary and other medical documentation as appropriate to the receiving facility.
36. Detainees in Special Management Units will have access to the same health care services as detainees in the general population.
37. Non-English speaking detainees and/or detainees who are deaf and/or hard at hearing will be provided interpretation/translation services or other assistance as needed for medical care activities.
38. Detainees with special needs, including physical or developmental disabilities, will be evaluated and given the appropriate care and communication their situation requires.

23 Personal Hygiene

1. Each facility will maintain an inventory of clothing, bedding, linens, towels and personal hygiene items that is sufficient to meet the needs of detainees.
2. Each detainee will have suitable, clean bedding, linens, blankets, and towels.
3. Each detainee will have sufficient clean clothing that is properly fitted, climatically suitable, durable, and presentable.
4. Detainees will be held accountable for clothing, bedding, linens, and towels assigned to them.
5. Detainees, including those with disabilities, will be able to maintain acceptable personal hygiene practices.

24 Suicide Prevention and Intervention

1. All staff responsible for supervising detainees will be trained, initially during orientation and at least annually, on effective methods of suicide prevention and intervention with detainees.
2. Staff will act to prevent suicides with appropriate sensitivity, supervision, and medical referrals.
3. Any clinically suicidal detainee will receive preventive supervision, treatment, and therapeutic follow-up, in accordance with ICE policy.
4. The information in this standard will be communicated in a language or manner which the detainee can understand.

25 Terminal Illness, Advance Directives, and Death

1. The continuum of health care services provided detainees will address terminal illness, fatal injury, and advance directives.
2. Each detainee who has a terminal illness or potentially fatal injury will receive medical care consistent with standard medical practices.
3. In the event of a detainee's death, specified officials and the detainee's designated next of kin will be immediately notified.

4. In the event of a detainee's death, required notifications will be made to authorities outside of ICE/ERO (such as the local coroner or medical examiner), and required procedures will be followed regarding such matters as autopsies, death certificates, burials, and the disposition of decedent's property. Established guidelines and applicable laws will be observed in regard to notification of a detainee death while in custody.
5. The medical records of detainees addressed herein will be complete.
6. The information in this standard will be communicated in a language or manner which the detainee can understand.

PART 5 ACTIVITIES

26 Correspondence and Other Mail

1. Detainees will be able to correspond with their families, the community, legal representatives, government offices, and consular officials.
2. Detainees will be notified of the facility's rules on correspondence and other mail through the Detainee Handbook, or supplement, which is provided to each detainee upon admittance.
3. The amount and content of correspondence detainees send at their own expense will not be limited except to protect public safety or facility security and order.
4. Indigent detainees will receive a specified postage allowance to maintain community ties and necessary postage for privileged correspondence.
5. Detainees will have access to general interest publications.
6. Incoming and outgoing mail, with the exception of Special Correspondence and Legal Mail, will be opened to inspect for contraband and to intercept cash, checks, and money orders.
7. General correspondence will be read or rejected only to protect the safe, secure and orderly operation of the facility, and detainees will be notified in writing when correspondence is withheld in part or in full.
8. Detainees will be permitted to send Special Correspondence and Legal Mail to a specified class of persons and organizations, and incoming mail from these persons will be opened only in the presence of the detainees (unless waived) to check for contraband (except when contamination is suspected).
9. Incoming and outgoing letters will be held for no more than 24 hours and packages no more than 48 hours before distribution, excluding weekends, holidays, or exceptional circumstances.
10. Detainees in SMUs will have the same correspondence privileges as detainees in the general population.
11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

27 Escorted Trips for Non-Medical Emergencies

1. Within the constraints of safety and security, selected detainees will be able to visit critically ill members of the immediate family or to attend their funerals, while under constant staff supervision.

2. Safety and security will be primary considerations in planning, approving, and escorting a detainee out of a facility for a non-medical emergency.

28 Marriage Requests

1. Each marriage request from an ICE/ERO detainee will receive a case-by-case review.
2. Consistency in decisions to approve or deny a marriage request will be achieved by the application of guidelines.
3. Ordinarily, a detainee's request for permission to marry will be granted.

29 Recreation

1. Detainees will have daily opportunities to participate in leisure-time activities outside their respective cells or rooms.
2. Detainees will have access to exercise opportunities and equipment, including at least one hour daily of physical exercise outside the cell, and outdoors, when practicable.
3. Any detainee housed in a facility that cannot meet minimum standards for indoor and outdoor recreation will be considered for voluntary transfer to a facility that does.
4. Each detainee in an SMU will receive (or be offered) a minimum of one hour of exercise per day, five days a week, unless documented security or safety considerations dictate otherwise.
5. Each citizen volunteer who provides or participates in facility recreational programs will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.

30 Religious Practices

1. Detainees will have opportunities to participate in practices of their religious faith that are deemed essential by that faith, limited only by a documented showing of threat to the safety of persons involved in such activity itself, or disruption of order in the facility.
2. All religions represented in a detainee population will have equal status without discrimination based on any detainee's race, ethnicity, religion, national origin, gender, sexual orientation, or disability.
3. Each facility's religious program will be planned, administered, and coordinated in an organized and orderly manner.
4. Adequate space, equipment and staff (including security and clerical) will be provided for conducting and administering religious programs.
5. Detainees of faiths not directly represented by chaplaincy staff will be assisted in contacting external clergy or religious service providers.
6. Each facility's religious program will be augmented and enhanced by community clergy, contractors, volunteers and groups that provide individual and group assembly religious services and counseling.
7. Detainees in Special Management Units and hospital units will have access to religious programs and services.
8. Special diets will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.

9. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

31 Telephone Access

1. Detainees will have reasonable and equitable access to reasonably priced telephone services.
2. Detainees with hearing or speech disabilities will have reasonable accommodations to allow for appropriate telephone services.
3. Detainees in Special Management Units will have access to telephones, commensurate with facility security and good order.
4. Detainees will be able to make free calls to the ICE/ERO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consular officials and to the DHS Office of Inspector General.
5. Telephone access procedures will foster legal access.
6. Telephones will be maintained in proper working order.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

32 Visitation

1. Detainees will be able to receive visits from their families, associates, legal representatives, consular officials, and others in the community.
2. Visits between legal representatives and assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.
3. Detainees will be advised of their right to contact their consular representatives and receive visits from their consulate officers.
4. Detainees will be advised of visiting privileges and procedures as part of the facility's admission and orientation program in a language they can understand.
5. Information about visiting policies and procedures will be readily available to the public.
6. The number of visitors a detainee may receive and the length of visits will be limited only by reasonable constraints of space, scheduling, staff availability, safety, security, and good order. The minimum duration for a visit shall be 30 minutes.
7. Visitors will be required to adequately identify themselves and register to be admitted into a facility, and safety, security and good order will be maintained.
8. A background check will be conducted on all new volunteers prior to their being approved to provide services to detainees.
9. Each new volunteer will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.
10. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

33 Voluntary Work Program

1. Detainees may have opportunities to work and earn money while confined, subject to the number of work opportunities available and within the constraints of safety, security, and good order.
2. Detainees will be able to volunteer for work assignments but otherwise not be required to work, except to do personal housekeeping.
3. Essential operations and services will be enhanced through productivity from detainees.
4. The negative impact of confinement will be reduced through less idleness, improved morale and fewer disciplinary incidents.
5. Detainee working conditions will comply with all applicable federal, state, and local work safety laws and regulations.
6. There will be no discrimination regarding voluntary work program access based on any detainee's race, religion, national origin, gender, sexual orientation, or disability.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

PART 6 JUSTICE**34 Detainee Handbook**

1. Upon admission to a facility, each detainee will be provided the comprehensive written orientation materials in the form of a detainee handbook. The local facility shall provide a detainee handbook supplement, which describes such matters as:
 - grievance system,
 - services and programs,
 - medical care,
 - law libraries and legal material,
 - correspondence and other material,
 - staff–detainee communication
 - classification system, and
 - disciplinary system,
2. Each detainee will verify, by signature and date, receipt of those orientation materials, and that acknowledgement will be maintained in the detainee's detention file.
3. The ICE National Detainee Handbook will be provided in English, Spanish, and other languages as determined necessary by the Field Office Director (FOD). Orientation materials will be read to detainees who cannot read, or they will be provided the material via audio or video recordings.
4. Interpretative services will be provided to detainees who do not speak the languages in which the orientation materials are written.
5. The information in this standard will be communicated in a language or manner which the detainee can understand.

35 Grievance System

1. Detainees will be informed about the facility's informal and formal grievance system in a language or manner he or she understands.

2. Staff and detainees will mutually resolve most complaints and grievances orally and informally in their daily interaction.
3. Detainees will be able to file formal grievances, including medical grievances, and receive written responses, including the basis for the decision, in a timely manner.
4. Detainees will be able to file emergency grievances that involve an immediate threat to their safety or welfare and receive written responses, including the basis for the decision, in a timely manner.
5. Detainees will be able to appeal initial decisions on grievances to at least one higher level of review.
6. Accurate records will be maintained on grievances filed and their resolution.
7. No detainee will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.
8. The applicable contents and procedures in this standard will be communicated in a language or manner which the detainee can understand.

36 Law Libraries and Legal Material

1. Detainees will have regular access (no less than five hours per week) to law libraries, legal materials and related materials.
2. Detainees will not be forced to forgo recreation time to use the law library and requests for additional time to use the law library shall be accommodated to the extent possible, including accommodations of work schedules when practicable, consistent with the orderly and secure operation of the facility.
3. Detainees will have access to courts and counsel.
4. Detainees will be able to have confidential contact with attorneys and their authorized representatives in person, on the telephone and through correspondence.
5. Detainees will have access to a properly equipped law library, legal materials and equipment to facilitate the preparation of documents as well as photocopying resources.
6. Detainees who are illiterate, non-English-speaking or indigent will receive appropriate special assistance.
7. Detainees in special management units will have access to legal materials on the same basis as the general population.
8. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

37 Legal Rights Group Presentations

1. Detainees will have access to available group presentations on United States immigration law and procedures.
2. Persons and organizations requesting to make such group presentations will be able to obtain clear information about how to request such visits and how to conduct them.
3. Facility security and good order will be maintained.
4. Detainees shall not be subject to reprisals, retaliation, or penalties for attending legal rights group presentations.

5. Detainees will be able to communicate and correspond with representatives from the legal groups who make presentations at the facilities.
6. Detainees will have access to information and materials provided by legal groups. Organizations will be permitted to distribute information in response to specific legal inquiries.
7. Foreign nationals will have access to the diplomatic representative of their country of origin.

PART 7 ADMINISTRATION & MANAGEMENT

38 Detention Files

1. A Detention File will be maintained on each detainee admitted to a detention facility for more than 24 hours.
2. Each Detention File will include all documents, forms, and other information specified herein.
3. The security of each Detention File and its contents will be maintained.
4. Staff will have access to Detention Files, as needed, for official purposes.
5. Information from a Detention File will be released to an outside third party only with the detainee's signed consent.
6. Release of information on detainees will be in accordance with applicable federal and state regulations.
7. Electronic record-keeping systems and data will be protected from unauthorized access.
8. Field Offices will maintain files necessary to carry out their responsibilities and will maintain them for a minimum of 18 months for auditing purposes.
9. Inactive, closed Detention Files will be properly archived.

39 News Media Interviews and Tours

1. The public and the media will be informed of operations and events within the facility's areas of responsibility.
2. The privacy of detainees and staff will be protected, including the right of a detainee to not be photographed or recorded.

40 Staff Training

1. Before assuming duties, each new employee, contractor, or volunteer will be provided an appropriate orientation to the facility and the ICE/ERO National Detention Standards.
2. All part-time staff and contract personnel shall receive formal orientation training appropriate to their assignments. Any part-time, volunteer, or contract personnel working more than twenty hours per week shall receive training appropriate to their position and commensurate with their full-time colleagues.
3. Training for staff, contractors, and volunteers will be provided by instructors who are qualified to conduct such training.

4. Staff and contractors who have minimal detainee contact (such as clerical and other support staff) will receive initial and annual training commensurate with their responsibilities.
5. Professional, support, and health care staff and contractors who have regular or daily contact with detainees, or who have significant responsibility involving detainees, will receive initial and annual training commensurate with their position.
6. Security staff and contractors will receive initial and annual training commensurate with their position.
7. Facility management and supervisory staff and contractors will receive initial and annual training commensurate with their position.
8. Personnel and contractors assigned to any type of emergency response unit or team will receive initial and annual training commensurate with these responsibilities including annual refresher courses or emergency procedures and protocols.
9. Personnel and contractors authorized to use firearms will receive appropriate training before being assigned to a post involving their use and will demonstrate competency in firearms use at least annually.
10. Personnel and contractors authorized to use chemical agents will receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.
11. Security staff and contractors will be trained in self-defense and use-of-force procedures to include confrontation avoidance and emergency protocols.
12. In addition to employment training requirements, employees and contractors will be encouraged to continue their education and professional development through such incentives as salary enhancement, reimbursement of costs, and administrative leave.
13. Initial orientation, initial training, and annual training programs will include information on drug-free workplace requirements and procedures.
14. Initial orientation, initial training, and annual training programs will include information on the facility's written code of ethics.
15. Initial orientation, initial training, and annual training programs will include updates on new issues and procedures and include reviews of the Detainee Handbook and detainee rights.
16. New staff, contractors, and volunteers will acknowledge in writing that they have reviewed facility work rules, ethics, regulations, conditions of employment, and related documents, and a copy of the signed acknowledgement will be maintained in each person's personnel file.
17. Training shall be conducted on the requirements of special-needs detainees.

41 Transfer of Detainees

1. Decisions to transfer detainees will be made by authorized officials on the basis of complete and accurate case information.
2. The legal representative-of-record will be properly notified when a detainee is transferred, in accordance with sound security practices.
3. The detainee will be properly notified, orally and in writing when he or she is being transferred to another facility in accordance with sound security practices.
4. Transportation and receiving facility staff will have accurate and complete records on each transferred detainee.

5. Transfer of detainees will be accomplished safely and securely, particularly those with special health care concerns including appropriate medical information.
6. Transferred detainees funds, valuables and other personal property will be safeguarded.
7. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

42 Definitions

A-FILE, ALIEN FILE - The legal file maintained by DHS for each detainee. Contents include but are not limited to the detainee's identification documents (passport, driver's license, other identification cards, etc.), photographs, immigration history, prior criminal record if any, and all documents and transactions relating to the detainee's immigration case.

ACA – American Correctional Association.

ADMINISTRATIVE HEALTH AUTHORITY - The administrative authority is responsible for all access to care, personnel, equipment, and fiscal resources to support the delivery of health care services.

ADMINISTRATIVE SEGREGATION - A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, other detainees or staff, or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel and those requiring separation for medical reasons.

ADMISSION/ADMISSIONS PROCESS - In-processing of newly arrived detainees, which includes an orientation to the policies, programs, rules, and procedures of the facility. Classification, assignment of living quarters, various inspections, medical screening and safeguarding of funds, valuables and other personal property is completed during this process.

AMBULATORY RESTRAINTS - "Soft" or "hard" equipment used to restrict a detainee's movement but leaving him or her able to eat, drink or attend to basic bodily functions without staff intervention.

AMMUNITION CONTROL OFFICER (ACO) – An individual who has been designated in writing as the officer responsible for the physical and administrative control of ammunition in the authorizing official's area of accountability.

ATTORNEY - Any person who is a member in good standing of the bar of the highest court of any state, possession, territory, commonwealth or the District of Columbia, and is not under an order of any court suspending, enjoining, restraining, disbaring or otherwise restricting him or her in the practice of law. (See 8 CFR § 1.1(f)).

BODY-CAVITY SEARCH - The visual inspection or physical probing of body openings (anus, vagina, ears, nose, mouth, etc) where weapons, drugs, or other contraband could be secreted. This is the most intrusive means of searching an individual, reserved for instances where other search techniques have been considered but rejected as ineffective under the particular circumstances of the case. Body-cavity search procedures govern physical probes, but not visual inspections.

For example, the procedures would not be appropriate for a *visual* inspection of the inside of the mouth, nose, or ears, unless contraband is found during the course of that inspection. Body-search procedures apply whenever contraband is found, because retrieving/seizing the item will involve physical entry into or probing within the cavity (in this example, the mouth, nose, or ear).

CAUSTIC - Capable of burning, corroding, eroding or destroying by chemical action.

CENSUS CHECK- See **INFORMAL COUNT**.

CHAIN OF COMMAND - Order of authority (rank): executive, senior management, senior staff, etc. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. The on-site order of authority at a detention facility descends from the facility administrator to assistant or associate facility administrators to department heads to shift supervisors and other supervisors. Similarly, the ICE/ERO chain-of-command at a detention facility descends from the Officer-In-Charge (OIC) to the Associate OIC to the Chief Detention Enforcement Officer/Chief of Security, Detention Operations Supervisor, etc.

CHEMICAL - A substance with a distinct molecular composition produced by or used in a chemical process.

CHIEF OF SECURITY – A generic term for the department head in charge of a detention facility's security employees and operations. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. Ordinarily, a chief of security (Chief Detention Enforcement Agent, captain, etc.) is organizationally directly under an assistant or associate facility administrator.

CLASS R (RESTRICTED) TOOLS - Devices to which detainees are forbidden access except in the presence and constant supervision of staff for reasons of safety or security. Class R includes devices that can be used to manufacture or serve as weapons capable of doing serious bodily harm or structural damage to the facility. All portable power tools and accessories are in this category. Class R also includes ladders and other such items that are not inherently dangerous but could prove useful in unauthorized activities, such as escape attempts.

CLASSIFICATION - A process used to make housing and program assignments by assessing detainees on the basis of objective information about past behavior, criminal records, special needs, etc.

CLINICAL DIRECTOR (CD) –An official with overall responsibility for the delivery of health care services to ICE detainees.

CLINICAL MEDICAL AUTHORITY - The medical authority is responsible for the delivery of all health care services to the detainee population. These services include, but are not limited to, medical, nursing, dental, mental health and nutritional services.

COMBUSTIBLE LIQUID—A substance with a flash point at or above 100° Fahrenheit.

COMMISSARY—An area or system where detainees may purchase approved items.

CONSULTATION VISITATION - A discussion, either in person or by telephone, between a detainee subject to Expedited Removal and a person of the detainee's choosing.

CONTACT VISIT—A meeting between detainee and another person authorized to take place in an area free of obstacles or barriers that prevent physical contact.

CONTAINER—Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or other vessel holding a hazardous chemical; does not include pipes or piping systems.

CONTRABAND—Any unauthorized item in the facility: illegal, prohibited by facility rules, or otherwise posing a threat to the security or orderly operation of the facility. This includes unauthorized funds.

CONTRACT DETENTION FACILITY (CDF) – A facility that provides detention services under a competitively bid contract awarded by the ICE.

CONTROL OFFICER—An officer who directs security activities from the Control Center.

COUNT SLIP - Documentation of the number of detainees confirmed present during a population count in a specific area, signed by the officers involved in the count.

CORRESPONDENCE—Letters, postcards and other forms of written material not classified as packages or publications. Large envelopes containing papers qualify as correspondence, but boxes, sacks, and other shipping cartons do not. Books, magazines, newspapers and other incoming printed matter are not “correspondence.”

CRIMINAL ALIEN—A foreign national convicted of one or more crimes.

DETAINEE HANDBOOK—The policies and procedures governing detainee life in the facility: daily operations, rules of conduct, sanctions for rule violations, recreation and other programs, services, etc.; defined in writing and provided to each detainee upon admission to the facility.

DETENTION FILE – Contents include receipts for funds, valuables, and other personal property; documentation of disciplinary action; reports on detainee behavior; detainee's written requests, complaints, and other communications; official responses to detainee communications; records from Special Management Unit, etc.

DIETICIAN - Individual registered or eligible for registration with the American Dietetic Association or who has the documented equivalent in education, training, or experience, with evidence of relevant continuing education.

DISCIPLINARY HEARING—Non-judicial administrative procedure to determine whether substantial evidence supports finding a detainee guilty of a rule violation.

DISCIPLINARY COMMITTEE - One or more impartial staff members who conduct and/or oversee a disciplinary hearing. A lower-level committee (Unit Disciplinary Committee) investigates a formal Incident Report and may impose minor sanctions or refer the matter to a higher-level disciplinary committee. A higher-level committee (Institution Disciplinary Panel) conducts formal hearings on Incident Reports referred from the lower level committee and may impose higher level sanctions for higher level prohibited acts. Also see “INSTITUTION DISCIPLINARY PANEL.”

DISCIPLINARY SEGREGATION—Confinement in a cell removed from the general population after a serious violation of facility rules in accordance with written procedures.

DIHS – Division of Immigration Health Services.

DRY CELL – A cell or room without running water where a detainee can be closely observed by staff until the detainee has voided or passed contraband or until sufficient time has elapsed to preclude the possibility that the detainee is concealing contraband. Dry cells may be used when there is reasonable suspicion that a detainee has ingested contraband or concealed contraband in a body cavity.

EMERGENCY CHANGES - Measures immediately necessary to maintain security or to protect the health and safety of staff and detainees.

EXPOSURE/EXPOSED—Subjected or potentially subjected to a hazardous substance by any means (inhalation, ingestion, skin contact, absorption, etc.).

FACE-TO-PHOTO COUNT—A process that verifies identity of each detainee by comparing every person present with the photographic likeness on his/her housing card.

FACILITY ADMINISTRATOR – A generic term for the chief executive officer of a detention facility. The formal title may vary (warden, officer in charge, sheriff, jail administrator, etc.).

FIELD OFFICE DIRECTOR (FOD) - Individual with chief responsibility for facilities in his assigned geographic area.

FIREARMS CONTROL OFFICER (FCO) - Individual designated responsible for the physical and administrative control of all firearms under the jurisdiction of the authorizing official.

FLAMMABILITY HAZARD—Has a flash point below 200 degrees Fahrenheit, closed cup, or is subject to spontaneous heating.

FLAMMABLE LIQUID—A substance with a flash point below 100 degrees Fahrenheit (37.8 Centigrade).

FLASH POINT—The minimum temperature at which the vapor of a combustible liquid can form an ignitable mixture with air.

FOOD SERVICE ADMINISTRATOR (FSA)—The official responsible for planning, controlling, directing, and evaluating Food Service Department operations.

FORMAL COUNT—Detainee population assembled at specific times for attendance check, conducted in accordance with written procedures.

FOUR/FIVE-POINT RESTRAINT—A restraint system that confines an individual to a bed or bunk in either a supine or prone position. Ordered by the facility administrator when a detainee's unacceptable behavior appears likely to continue risking injury to self or others.

FULL-TIME WORK ASSIGNMENT—Employed from beginning to end of a shift.

FUNDS—Cash, checks, money orders, and other negotiable instruments.

GENERAL CORRESPONDENCE—All correspondence other than "Special Correspondence."

GENERAL POPULATION – Detainees whose housing and activities are not specially restricted. The term is ordinarily used to differentiate detainees in the "general population" from those in Special Housing Units.

GRIEVANCE—A complaint based on a circumstance or incident perceived as unjust.

HARD CONTRABAND—Any item that poses a serious threat to the life, safety or security of the facility detainees or staff.

HEALTH AUTHORITY—The Health Administrator or Agency responsible for the provision of health care services at a facility or system of facilities. The responsible physician may be the Health Authority. Health Authority may also be referred to as the Medical Department.

HEALTH CARE PRACTITIONER - Defined as an individual who is licensed, certified, or credentialed by a state, territory, or other appropriate body to provide health care services within the scope and skills of the respective health care profession.

HEALTH HAZARD—Includes carcinogens, toxic agents, reproductive toxins, irritants, corrosives, sanitizers, hepatotoxins, nephrotoxins, neurotoxins, and other agents that act on the hemopoietic system or damage the lungs, skin, eyes, or mucous membranes.

HEALTH SCREENING-A system for preliminary assessment of the physical and mental condition of individual detainees upon arrival at the facility; conducted by health care personnel or by a health trained officer. The combination of structured inquiry and observation is designed to prevent new arrivals, who appear to pose a health or safety threat to themselves or others, from moving into the general population.

HEALTH SERVICES ADMINISTRATOR (HSA)-Executive responsible for the facility's health care program; may also serve as Clinical Director.

HOLD ROOM-A secure area used for temporary confinement of detainees before in-processing, institutional appointments (court, medical), release, transfer to another facility, or deportation-related transportation.

HOLY DAY-A day specified for religious observance.

HUNGER STRIKE - A voluntary fast undertaken as a means of protest or manipulation. Whether or not a detainee actually declares that he or she is on a hunger strike, staff are required to refer any detainee who is observed to not have eaten for 72 hours for medical evaluation and monitoring.

ILLEGAL CONTRABAND—Any item prohibited by law, the possession of which constitutes grounds for felony or misdemeanor charges.

INDIGENT - Without funds, or with only nominal funds. Ordinarily, a detainee is considered "indigent" if he or she has less than \$15.00 in his or her account.

INDOOR RECREATION AREA-A covered and enclosed exercise space 1,000 square feet or larger, encompassing 15 square feet per detainee for the planned capacity (number using the space at one time).

INFORMAL COUNT-Population count conducted according to no fixed schedule, when detainees are working, engaged in other programs, or involved in recreational activities. Unless a detainee is missing, these counts are not reported; also called "census check" or "irregular count."

INFORMAL RESOLUTION - Brings closure to a complaint or issue of concern to a detainee, satisfactory to the detainee and staff member involved; does not require filing of a written grievance.

INFORMED CONSENT - A patient's knowing choice about a medical treatment or procedure, made after a physician or other healthcare provider discloses whatever information a reasonably prudent provider in the medical community would give to a patient regarding the diagnosis, risks and benefits involved in the proposed treatment or procedure, and prognosis.

IN-PROCESSING – Administrative processing of a detainee arriving at a detention facility (See "Admissions").

INSTITUTION DISCIPLINARY PANEL (IDP)-Review board responsible for conducting disciplinary hearings and imposing sanctions for cases of detainee misconduct referred for disposition following the hearing. The IDP usually comprises a Hearing Officer and representatives of different departments in the facility.

INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)-A cooperative agreement between ICE and any State, territory or political subdivision for the construction, renovation or acquisition of equipment, supplies or materials required to

establish acceptable conditions of confinement and detention services. ICE may enter into an IGSA with any such unit of government guaranteeing to provide bed space for ICE detainees, and to provide the clothing, medical care, food and drink, security and other services specified in the ICE/ERO Detention Standards; facilities providing such services are referred to as "IGSA facilities."

INVESTIGATING OFFICER - An individual of supervisory or higher rank who conducts an investigation of alleged misconduct and was not involved in the incident; usually a Supervisory Detention Enforcement Officer or shift supervisor.

IRREGULAR COUNT-See **INFORMAL COUNT**.

LEGAL ASSISTANT - An individual (other than an interpreter) who, working under the direction and supervision of an attorney or other legal representative, assists with group presentations and in representing individual detainees. Legal assistants may interview detainees, assist detainees in completing forms and deliver papers to detainees without the supervisory attorney being present.

LEGAL CORRESPONDENCE – See “**SPECIAL CORRESPONDENCE**”

LEGAL FILE- See **A-FILE**.

LEGAL REPRESENTATIVE – An attorney or other person representing another in a matter of law, including law students, law graduates not yet admitted to the bar; “reputable individuals”; accredited representatives; accredited officials and attorneys outside the United States (see 8 CFR § 292.1, “Representation and Appearances”).

LEGAL RIGHTS GROUP PRESENTATION - Informational session held in a detention facility by an attorney or other legal representative to inform detainees about U.S. immigration law and procedures; not a forum for providing confidential or case-specific legal advice.

LIFE-SUSTAINING PROCEDURE (LIFE SUPPORT) – A medical intervention or procedure that uses artificial means to sustain a vital function.

MAIL INSPECTION-Examination of incoming and outgoing letters, packages, etc., for contraband, including cash, checks and money orders.

MASTER COUNT-Total number of detainees housed at a facility.

MATERIAL SAFETY DATA SHEET (MSDS)-Basic information about a hazardous chemical, prepared and issued by the manufacturer, in accordance with Occupational Safety and Health Administration regulations (see 29 CFR 1910.1200; see also OSHA Form 174); among other things, specifies precautions for normal use, handling, storage, disposal, and spill cleanup.

MEDICAL PERSONNEL -Those individuals authorized by a "scope of practice" or "scope of privileges" to perform health care delivery consistent with their licensure, certification or training.

MENTAL HEALTH PROVIDER - psychiatrist, clinical or counseling psychologist, physician, licensed clinical social worker or any other mental health professional licensed to practice and provide mental health services at the independent level.

MESSENGER-A person (neither a legal representative nor a legal assistant) whose purpose is to deliver or convey documents, forms, etc., to and from the detainee; not afforded the visitation privileges of legal representatives and legal assistants.

MINOR-A juvenile; a person under the age of 18.

NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE-Establishes the standards for health service in correctional facilities on which accreditation is based.

NATIONAL FIRE PROTECTION ASSOCIATION-Principal source of fire protection standards and codes.

NCCHC – National Commission on Correctional Healthcare.

NON-CONTACT VISIT-Visitation with a barrier preventing physical contact between the detainee and his or her visitors.

NON-MEDICAL EMERGENCY ESCORTED TRIP-Authorized detainee visit to a critically ill member of his/her immediate family, or to attend the funeral of a member of his/her immediate family. "Immediate family" member refers to a parent (including stepparent and foster parent), child, spouse, sister, or brother of the detainee.

NON-MERIT FACTOR - Any characteristic or factor immaterial to a detainee's mental or physical ability to perform a given assignment.

NON-SECURITY KEY – A key which if duplicated by unauthorized persons and/or lost, would not constitute an emergency requiring urgent action; not critical to facility safety and security.

OUT COUNTS-Detainees temporarily away from the facility, but included in the master count.

OUTDOOR RECREATION AREA-Open-air space for exercise or other leisure activities, large enough to allow 15 square feet per detainee for the largest group expected to use the area at any one time; but not less than 1,500 square feet.

PAT-DOWN SEARCH-Relies on the sensitivity of the officer's hands as they tap or run over the detainee's clothed body; may require the detainee to reveal pocket contents. The least intrusive body search.

PHYSICAL EXAMINATION—A thorough evaluation of an individual's physical condition and medical history conducted by or under the supervision of a trained medical professional.

PLAN OF ACTION-Describes steps the facility will take to convert a condition that has caused a determination of noncompliance with a standard.

POSSESSION - Control over an item on one's person, or in one's assigned or personal space.

POST ORDERS—Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.

PROGRESSIVE RESTRAINTS-Control the detainee in the least restrictive manner required, until and unless the detainee's behavior warrants stronger and more secure means of inhibiting movement.

PROTECTIVE CUSTODY (PC)—Administrative segregation for the detainee's own safety.

REASONABLE SUSPICION—Not intuition, but articulable facts that lead staff to suspect a particular person is concealing a weapon, contraband, or evidence of a crime.

RELIGIOUS PRACTICES-Worship, observances, services, meetings, ceremonies, etc., associated with a particular faith; access to religious publications, religious symbolic items, religious counseling and religious study classes; and adherence to dietary rules and restrictions.

REPRESENTATIVE OF THE NEWS MEDIA-Persons whose principle employment is to gather, document or report news for:

- A newspaper that circulates among the general public and publishes news of a general interest such as political, religious, commercial, or social affairs. A key criterion is

whether the paper qualifies to publish legal notices in the community in which it is located.

- A news magazine with a national circulation sold to the general public by newsstands and mail subscription.
- A national or international news service.
- A radio or television news program of a station licensed by the Federal Communications Commission.

SALLY PORT-An enclosure situated in the perimeter wall or fence surrounding the facility, containing double gates or doors, of which one cannot open until the other has closed, to prevent a breach in the perimeter security; handles pedestrian and/or vehicular traffic.

SANITATION-The creation and maintenance of hygienic conditions; in the context of food, involves handling, preparing, and storing items in a clean environment, eliminating sources of contamination.

SATELLITE FEEDING-Food served and consumed in a location other than where prepared.

SECURITY KEY— A key which if duplicated by unauthorized persons and/or lost, would jeopardize life, safety, property or security; or would facilitate escape.

SEGREGATION—Confinement in an individual cell isolated from the general population; for administrative, disciplinary, or protective reasons.

SERVICE PROCESSING CENTER (SPC) - A detention facility the primary operator and controlling party of which is ICE.

SEXUAL ACT -- Contact between the penis and the vulva or the penis and the anus, where contact involving the penis occurs upon penetration, however slight; contact between the mouth and the penis, the mouth and the vulva, or the mouth and the anus; or the penetration, however slight, of the anal or genital opening of another by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, arouse or gratify the sexual desire of any person.

SHIFT – The time period of an employee work shift or watch -- for example, the morning shift, day shift, or evening shift.

SHIFT SUPERVISOR -- A generic term for the detention security supervisor in charge of operations during a shift. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. Ordinarily, a shift supervisor (Detention Operations Supervisor, lieutenant, etc.) is, organizationally, directly under the chief of security (Chief Detention Enforcement Agent, captain, etc.).

SOFT CONTRABAND-Any unauthorized item that does not constitute hard contraband, i.e., does not pose a serious threat to human safety or facility security; includes that quantity of an item possessed in an amount exceeding the established limit.

SPECIAL CORRESPONDENCE - “Special Correspondence” is the term for detainees’ written communications to or from private attorneys and other legal representatives; government attorneys; judges, courts; embassies and consulates; the president and vice president of the United States, members of Congress, the Department of Justice (including the DOJ Office of the Inspector General), the Department of Homeland Security Office for Civil Rights and Civil Liberties, the Department of Homeland Security (including U.S. Immigration and Customs Enforcement, the Office of Detention and Removal Operations, and the DHS Office of the Inspector General); the U.S. Public

Health Service (including the Division of Immigration Health Services); administrators of grievance systems; and representatives of the news media.

SPECIAL MANAGEMENT UNIT (SMU) - A housing unit for detainees in administrative or disciplinary segregation.

SPECIAL-NEED DETAINEE - A detainee whose mental and/or physical condition requires special handling and treatment by staff. Special needs detainees include but are not limited to those who are emotionally disturbed, mentally challenged or mentally ill, physically disabled, infirm and drug or alcohol addicts/abusers.

TERMINALLY ILL/INJURED - In critical condition, beyond medical intervention, with death imminent or expected during the course of detention or hospitalization according to the attending physician.

TJC - The Joint Commission [formerly the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)], an independent, not-for-profit organization that evaluates and accredits more than 15,000 health care organizations and programs in the United States. TJC is the Nation's predominant standards-setting and accrediting body in health care.

TOXIC - Poisonous; capable of causing injury or death.

TRAINING - An organized, planned, and evaluated activity designed to achieve specific learning objectives and enhance personnel performance. Training may occur on site, at an academy or training center, an institution of higher learning, professional meetings, or through contract service or closely supervised on-the-job training. Training programs usually include requirements for completion, attendance records, and certification of completion. Meetings of professional associations are considered training where there is clear evidence of the direct bearing on job performance. In all cases, the activity must be part of an overall training program.

UNENCUMBERED SPACE - Open, usable space measuring at least seven feet in at least one dimension, free of plumbing fixtures, desk, locker, bed, and other furniture and fixtures (measured in operational position).

UNAUTHORIZED FUNDS - Negotiable instruments (checks, money orders, etc.) or cash in a detainee's possession exceeding the facility-established limit.

UNAUTHORIZED PROPERTY- Not inherently illegal, but against the facility's written rules.

UNIT DISCIPLINARY COMMITTEE - See **DISCIPLINARY COMMITTEE**.

VOLUNTEER GROUP - Individuals who collectively donate time and effort to enhance the activities and programs offered to detainees; selected on basis of personal qualities and skills (recreation, counseling, education, religion, etc.).

WORK ASSIGNMENT - Carpentry, plumbing, food service and other operational activities included in the facility's Voluntary Work Program, for which a detainee may volunteer.

Article VI. No Employment of Unauthorized Aliens

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

Article VII. Period of Performance

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bilateral modification for successive periods of performance or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X.

Article VIII. Inspections

The Facility and services shall be inspected in accordance with the following procedures:

- A. Definitions. "Services" as used in this clause include services performed, workmanship and material furnished or utilized in the performance of services.
- B. The Service Provider shall provide and maintain an inspection system acceptable to the government covering the services under this agreement. Complete records of all inspection work performed by the Service Provider shall be maintained and made available to the government during contract performance and for as long afterwards as the agreement requires.
- C. The Government has the right to inspect and test all services called for by the Agreement, to the extent practicable, at all times and places during the term of the Agreement. The Government shall perform inspections and tests in a manner that will not unduly delay or interrupt the work.
- D. If the government performs inspections or test on the premises of the Service Provider or a subcontractor, the Service Provider shall furnish and shall require subcontractor to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties including unfettered access to any and all materials and files related to detainee custody and care.
- E. If any of the services do not conform to the Agreement requirements, the Government may require the Service Provider to perform the services again in conformity with the Agreement requirements, at no increase to the price stated in the Agreement. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Service Provider to take necessary action to ensure that future performance conforms to the Agreement requirements and (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Service Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the Agreement requirements, the Government may (1) by contract or otherwise, perform the services and

charge to the Provider any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the agreement for default.

Article IX. Inspection Records

- A. **Inspection Report:** The Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. **Possible Termination:** If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII and X.
- C. **Share Findings:** The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. **Access to Detainee Records:** The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider or its subcontractor created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, to the detainee's medical condition and behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.
- E. **Detainee Privacy:** The Service Provider agrees to comply with the Privacy Act of 1974 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 system or records; and (ii) the design, development, or operation work that the Service Provider performs. The Service Providers shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development or operation of a system of records on individuals that is subject to the Act; and in the event of violations of the Act, a civil action may be brought against the Agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an Agency function, and criminal penalties may be imposed upon the officers or employees of the Agency when the violation concerns the operation of a system of records on individuals to accomplish an Agency function. For purposes of the Act, when

the Agreement is for the operation of a system of records on individuals to accomplish an Agency function, the Service Provider is considered to be an employee of the Agency.

“Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records.

“Record,” as used in the clause, means any item, collection, or grouping of information about an individual that is maintained by an Agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifier particular to the individual, such as a fingerprint, voiceprint or a photograph.

“System of records on individuals,” as used in this clause, means a group of any records under the control of any Agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article X. Modifications and Disputes

- A. **Modifications:** Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting has approved the modification in writing.
- B. **Change Orders:**
 - 1. The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
 - (a) Description of services to be performed, including revisions to the PBNDS detention standards.
 - (b) Place of performance of the services.
 - 2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
 - 3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
 - 4. If the Service Provider’s proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
 - 5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article shall excuse the Service Provider from proceeding with the Agreement as changed.

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

Article XI. Adjusting the Bed Day Rate

ICE shall reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than twelve (12) months after the effective date of the Agreement unless required by law (see Article XIX). After twelve (12) months, the Service Provider may request a rate adjustment by completing a Jail Services Cost Statement (JSCS). The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

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

Article XII. Enrollment, Invoicing, and Payment

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

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-ERO/DRO-FOD-FLS

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

802-288-7658

3. By e-mail:

Invoice.Consolidation@dhs.gov

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

Each invoice submitted shall contain the following information:

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

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

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the Burlington Finance Office receives a complete invoice. Either the

date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in Central Contractor Registration (CCR) and all information is accurate.

Article XIII. ICE Furnished Property

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

Article XIV. Hold Harmless and Indemnification Provisions

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

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

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

Article XV. Records

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

Article XVI. Detainee Telephone Services

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in ICE Performance Based Detention Standards on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

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

Article XVII. Maintain Institutional Emergency Readiness

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of this Agreement. The plan shall receive the concurrence of the Contracting Officer's Technical Representative (COTR) prior to implementation and shall not be modified without the further written concurrence of the COTR.
- B. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.
- C. Likewise, the Service Provider shall have in place an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility, when necessary.
- D. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Service Provider, and maintained in a secure location outside the secure perimeter of the facility.
- E. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.
- F. The COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to, the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more

than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

- G. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.
- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.
- I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the Provider shall at all times be consistent with all applicable policies of ICE Detention Operations Manual regarding Use of Force.

XVIII. Security Requirements

- A. General: Performance under this Inter-Governmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.
- B. Suitability Determination: DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Service Provider employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable Entry-On-Duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the agreement. No employee of the Service Provider shall be allowed to EOD and/or access sensitive information or systems without a favorable

EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Service Provider employees assigned to the Agreement not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

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

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

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

Be advised that unless an applicant requiring access to sensitive information has resided in the United States for three (3) of the past five (5) years, the Government may not be able to complete a satisfactory background investigation. In such cases,

DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this Agreement for any position that involves access to, development of, or maintenance to any DHS IT system.

- D. Continued Eligibility: If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Service Provider that the employee shall not continue to work or to be assigned to work under the Agreement.

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

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

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

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

The OPR-PSU must be notified of all terminations/ resignations within 5 days of occurrence. The Provider will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

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

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS USCIS, in

partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

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

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

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

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

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

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

- H. Information Technology Security Training And Oversight: All Service Provider employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

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

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

XIX. Quality Control

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

The QCP shall:

1. Be implemented prior to the start of performance.
 2. Provide quality control services that cover the scope of the Agreement and implement proactive actions to prevent non-performance issues.
- B. A complete QCP addressing all areas of agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the Contracting Officer for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.
- C. The QCP shall include, at a minimum:
1. Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.

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

Article XX. Contracting Officer's Technical Representative (COTR)

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

Article XXI. 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 Appendix F. These standards and provisions are included in every contract/IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the Contract-Specific wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract. (See Appendix G - Wage Determination).

EXHIBIT O

EROIGSA-14-0002
 INTERGOVERNMENTAL SERVICE AGREEMENT
 BETWEEN THE
 UNITED STATES DEPARTMENT OF HOMELAND SECURITY
 U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
 OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
 AND
 CITY OF HOLTVILLE, CA

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

FACILITY LOCATION:

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

Facility Name: Imperial Regional Detention Facility

Street Address: 1572 Gateway

City, State, Zip Code: Calexico, CA 92231

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Proposal dated 05/12/2014, as revised dated 07/25/2014, incorporated herein by reference, except as superseded elsewhere in this agreement
- Attachment 1 - RESERVED
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2005-2057, Revision Number: 15, Dated 07/25/2014
- Attachment 4 - Quality Control Plan
- Attachment 5 - Quality Assurance Surveillance Plan
 - 5.A. Performance Requirements Summary
 - 5.B. Sample Contract Deficiency Report
- Attachment 6 – Performance Work Statement (PWS)
- Attachment 7 – Staffing Plan
- Attachment 8 – Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities, 79 Fed. Reg. 13100 (Mar. 7, 2014)
- Attachment 9 – Compliance with PBNDS 2011 Optimal Provisions

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

Roberta J. Halls
Contracting OfficerSignature: Date: September 11, 2014**ACCEPTED:**

City of Holtville, CA

Alexander P. Meyerhoff, AICP
City ManagerSignature: Date: September 10, 2014

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Performance Work Statement

I. INTRODUCTION

A. Background

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

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

B. Scope of Work Performance

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

The Facility's operation shall reflect the PBNDS Expected Outcomes as summarized and outlined at length in Attachment 1, Performance Outcomes, 2011 Performance-Based National Detention Standards (PBNDS). Where minimum requirements are expressed, innovation is encouraged to further the goals of detention reform.

C. Explanation of Terms/Acronyms

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

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

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

26. 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.
27. FACILITY: The physical plant and grounds in which the Service Provider's services are operated.
28. 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).
29. 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.
30. ICE HEALTH SERVICE CORPS (IHSC): The medical authority for ICE, provides on-site, direct patient care to ICE detainees at 23 detention locations and manages off-site medical referrals for aliens housed in approximately 270 other facilities nationwide. IHSC medical facilities follow applicable health care standards that guide current national policy regarding the delivery of health care.
31. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), siblings (including stepsiblings and half-siblings) and their spouses.
32. INCIDENT REPORT: Written documentation of an event, such as a minor disturbance, officer misconduct, any detainee rule infraction, etc.
33. 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."
34. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
35. LOG BOOK: The official record of post operations and inspections.
36. MAN-DAY: See Bed Day.
37. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed.

38. **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.
39. **MEDICAL RECORDS:** Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. Limited information from these records is transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
40. **MEDICAL SCREENING:** A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
41. **OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU):** The ICE office, which implements a component-wide personnel security program.
42. **ON CALL/REMOTE CUSTODY OFFICER POST:** These posts shall be operated on demand by the COR and shall include, but not be limited to, escorting and providing custody of detainees for hearings, ICE interviews, or at any other location requested by the COR.
43. **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.
44. **QUALITY ASSURANCE:** The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
45. **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.
46. **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.
47. **QUALITY CQNTROL PLAN (QCP):** A Service Provider-produced document that addresses critical operational performance standards for services provided.

48. **RESPONSIBLE PHYSICIAN:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
49. **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, strait jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
50. **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).
51. **SECURITY DEVICES:** Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
52. **SECURITY PERIMETER:** The outer portions of a facility, which actually provide for secure confinement of detainees.
53. **SERVICE PROVIDER:** See Contractor.
54. **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.
55. **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.
56. **TRANSPORTATION COSTS:** All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
57. **UNIFORM:** A clearly identifiable outfit which can include traditional or non-traditional articles such as khaki pants and polo shirts.
58. **WEAPONS:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and authorized batons.

II. GENERAL INFORMATION

A. Introduction

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

B. General

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

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Local Detention Facilities (most current edition) and the most recent copies of the supplements as they are issued. Copies are obtainable for purchase through the Internet website. http://www.aca.org/ACA_Prod_IMIS/ACA_Member/Standards_Accreditation/Standards/Purchase/ACA_Member/Standards_and_Accreditation/Standards_Books_Merchandise.aspx?hkey=9afcadb3-623d-4933-825d-32458db12f83
4. Officers' Handbook (M-68)
5. The 2011 Performance Based National Detention Standards (PBNDS). (Note: The provisions of the PBNDS 2011 should be interpreted as minimum requirements. Facilities are encouraged to design and operate the facility to provide the least restrictive conditions appropriate to maintain the security and safety of the staff and detainees.)
6. Federal, state, and local laws governing use of firearms, fire safety and environmental health.
7. All other regulations provided to the Service Provider by the authority of the CO.

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

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

C. Records Management

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

D. Inspection by Regulatory Agencies

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

E. Performance Evaluation Meetings

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

F. Service Provider's Employee Manual

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

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement

8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

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

G. Housing, Health, and Medical Care

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

1. Detention Site Standards

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

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

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

2. Health and Medical Care

The Service Provider shall comply with written policies and procedures for appropriately addressing the health needs of ICE detainees. Policies and procedures shall be written to ensure that medical, dental, and mental health care are delivered in compliance with NCCHC standards and PBNDS 2011 Standard 4.3 and shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.

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

III. PERSONNEL

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

A. Minimum Standards of Employee Conduct

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

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

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

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

B. Random Drug Testing

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

C. Contraband Program and Inspection

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

D. Removal from Duty

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

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

6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

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

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

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

E. Tour of Duty Restrictions

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

F. Dual Positions

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

G. Post Relief

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

H. Personnel Files

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

I. Uniform Requirements

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

1. Uniforms

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

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

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

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

2. Identification Credentials

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

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Service Provider issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager designated Service Provider personnel.

- c. To avoid the appearance of having Government issued badges, the Service Provider shall not possess wallet type badges or credentials. All credentials shall be approved by the COR.

J. Permits and Licenses

1. Business Permits and Licenses

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

2. Licensing of Employees

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

3. Jurisdiction

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

K. Encroachment

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

L. Work Schedules

The Service Provider shall adhere to the staffing plan outlined in Attachment 7 of the IGSA.

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

1. Post Work Schedules

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

2. Starting and Stopping Work

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

3. Recording Presence

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

be entered in the "relief" column after mutual concurrence between ICE and the Service Provider.

Each line on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on anyone line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Service Provider must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4. Rest Periods

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

5. Work Relief

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

6. Hospitalization of Detainees

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

IV. BACKGROUND AND CLEARANCE PROCEDURES

A. Initial Drug Testing

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

B. Training

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

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

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

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

1. General Training Requirements

- a. All employees will have the training described in the ACA Standards, PBNDS 2011, and in this section. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
- b. All new Officers and Custody staff will receive 120 hours of training as delineated in the ACA Standards during the first year of employment.

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

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

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

2. Refresher Training

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

3. Basic First Aid and CPR Training

- a. All members of the Service Provider's security staff shall be trained annually in basic first aid and CPR. They must be able to:
 1. Respond to emergency situations within four minutes.
 2. Recognize warning signs of impending medical emergencies.
 3. Know how to obtain medical assistance.
 4. Recognize signs and symptoms of mental illness.
 5. 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 must successfully complete a minimum of 40 hours of formal supervisory training provided by the Service Provider prior to assuming duties. This training is in addition to mandatory training requirements for Officers. Supervisory training shall include the following management areas:

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

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

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

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

5. Proficiency Testing

The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COR shall approve the questions before the Service Provider can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider must

provide the COR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this agreement.

6. Training Documentation

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

V. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT

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

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

B. Manage the Receiving and Discharge of Detainees

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

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

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

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

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

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

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

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

D. Securely Operate the Facility

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

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

E. Enforce the Detainee Disciplinary Policy

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

F. Administrative Segregation Policy

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

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

- a. 14 days, or 14 days out of any 21 day period;

- b. 30 days; and
- c. At every 30-day interval thereafter.

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

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

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

G. Maintain Detainee Accountability

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

H. Collect and Disseminate Intelligence Information

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

I. Provide Security Inspection System

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

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

J. Maintain Institutional Emergency Readiness

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

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

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

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

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

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

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

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

VI. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

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

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

B. Unauthorized Access

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

C. Direct Supervision of Detainees

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

D. Logbooks

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

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

E. Records and Reports

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

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

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

F. Detainee Counts

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

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

G. Daily Inspections

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

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

H. Control of Contraband

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

I. Keys and Access Control Devices

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

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

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

J. Control of Chemicals

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

K. Post Orders

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

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

L. Deviation from Prescribed Schedule Assignments

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

M. Use of Force Policy

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

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

- d. A list of all participants and witnesses (Service Providers, detainees, and ICE personnel) to incident.
- 3. The calculated use of force must be in accordance with the 2011 PBNDS and requires, at a minimum, the following:
 - e. The formulation of an After Action Review Team..
 - f. An After Action Report submitted to the Field Office Director and COR within 4 days of the incident, with corrective actions noted, if applicable.
 - g. Video footage of the incident must be made available for potential ICE review.

N. Use of Restraints Policy

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

O. Intelligence Information

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

P. Lost and Found

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

Q. Escapes

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

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

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

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

R. Injury, Illness, and Reports

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

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

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

S. Protection of Employees

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

T. Medical Requests

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

U. Emergency Medical Evacuation

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

V. Sanitation and Hygienic Living Conditions

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

VII. MANAGE A DETAINEE WORK PROGRAM

A. General

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

VIII. HEALTH SERVICES

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

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

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

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

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

IX. FOOD SERVICE

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

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

X. DETAINEE SERVICES AND PROGRAMS

A. Manage Multi-Denominational Religious Services Program

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

B. Provide for a Detainee Recreation Program

The Service Provider shall develop and ensure adequate and meaningful recreation programs for detainees at the facility, consistent with the requirements of PBNDS 2011 Standard 5.4. In addition to the indoor and outdoor recreation areas, the facility shall provide multi-purpose rooms in each housing unit that can be used for classes and other programming, medical rounds, and for activities such as indoor table games, watch TV, read, and generally interacting with other detainees in a relaxed setting. Indoor recreation activities will be available in the housing units during both the day and evening hours.

Indoor and outdoor areas will offer recreational equipment to provide aerobic and strength conditioning. Outside recreation activities may include handball, volleyball, basketball, soccer, or other activities appropriate to the needs of the population. Subject to the security needs of the facility, and using the provisions of the PBNDS 2011 as a guide, detainees will be allowed ample access to the recreation areas within the facility's perimeter. .

All regular housing units at Imperial will have outdoor recreation available in the attached outdoor recreation areas at a minimum from 8:00 a.m. to 11:00 a.m., from 12:30 p.m. to 3:30 p.m. and from 5:00 p.m. to 8:00 p.m. daily.

Housing Unit Recreation							
Time	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
0800-1100	ALL	ALL	ALL	ALL	ALL	ALL	ALL
1230-1530	ALL	ALL	ALL	ALL	ALL	ALL	ALL
1700-2000	ALL	ALL	ALL	ALL	ALL	ALL	ALL

The main recreation yard will be open for outdoor recreation at a minimum from 8:00 a.m. - 11:00 a.m. for four housing units, and from 12:30 p.m. - 3:30 p.m. for the remaining four housing units.

Main Recreation Yard							
Time	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
0800-1100	1-4	1-4	1-4	1-4	1-4	1-4	1-4
1230-1530	5-8	5-8	5-8	5-8	5-8	5-8	5-8

C. Manage and Maintain a Commissary

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

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Profits may also be used to offset commissary staff salaries. The Service Provider shall provide independent auditor certification of the funds to the COR every 90 days. At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

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

D. Visitation

Visitation shall be provided within a designated area with hours of operation throughout the week consistent with the PBNDS 2011. The facility shall provide multi-purpose rooms for NGOs rights presentations [and EOIR LOP programs]. These rooms shall also be available for use by consular officials. Scheduled legal visits will be available seven days a week.

Contact visitation and non-contact visitation will take place at a minimum from 11:00 a.m. through 7:00 p.m. from Thursday through Monday every week; holiday visitation shall be allowed for those recognized holidays that fall on either Tuesday or Wednesday.

Regular Visitation							
Time	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1100-1900	OPEN	(Holidays Only)	(Holidays Only)	OPEN	OPEN	OPEN	OPEN

E. Law Library

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for computers, printers, books, and materials to provide a reading area - "Law Library" - in accordance with the 2011 PBNDS on Law Libraries and Legal Materials. Law library computers shall have internet access to websites approved by ICE.

F. Library

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

G. Barber Shop

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

H. Language Access

The Service Provider will ensure that applicable content of all instructions given to ICE detainees and copies of the Detainee Handbook - as addressed in the PBNDS 2011 standards - are communicated to detainees in a language or manner that the detainee can understand. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

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

I. Create and Manage a Detainee Representative Program

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

J. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be

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

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

- (1) The International Building Code – 2006 Edition (Applicable Code for Imperial County, California).
- (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.

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

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

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

For new construction expansion or existing physical plant, final and completed, the Service Provider prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Service Provider progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained

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

When designing or acquiring any new facility and in planning any substantial expansion or modification of an existing facility, the facility, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon its ability to protect detainees from sexual abuse. When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility, as appropriate, shall consider how such technology may enhance its ability to protect detainees from sexual abuse.

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

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

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

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

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

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

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

XI. PROPERTY ACCOUNTABILITY

A. General

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

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

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

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

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

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

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

A. Firearms Requirements

- [illegible]

A horizontal bar chart titled 'U.S. should take action to address climate change' showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The y-axis lists age groups: 18-29, 30-49, 50-69, 70+, and 'All'. The x-axis represents the percentage from 0 to 100. The bars are black. The data is as follows:

Age Group	Percentage
18-29	92%
30-49	78%
50-69	95%
70+	15%
All	88%

EXHIBIT P

STANDARD INTERGOVERNMENTAL SERVICE AGREEMENT IGSA**Table of Contents**

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INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
COUNTY OF ORANGE

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and the County of Orange, by and through its Sheriff's Department, Health Care Agency and County Executive Office, ("**Service Provider**") for the detention and care of aliens ("**detainees**"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institutions:

Theo Lacy Facility
501 The City Drive South
Orange, CA 92868

James A. Musick Facility
13502 Musick Road
Irvine, CA 92618

INTERGOVERNMENTAL SERVICE AGREEMENT

- Attachment A - Statement of Work (SOW)
- Attachment B - ICE Design Standards
- Attachment C - Structured Cable Plant Standard
- Attachment D - Performance Requirements Summary
- Attachment E - Transportation Routes
- Attachment F - Quality Assurance Surveillance Plan (QASP)
- Attachment G - Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- Attachment H - Wage Determination Number: 2005-2047, Dated 05/26/2009
- Attachment I - Medical Services Overview by Facility

DROIGSA-10-0001

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

Bobbie Wright
Contracting Officer

By: Bobbie Wright
Date: 7-20-10

ACCEPTED:

County of Orange

Rick Dostal, Executive Director
Sheriff's Department

By: Rick Dostal
Date: 7-20-10

Jay LeFlore, Assistant Sheriff
Sheriff's Department

By: Jay LeFlore
Date: 7-20-10

Robert C. Gates, Deputy Agency Director
Health Care Agency

By: R. C. Gates
Date: 7-20-10

Michelle Aguirre, Administrative Manager
County Executive Office

By: Michelle Aguirre
Date: 7-20-10

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By: Wade A. Smith
Deputy
Date: 7/20/10

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

Bobbie Wright
Contracting Officer

By: _____

Date: _____

ACCEPTED:

County of Orange

Rick Dostal, Executive Director
Sheriff's Department

By: _____

Date: _____

Jay LeFlore, Assistant Sheriff
Sheriff's Department

By: _____

Date: _____

Robert C. Gates, Deputy Agency Director
Health Care Agency

By: _____

Date: _____

Michelle Aguirre, Administrative Manager
County Executive Office

By: _____

Date: _____

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees." This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, except for medical prescriptions, with respect to the bed day rate for 838 detainees. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate. The parties agree to continue good faith negotiations toward development of a time line for completion of infrastructure activities. Infrastructure includes new construction and modification of existing structures to meet ICE Design Standards to house ICE detainees.

Bed Day Rate at Theo Lacy for 472 males	\$ 118.00 per detainee
Bed Day Rate at James A. Musick for 256 males	\$ 118.00 per detainee
Bed Day Rate at James A. Musick for 110 females	\$ 118.00 per detainee
Cost Reimbursement for Medical Prescription Not to Exceed (NTE)	\$720,000.00 per year
*Escort Services at Regular Rate	\$ 139.69 per hour
*Escort Services at Overtime Rate	\$ 90.51 per hour
*Stationary Guard at Regular Rate	\$ 139.69 per hour
*Stationary Guard at Overtime Rate	\$ 90.51 per hour
*Transportation Mileage rate	\$ 0.50 per mile
Detainee Work Program Reimbursement	\$ 1.00 per day
* See Article XVII	

- D. Cost Reimbursement for Prescriptions: This is a cost reimbursement line item for medical prescriptions. The Service Provider shall submit a monthly invoice in accordance with Article XIII. The amount reimbursed will be the actual cost of prescription medications only. No overhead or profit will be reimbursed. Any non-prescribed over-the-counter medications shall be included in the bed day rate. The Service Provider and ICE shall monitor actual cost utilization for prescription medications and if costs are projected to exceed the NTE amount specified herein, the Service Provider may request a modification of the NTE for prescription medications in accordance with Article XI.A.

Article II. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, the facility meets ICE requirements, and is in compliance with ICE detention standards.
- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the Services will be negotiated and specified in a delivery order to this Agreement.
- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the Theo Lacy, James A. Musick, or the Intake and Release Center (IRC). If either the facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA. The requirements of this paragraph do not apply to service agreements usually and customarily entered into by the Service Provider to obtain or arrange for medical supplies, technical support, maintenance, or medical professional services such as physicians, radiologists, and dentists.
- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement, except for medical prescriptions as outlined in Article I. D. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article III. Covered Services

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis, with minimum availability of 500 beds. Prior to reducing the ICE population, the Service Provider shall give ICE at least 90 days notice. ICE will transfer only in-custody detainees to the facilities for housing. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.

The Sheriff's Department has a legal obligation to house County inmates. If the inmate population of the County Jail begins to increase to a point where it appears to the Sheriff's Department that the number of guaranteed beds for detainees may need to be reduced, the Sheriff's Department shall notify ICE, and the Sheriff's Department and ICE will work to resolve the issue within 90 days. Failure to resolve the issue may result in termination of the Agreement.

- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. ICE will remove the juvenile within twenty-four (24) hours.

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

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

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

- E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations (see Attachment E - Transportation Routes). Escort services will be required for escorting detainees who are in the physical custody of the Sheriff's Department to court hearings; escorting detainees who are in the custody of the Sheriff's Department and who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.
- F. Special Management Unit (SMU): The Service Provider, under this IGSA shall ensure access to Special Management Units with an Administrative Segregation section for detainees segregated from the general population for administrative reasons and a Disciplinary Segregation section for detainees segregated from the general population for disciplinary reasons. If a female detainee requires special management services beyond 72 hours, the Service Provider shall request that ICE remove the female detainee.

Article IV. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. ICE will not release detainees from the County of Orange facilities into the local community. The Service Provider will transport the detainee from the facility to the Los Angeles Field Office which will effect release from custody. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. Service Provider Right of Refusal. The Service Provider shall make all reasonable efforts to receive ICE detainees. These efforts shall be in accordance with the Service Provider's responsibility to ensure the safety and security of the detainees and staff. The

Service Provider retains the right to refuse acceptance, or request removal of detainees under the following circumstances:

1. The detainee is determined through the Sheriff's Department's classification process to be an unacceptable risk to the safety and security of staff and/or other detainees.
2. There is a lack of available or suitable housing to accommodate the classification of detainee.
3. On the rare occasion there is a pre-existing relationship between a detainee and staff member (e.g., family, friend or former professional relationship) which may potentially cause a conflict or compromise the security of the Facility and/or the staff member.
4. The detainee has a medical or mental health problem which requires care beyond the scope of the contractual level of care as defined in Attachment I or in any instance that is best for the health and welfare of the detainee.

In the case of a detainee already in custody of the Service Provider, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. In circumstances other than when the detainee requires immediate transfer to the hospital, the Service Provider shall allow ICE up to 72 hours to make alternative arrangements for the detainee.

Should a substantial number of rejections occur, ICE reserves the right to request mediation or negotiation.

- E. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.
- F. Pregnant Detainees: The Service Provider shall accept pregnant detainees up to the end of 2nd trimester within the scope of available medical services.

Article V. ICE Detention Standards

Satisfactory Performance:

The Service Provider shall house detainees and perform related detention services in accordance with the 2008 edition of ICE Performance Based National Detention Standards (PBNDs) with the exception of the IRC where housing is limited to under 72 hours. The complete set of standards applicable to this procurement is available from the following website: <http://www.ice.gov/partners/dro/PBNDs/index.htm> and incorporated herein. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE PBNDs.

The facility's design and operation shall reflect the PBNDS Expected Outcomes as summarized and reflected in the design statement and outlined at length below. Where minimum requirements are expressed, innovation is encouraged to further the goals of detention reform.

Performance Outcomes

The Expected Outcomes of the 42 PBNDS are listed below.

1. PART 1 SAFETY

1 Emergency Plans

Each facility will have in place contingency plans to quickly and effectively respond to any emergency situations that arise and to minimize their severity.

1. Staff will be trained at least annually in emergency preparedness and implementation of the facility's emergency plans.
2. An evacuation plan will be in place in the event of a fire or other major emergency, and the plan will be locally approved in accordance with this Detention Standard and updated at least annually.
3. Events, staff responses, and command-related decisions during and immediately after emergency situations will be accurately recorded and documented.
4. Plans will include procedures for handling detainees with special needs during an emergency or evacuation.
5. The applicable content and procedures in this standard will be communicated in a language or other manner that the detainee can understand.

2 Environmental Health and Safety

1. Facility cleanliness and sanitation will be maintained at the highest level.
2. Compliance with all applicable safety and sanitation laws will be ensured by documented internal and external inspections and corrective action when indicated.
3. Compliance with all applicable fire safety codes and fire safety performance requirements for the facility furnishings will be ensured.
4. Flammable, poisonous, toxic, and caustic materials will be controlled and used in a safe manner.
5. Compliance with fire prevention regulations, inspection requirements, and practices, including periodic fire drills, will ensure the safety of detainees, staff, and visitors.
6. Staff will be knowledgeable about procedures and responsibilities during emergency situations, including those that require evacuation, in accordance with a written plan and at least annual training.
7. The facility will have a plan for immediate release of detainees from locked areas and provisions for a back-up system.
8. A sufficient number of properly positioned emergency exits that are clear from obstruction will be distinctly and permanently marked.
9. Preventive maintenance and regular inspections will be performed to ensure timely emergency repairs or replacement to prevent dangerous and life-threatening situations.
10. Potential disease transfer will be minimized by the proper sanitization of barbering equipment and supplies.

11. Pests and vermin will be controlled and eliminated.
12. Safe potable water will be available throughout the facility.
13. Emergency lighting and life-sustaining equipment will be maintained and periodically tested.
14. Disposal of garbage and hazardous waste will be in compliance with applicable government regulations.
15. The applicable content and information in this standard will be communicated in a language or manner which the detainee can understand.

3 Transportation (by Land)

1. The general public, detainees, and staff will be protected from harm when detainees are transported.
2. Vehicles used for transporting detainees will be properly equipped, maintained, and operated.
3. Detainees will be transported in a safe and humane manner, under the supervision of trained and experienced staff.
4. To the extent practicable, reasonable accommodations (e.g., wheelchairs, canes) will be made for detainees with physical disabilities and impairments in accordance with security and safety needs.

PART 2 SECURITY

4 Admission and Release

1. Upon admission each detainee will be screened to ensure facility safety, security, and good order. Strip searches will be conducted in the least intrusive manner practicable.
2. Upon admission, each detainee's personal property and valuables will be checked for contraband, inventoried, receipted, and stored.
3. Each detainee's identification documents will be secured in the detainee's A-file.
4. Upon admission, each detainee will be medically screened to protect the health of the detainee and others in the facility.
5. Upon admission, each detainee will be given an opportunity to shower and be issued clean clothing, bedding, towels, and personal hygiene items.
6. Upon admission, each detainee will undergo screening interviews and complete questionnaires and other forms.
7. Each newly admitted detainee will be kept separated from the general population until classified and housed accordingly.
8. Each newly admitted detainee will be oriented to the facility through written material on facility policies, rules, prohibited acts, and procedures and, in some facilities, by viewing an orientation video, in a language or manner he or she can understand.
9. Detainees will be released, removed, or transferred from a facility only when staff have followed specified procedures and completed required forms.
10. The facility will maintain accurate records and documentation on all detainees' admission, orientation, and release.
11. Detainees will have access to a telephone during the admission process
12. The applicable contents and procedures in this Standard will be communicated to the

detainee in a language or manner which the detainee can understand.

5 Classification System

1. The community, staff, contractors, volunteers, and detainees will be protected from harm through a formal classification process for managing and separating detainees by threat risk that is based on verifiable and documented data.
2. Each detainee will be expeditiously classified upon admission to the facility and before being admitted into general population housing.
3. Non-criminal detainees will be protected from harm by assigning detainees housing with persons of similar backgrounds and criminal history.
4. Each detainee's classification will be reviewed at regular intervals, when required by changes in the detainee's behavior or circumstances, or upon discovery of additional, relevant information.
5. Detainees will be able to appeal their classification levels.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

6 Contraband

1. Contraband will be identified, detected, controlled, and disposed of properly.
2. Detainee personal property that would be considered contraband within the facility will be mailed to a third party or stored until the detainee's release, unless that property is illegal or a threat to safety or security.
3. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
4. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner which the detainee can understand.

7 Facility Security and Control

1. Essential security posts and positions will be staffed with qualified personnel.
2. Facility security and safety will be monitored and coordinated by a secure, well-equipped, and continuously staffed control center.
3. The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization.
4. Information about routine procedures, emergency situations, and unusual incidents will be continually recorded in permanent post logs and shift reports.
5. Facility safety, security and good order, including the safety, health and well-being of staff and detainees, will be enhanced through ongoing observation, supervision, and personal contact and interaction between staff and detainees.
6. Special security and control measures will consistently be applied to Special Management Unit entrances.
7. Facility safety, security and good order will be enhanced through frequent and documented staff inspections of detainee-occupied and unoccupied areas.

8 Funds and Personal Property

1. The security, safety and good order of each facility will be maintained through an immediate search of each newly admitted detainee's property.

2. Each detainee's funds, valuables, baggage, and personal property will be inventoried, receipted, stored and safeguarded for the duration of their detention.
3. Each detainee will be informed about what funds and property may be retained in his or her possession and about procedures to report missing or damaged property.
4. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

9 Hold Rooms in Detention Facilities

1. The safety, security, and comfort of detainees temporarily confined in Hold Rooms will be ensured.
2. No detainee will be confined in a Hold Room for more than twelve hours.
3. Males and females will be confined separately.
4. Minors (under 18) will be held apart from adults, except for related adults or legal guardians, provided there are no safety or security concerns with this arrangement.
5. Any detainee with disabilities, including temporary disabilities, will be housed in a manner that provides for his or her safety, comfort and security.
6. Detainees awaiting a medical visit will be seen as promptly as possible.

10 Key and Lock Control

1. All staff will be trained in the proper care and handling of keys and locks.
2. Keys will be controlled and accounted for.
3. Locks and locking devices will be continually inspected, maintained, and inventoried.
4. Employees will store their firearms in secure gun lockers before entering the facility.

11 Population Counts

Security, safety, and orderly facility operations will be maintained through an ongoing, effective system of population counts and accountability for detainees.

12 Post Orders

1. Each officer will have current written Post Orders that specifically apply to the assigned post, with step-by-step procedures in sufficient detail to guide an officer assigned to that post for the first time.
2. Signed and dated records will be maintained to show that assigned officers acknowledged that they read and understood the Post Orders.
3. Post Orders will be formally reviewed annually and updated as needed.

13 Searches of Detainees

1. Detainees will live and work in a safe and orderly environment.
2. Contraband will be controlled.
3. Searches of detainees, housing, and work areas will be conducted without unnecessary force and in ways that preserve the dignity of detainees.
4. When body searches are conducted, the least intrusive practicable search method will be employed, as indicated by the type of contraband and the method of suspected introduction or concealment.
5. Pat searches of detainees and metal detector screening will be conducted routinely to control contraband.
6. A strip search will be conducted only when there is reasonable suspicion that contraband may be concealed on the person, or when there is a reasonable suspicion

that a good opportunity for concealment has occurred, and when properly authorized by a supervisor.

7. A body cavity search will be conducted by designated health personnel only when authorized by the facility administrator on the basis of reasonable suspicion that contraband may be concealed in or on the detainee's person.
8. "Dry cells" will be used for contraband detection only when there is reasonable suspicion of concealment, with proper authorization, and in accordance with required procedures.
9. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
10. Canine units (in facilities that have them) may be used for contraband detection when detainees are not present, but canine use for force, intimidation, control, or searches of detainees is prohibited.
11. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

14 Sexual Abuse and Assault Prevention and Intervention

1. Sexual abuse and assault of detainees will be prevented.
2. Detainees will be informed about the facility's sexual abuse or assault prevention and intervention program.
3. Detainees will be screened to identify those likely to be sexual aggressors or sexual victims and will be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims will be placed in the least restrictive housing that is available and appropriate.
4. All allegations of sexual abuse or assault will be promptly and effectively reported and investigated. Detainees will not be punished for truthfully reporting abuse or signs of abuse observed.
5. If sexual abuse or assault of any detainee occurs, the medical, psychological, safety, and social needs of the victim will be promptly and effectively met.
6. Where possible and feasible, a victim of sexual assault will be referred under appropriate security provisions to a specialized community facility for treatment and gathering of evidence.
7. Assaultants will be confined and disciplined and may be subject to criminal prosecution.
8. Sexual conduct between detainees, staff, volunteers, or contract personnel, regardless of consensual status, is prohibited and subject to administrative, disciplinary, and criminal sanctions.
9. 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 and/or counseling will be retained in accordance with an established schedule.
10. For monitoring, evaluating, and assessing the effectiveness of the sexual abuse and assault prevention and intervention program, incidents of sexual abuse and assault will be specifically documented and tracked as specified in this Detention Standard

(in addition to standard facility operational and disciplinary documentation of any assault).

11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

15 Special Management Units

1. Each facility will have access to Special Management Units with an Administrative Segregation section for detainees segregated from the general population for administrative reasons and a Disciplinary Segregation section for detainees segregated from the general population for disciplinary reasons.
2. Detainees housed in the general population, staff, contractors, volunteers, and the local community will be protected from harm by the segregation of certain detainees in SMUs.
3. Any detainee who represents an immediate, significant threat to safety, security or good order will be immediately controlled by staff and, for cause and with supervisory approval, placed in Administrative Segregation.
4. Health care personnel will be immediately informed when a detainee is admitted to an SMU to provide assessment and review as indicated by health care authority protocols.
5. A detainee will be placed in "protective custody" status in Administrative Segregation only when there is documentation that it is warranted and that no reasonable alternatives are available.
6. A detainee will be placed in Disciplinary Segregation only after a finding by a Disciplinary Hearing Panel that the detainee is guilty of a prohibited act or rule violation classified at a "Greatest", "High", or "High-Moderate" level, as defined in the Detention Standard on Disciplinary System, Attachment A: Prohibited Acts and Sanctions.
7. The status of detainees in Special Management Units will be reviewed in accordance with required time schedules by supervisory staff and the results of those reviews will be documented.
8. A detainee will remain in Disciplinary Segregation for no more than 60 days for violations associated with a single incident, and his or her status will be reviewed after the first 30 days, and each 30 days thereafter by the facility administrator and the Field Office Director notified to determine if continued detention in Disciplinary Segregation is still warranted.
9. Detainees in SMUs will be afforded basic living conditions that approximate those provided to the general population, consistent with the safety and security considerations that are inherent in more controlled housing, and in consideration of the purpose for which each detainee is segregated.
10. In general, when a detainee in an SMU is deprived of any usually authorized items or activity, a report of the action is forwarded to the facility administrator for notice and review.
11. Detainees in SMUs will have regular access to supervisory, management, program, and health care staff.

12. Each detainee in an SMU will be offered a minimum of one hour of recreation per day, five days a week, unless documented security or safety considerations dictate otherwise.
13. Detainees in SMUs will be able to write and receive mail and correspondence as they would otherwise be able to do while detained within the general population.
14. Detainees in SMUs will be provided opportunities for general visitation, including legal visitation, unless there are substantial, documented reasons for withholding those privileges.
15. Detainees in SMUs will have access to personal legal materials, law library materials, and legal visits, in accordance with provisions in this Detention Standard.
16. Detainees in SMUs will have access to telephones, in accordance with provisions in this Detention Standard.
17. Detainees in SMUs will have access to programs and services such as commissary, library, religious guidance, and recreation, in accordance with provisions in this Detention Standard.
18. Detailed records will be maintained on the circumstances related to a detainee's confinement to the SMU, through required permanent SMU logs and individual detainee records.
19. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

16 Staff-Detainee Communication

1. Detainees will have frequent opportunities for informal contact with facility managerial and supervisory staff and with ICE/ERO Field Office staff.
2. Facility managerial and supervisory staff and ICE/ERO Field Office staff will frequently and directly observe facility operations and conditions of confinement.
3. Detainees will be able to submit written questions, requests, and concerns to ICE/ERO staff and receive timely responses.
4. Detainees will be informed about how to directly contact the Department of Homeland Security Office of the Inspector General.
5. Detainee telephone serviceability will be monitored and documented by ICE staff and any problems immediately reported.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

17 Tool Control

Tools, maintenance implements, culinary utensils, medical and dental instruments, equipment, and supplies (particularly syringes, needles, and other sharps) will be maintained on an inventory, continually controlled and accounted for to insure the safe and orderly operation of the facility.

18 Use of Force and Restraints

1. Physical force will be used only as a last resort and is restricted to instances of justifiable self-defense, protection of others, protection of property, and prevention of escapes.

2. Facilities will endorse the concept that confrontation avoidance is the recommended method for resolving situations and should always be attempted prior to any calculated use of force.
3. Physical force or restraint devices will not be used as punishment.
4. In circumstances when prior supervisory approval is required, restraints will not be applied without that approval.
5. Four/five-point restraints will be applied only in extreme circumstances and only where other types of restraints have proven ineffective. Advance approval is required, as is prompt notification of and examination by the medical staff. These restraints will be continued only in accordance with required procedures and documentation.
6. Intermediate force devices will be used only in circumstances prescribed herein, with required prior approvals.
NOTE: "Herein" refers to PBNDS
7. In each facility, all weapons and related equipment will be stored securely in designated areas to which only authorized persons have access.
8. In each facility, chemical agents and related security equipment will be inventoried at least monthly to determine their condition and expiration dates.
9. In each facility, a written record of routine and emergency distribution of security equipment will be maintained.
10. An employee will submit a written report no later than the end of his or her shift when force was used on any detainee for any reason, or if any detainee remains in any type of restraints at the end of that shift. This includes discharge of a firearm and use of less lethal devices to control detainees.
11. Telephonic notification to the FOD shall occur as soon as practicable. The Field Office Director will be notified of any use-of-force incident involving an ICE detainee within two business days via an ICE-approved form or IGSA equivalent.
12. Canines will not be used for force, control or intimidation of detainees.
13. Facilities will adhere to DHS' Use of Deadly Force Policy.
14. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

PART 3 ORDER

19 Disciplinary System

1. Detainees will be informed of facility rules and regulations, prohibited acts, disciplinary sanctions that may be imposed, their rights in the disciplinary system and the procedure for appealing disciplinary findings.
2. Each facility will have graduated severity scales of prohibited acts and disciplinary consequences.
3. Where permitted by facility policy, staff will informally settle minor transgressions by mutual consent, whenever possible.
4. Staff who witness a prohibited act that cannot or should not be resolved informally, or have reason to suspect that a detainee has engaged in a prohibited act, will prepare a clear, concise, and complete Incident Report.
5. Each Incident Report will be objectively and impartially investigated and reported, ordinarily by a person of supervisory rank.

6. When appropriate, a serious incident that may constitute a criminal act will be referred to the proper investigative agency, and the administrative investigation will be suspended, pending the outcome of that referral.
7. At each step of the disciplinary and appeal process, the detainee will be advised of his or her rights in a language he or she understands, and translation or interpretation services will be provided as needed.
8. A Unit Disciplinary Committee (UDC) will further investigate and adjudicate the incident and may impose minor sanctions or refer the matter to a higher level disciplinary panel.
9. An Institution Disciplinary Panel (IDP) will conduct formal hearings on Incident Reports referred from UDCs and may impose higher level sanctions for "Greatest" and "High" level prohibited acts.
10. Detainees before the IDP will be afforded a staff representative, upon request, or automatically if the detainee is illiterate, has limited English language skills or otherwise needs special assistance.
11. Actions of the IDP will be reviewed by the facility administrator, who may concur with the findings and sanctions or modify them.
12. At all steps in the disciplinary process, any sanctions imposed will 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.
13. All steps of the disciplinary process will be done within the required time limits.
14. At all steps of the disciplinary process, accurate and complete records will be maintained. The detainee will receive copies of all reports, exhibits, and other documents considered or generated in the hearing process, except insofar as the disclosure of such documents may pose an imminent threat to the safety and security of the facility staff or other detainees, or if the document or other evidence is otherwise protected from disclosure.
15. If a detainee is found not guilty at any stage of the disciplinary process, the incident records will not be placed or retained in the detainee's file, even if they are retained elsewhere for statistical or historical purposes.
16. Detainees will be able to appeal disciplinary decisions through a formal grievance system. No detainee will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.
17. Detainees shall be afforded the following rights: the right to protection from abuse, the right to freedom from discrimination, the right to pursue a grievance, the right to correspond with persons or organizations and the right to due process.
18. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner which the detainee can understand.

PART 4 CARE

20 Food Service

1. All detainees will be provided nutritionally balanced diets that are reviewed at least quarterly by food service personnel and at least annually by a qualified nutritionist or dietician.
2. Detainees, staff and others will be protected from harm and facility order will be maintained by the application of sound security practices in all aspects of food service and dining room operations.

3. Detainees, staff, and others will be protected from injury and illness by adequate food service training and the application of sound safety and sanitation practices in all aspects of food service and dining room operations.
4. Dining room facilities and operating procedures will provide sufficient space and time for detainees to eat meals in a relatively relaxed, unregimented atmosphere.
5. Food service facilities and equipment will meet established governmental health and safety codes, as documented by an independent, outside source.
6. Detainees, staff, and others will be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.
7. Food service areas will be continuously inspected by food service staff and other assigned personnel on schedules determined by the food service administrator and by applicable policy requirements.
8. Stored food goods will be maintained in accordance with required conditions and temperatures.
9. Therapeutic medical diets and supplemental food will be provided as prescribed by appropriate clinicians.
10. Special diets and special ceremonial meals will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
11. Detainees will receive a religious or special diet free of any personal cost.
12. Food will never be used for reward or punishment.

21 Hunger Strikes

1. Any detainee who does not eat for 72 hours will be referred to the medical department for evaluation and possible treatment.
2. When medically advisable, a detainee on a hunger strike will be isolated for close supervision, observation, and monitoring.
3. The ICE/ERO Field Office Director (FOD) will be notified when a detainee is on a hunger strike.
4. The detainee's health will be carefully monitored and documented, as will the detainee's intake of foods and liquids.
5. A detainee on a hunger strike will be counseled and advised of the medical risks and will be encouraged to end the hunger strike or accept medical treatment.
6. Involuntary medical treatment will be administered only with the medical, psychiatric, and legal safeguards specified herein.
7. A record of interactions with the striking detainee, provision of food, attempted and successful medical treatment, and communications between the Clinical Medical Authority, Facility Administrator, and ICE/ERO will be established.
8. The information in this detention standard will be communicated in a language or other manner which the detainee can understand.

22 Medical Care

1. Detainees will have access to a continuum of health care services, including prevention, health education, diagnosis, and treatment.
2. Health care needs will be met in a timely and efficient manner.

3. Newly admitted detainees will be informed, orally and in writing, about how to access health services.
4. Detainees will be able to initiate requests for health services on a daily basis.
5. Detainees will receive timely follow-up to their health care requests.
6. Detainees will have continuity of care from admission to transfer, discharge, or removal, including referral to community-based providers when indicated.
7. A detainee who needs health care beyond facility resources will be transferred in a timely manner to an appropriate facility where care is available. A written list of referral sources, including emergency and routine care, will be maintained as necessary and updated at minimum annually.
8. A transportation system will be available that ensures timely access to health care services that are only available outside the facility, including: prioritization of medical need, urgency (such as the use of ambulance instead of standard transportation) and transfer of medical information.
9. A detainee who requires close, chronic or convalescent medical supervision will be treated in accordance with a written plan approved by licensed physician, dentist, or mental health practitioner that includes directions to health care providers and other involved medical personnel.
10. Detainees will have access to specified 24-hour emergency medical, dental, and mental health services.
11. Minimum requirements for medical housing units will be met.
12. Female detainees will undergo pregnancy testing and pregnancy management services.
13. Screening, prevention and control measures will be utilized to assist in prevention and management of infectious and communicable diseases.
14. Biohazardous waste will be managed and medical and dental equipment decontaminated in accordance with standard medical practices and in compliance with applicable laws.
15. Detainees with chronic conditions will receive care and treatment for conditions where non-treatment would result in negative outcomes or permanent disability as determined by the clinical medical authority.
16. The facility administrator will develop a plan to ensure that ICE is notified in writing of any detainee whose special medical or mental health needs require special consideration in such matters as housing, transfer, or transportation.
17. Detainees will have access to emergency and specified routine dental care provided under direction and supervision of a licensed dentist.
18. Detainees will be provided health education and wellness information.
19. Each newly admitted detainee, including transfers, will receive a documented medical, dental, and mental health screening upon intake and, within 14 days of arrival, a comprehensive health appraisal by qualified personnel in a private setting as practicable to ensure safety.
20. Detainees with suspected or known mental health concerns will be referred as needed for evaluation, diagnosis, treatment, and stabilization.

21. Mental health crisis intervention services will be identified and available for detainees who experience acute mental health episodes.
22. Restraints for medical or mental health purposes will be authorized only by the facility's clinical medical authority, in accordance with the requirements specified in this Detention Standard.
23. Prior to placement in a non-detention facility or special unit within the facility specifically designated for the care of the severely mentally ill or developmentally disabled, a detainee shall be afforded due process in compliance with applicable laws.
24. Medical and dental orthoses or prostheses and other aids to impairment are supplied in a timely manner when the health of the detainee would otherwise be adversely affected, as determined by the responsible physician or dentist.
25. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedatives is done only under medical supervision in accordance with applicable laws.
26. Pharmaceuticals and non-prescription medicines will be secured, stored and inventoried.
27. Prescriptions and medications will be ordered, dispensed, and administered in a timely and sufficient manner as prescribed by a health care professional.
28. Health care services will be administered by the health administrative authority, and clinical decisions will be the sole province of the clinical medical authority.
29. Health care services will be provided by a sufficient number of appropriately trained and qualified personnel, whose duties are governed by thorough and detailed job descriptions and who are verifiable licensed, certified, credentialed, and/or registered in compliance with applicable state and federal requirements.
30. Detention and health care personnel will be trained, initially and annually, to respond to health-related emergency situations within four minutes and in the proper use of emergency medical equipment.
31. Information about each detainee's health status will be treated as confidential, and health records will be maintained in accordance with accepted standards separately from other detainee detention files and be accessible only in accordance with written procedures and applicable laws. Health record files on each detainee will be well organized, available to all practitioners, and properly maintained and safeguarded.
32. Informed consent standards will be observed and adequately documented. Staff will make reasonable efforts to ensure that detainees understand their medical condition and care.
33. Medical and mental health interviews, screenings, appraisals, examinations, and procedures will be conducted in settings that respect detainees' privacy in accordance with safe and orderly operations of the facility.
34. Detainees will be provided same sex chaperones as appropriate or as requested.
35. When a detainee is transferred to another facility, the transferring facility will send a completed medical transfer summary and other medical documentation as appropriate to the receiving facility.
36. Detainees in Special Management Units will have access to the same health care services as detainees in the general population.

37. Non-English speaking detainees and/or detainees who are deaf and/or hard at hearing will be provided interpretation/translation services or other assistance as needed for medical care activities.
38. Detainees with special needs, including physical or developmental disabilities, will be evaluated and given the appropriate care and communication their situation requires.

23 Personal Hygiene

1. Each facility will maintain an inventory of clothing, bedding, linens, towels and personal hygiene items that is sufficient to meet the needs of detainees.
2. Each detainee will have suitable, clean bedding, linens, blankets, and towels.
3. Each detainee will have sufficient clean clothing that is properly fitted, climatically suitable, durable, and presentable.
4. Detainees will be held accountable for clothing, bedding, linens, and towels assigned to them.
5. Detainees, including those with disabilities, will be able to maintain acceptable personal hygiene practices.

24 Suicide Prevention and Intervention

1. All staff responsible for supervising detainees will be trained, initially during orientation and at least annually, on effective methods of suicide prevention and intervention with detainees.
2. Staff will act to prevent suicides with appropriate sensitivity, supervision, and medical referrals.
3. Any clinically suicidal detainee will receive preventive supervision, treatment, and therapeutic follow-up, in accordance with ICE policy.
4. The information in this standard will be communicated in a language or manner which the detainee can understand.

25 Terminal Illness, Advance Directives, and Death

1. The continuum of health care services provided detainees will address terminal illness, fatal injury, and advance directives.
2. Each detainee who has a terminal illness or potentially fatal injury will receive medical care consistent with standard medical practices.
3. In the event of a detainee's death, specified officials and the detainee's designated next of kin will be immediately notified.
4. In the event of a detainee's death, required notifications will be made to authorities outside of ICE/ERO (such as the local coroner or medical examiner), and required procedures will be followed regarding such matters as autopsies, death certificates, burials, and the disposition of decedent's property. Established guidelines and applicable laws will be observed in regard to notification of a detainee death while in custody.
5. The medical records of detainees addressed herein will be complete.
6. The information in this standard will be communicated in a language or manner which the detainee can understand.

PART 5 ACTIVITIES**26 Correspondence and Other Mail**

1. Detainees will be able to correspond with their families, the community, legal representatives, government offices, and consular officials.
2. Detainees will be notified of the facility's rules on correspondence and other mail through the Detainee Handbook, or supplement, which is provided to each detainee upon admittance.
3. The amount and content of correspondence detainees send at their own expense will not be limited except to protect public safety or facility security and order.
4. Indigent detainees will receive a specified postage allowance to maintain community ties and necessary postage for privileged correspondence.
5. Detainees will have access to general interest publications.
6. Incoming and outgoing mail, with the exception of Special Correspondence and Legal Mail, will be opened to inspect for contraband and to intercept cash, checks, and money orders.
7. General correspondence will be read or rejected only to protect the safe, secure and orderly operation of the facility, and detainees will be notified in writing when correspondence is withheld in part or in full.
8. Detainees will be permitted to send Special Correspondence and Legal Mail to a specified class of persons and organizations, and incoming mail from these persons will be opened only in the presence of the detainees (unless waived) to check for contraband (except when contamination is suspected).
9. Incoming and outgoing letters will be held for no more than 24 hours and packages no more than 48 hours before distribution, excluding weekends, holidays, or exceptional circumstances.
10. Detainees in SMUs will have the same correspondence privileges as detainees in the general population.
11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

27 Escorted Trips for Non-Medical Emergencies

1. Within the constraints of safety and security, selected detainees will be able to visit critically ill members of the immediate family or to attend their funerals, while under constant staff supervision.
2. Safety and security will be primary considerations in planning, approving, and escorting a detainee out of a facility for a non-medical emergency.

28 Marriage Requests

1. Each marriage request from an ICE/ERO detainee will receive a case-by-case review.
2. Consistency in decisions to approve or deny a marriage request will be achieved by the application of guidelines.
3. Ordinarily, a detainee's request for permission to marry will be granted.

29 Recreation

1. Detainees will have daily opportunities to participate in leisure-time activities outside their respective cells or rooms.

2. Detainees will have access to exercise opportunities and equipment, including at least one hour daily of physical exercise outside the cell, and outdoors, when practicable.
3. Any detainee housed in a facility that cannot meet minimum standards for indoor and outdoor recreation will be considered for voluntary transfer to a facility that does.
4. Each detainee in an SMU will receive (or be offered) a minimum of one hour of exercise per day, five days a week, unless documented security or safety considerations dictate otherwise.
5. Each citizen volunteer who provides or participates in facility recreational programs will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.

30 Religious Practices

1. Detainees will have opportunities to participate in practices of their religious faith that are deemed essential by that faith, limited only by a documented showing of threat to the safety of persons involved in such activity itself, or disruption of order in the facility.
2. All religions represented in a detainee population will have equal status without discrimination based on any detainee's race, ethnicity, religion, national origin, gender, sexual orientation, or disability.
3. Each facility's religious program will be planned, administered, and coordinated in an organized and orderly manner.
4. Adequate space, equipment and staff (including security and clerical) will be provided for conducting and administering religious programs.
5. Detainees of faiths not directly represented by chaplaincy staff will be assisted in contacting external clergy or religious service providers.
6. Each facility's religious program will be augmented and enhanced by community clergy, contractors, volunteers and groups that provide individual and group assembly religious services and counseling.
7. Detainees in Special Management Units and hospital units will have access to religious programs and services.
8. Special diets will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
9. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

31 Telephone Access

1. Detainees will have reasonable and equitable access to reasonably priced telephone services.
2. Detainees with hearing or speech disabilities will have reasonable accommodations to allow for appropriate telephone services.
3. Detainees in Special Management Units will have access to telephones, commensurate with facility security and good order.
4. Detainees will be able to make free calls to the ICE/ERO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consular officials and to the DHS Office of Inspector General.

5. Telephone access procedures will foster legal access.
6. Telephones will be maintained in proper working order.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

32 Visitation

1. Detainees will be able to receive visits from their families, associates, legal representatives, consular officials, and others in the community.
2. Visits between legal representatives and assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.
3. Detainees will be advised of their right to contact their consular representatives and receive visits from their consulate officers.
4. Detainees will be advised of visiting privileges and procedures as part of the facility's admission and orientation program in a language they can understand.
5. Information about visiting policies and procedures will be readily available to the public.
6. The number of visitors a detainee may receive and the length of visits will be limited only by reasonable constraints of space, scheduling, staff availability, safety, security, and good order. The minimum duration for a visit shall be 30 minutes.
7. Visitors will be required to adequately identify themselves and register to be admitted into a facility, and safety, security and good order will be maintained.
8. A background check will be conducted on all new volunteers prior to their being approved to provide services to detainees.
9. Each new volunteer will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.
10. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

33 Voluntary Work Program

1. Detainees may have opportunities to work and earn money while confined, subject to the number of work opportunities available and within the constraints of safety, security, and good order.
2. Detainees will be able to volunteer for work assignments but otherwise not be required to work, except to do personal housekeeping.
3. Essential operations and services will be enhanced through productivity from detainees.
4. The negative impact of confinement will be reduced through less idleness, improved morale and fewer disciplinary incidents.
5. Detainee working conditions will comply with all applicable federal, state, and local work safety laws and regulations.
6. There will be no discrimination regarding voluntary work program access based on any detainee's race, religion, national origin, gender, sexual orientation, or disability.

7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

PART 6 JUSTICE

34 Detainee Handbook

1. Upon admission to a facility, each detainee will be provided the comprehensive written orientation materials in the form of a detainee handbook. The local facility shall provide a detainee handbook supplement, which describes such matters as:
 - grievance system,
 - services and programs,
 - medical care,
 - law libraries and legal material,
 - correspondence and other material,
 - staff-detainee communication,
 - classification system, and
 - disciplinary system,
2. Each detainee will verify, by signature and date, receipt of those orientation materials, and that acknowledgement will be maintained in the detainee's detention file.
3. The ICE National Detainee Handbook will be provided in English, Spanish, and other languages as determined necessary by the Field Office Director (FOD). Orientation materials will be read to detainees who cannot read, or they will be provided the material via audio or video recordings.
4. Interpretative services will be provided to detainees who do not speak the languages in which the orientation materials are written.
5. The information in this standard will be communicated in a language or manner which the detainee can understand.

35 Grievance System

1. Detainees will be informed about the facility's informal and formal grievance system in a language or manner he or she understands.
2. Staff and detainees will mutually resolve most complaints and grievances orally and informally in their daily interaction.
3. Detainees will be able to file formal grievances, including medical grievances, and receive written responses, including the basis for the decision, in a timely manner.
4. Detainees will be able to file emergency grievances that involve an immediate threat to their safety or welfare and receive written responses, including the basis for the decision, in a timely manner.
5. Detainees will be able to appeal initial decisions on grievances to at least one higher level of review.
6. Accurate records will be maintained on grievances filed and their resolution.
7. No detainee will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.
8. The applicable contents and procedures in this standard will be communicated in a language or manner which the detainee can understand.

36 Law Libraries and Legal Material

1. Detainees will have regular access (no less than five hours per week) to law libraries, legal materials and related materials.
2. Detainees will not be forced to forgo recreation time to use the law library and requests for additional time to use the law library shall be accommodated to the extent possible, including accommodations of work schedules when practicable, consistent with the orderly and secure operation of the facility.
3. Detainees will have access to courts and counsel.
4. Detainees will be able to have confidential contact with attorneys and their authorized representatives in person, on the telephone and through correspondence.
5. Detainees will have access to a properly equipped law library, legal materials and equipment to facilitate the preparation of documents as well as photocopying resources.
6. Detainees who are illiterate, non-English-speaking or indigent will receive appropriate special assistance.
7. Detainees in special management units will have access to legal materials on the same basis as the general population.
8. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

37 Legal Rights Group Presentations

1. Detainees will have access to available group presentations on United States immigration law and procedures.
2. Persons and organizations requesting to make such group presentations will be able to obtain clear information about how to request such visits and how to conduct them.
3. Facility security and good order will be maintained.
4. Detainees shall not be subject to reprisals, retaliation, or penalties for attending legal rights group presentations.
5. Detainees will be able to communicate and correspond with representatives from the legal groups who make presentations at the facilities.
6. Detainees will have access to information and materials provided by legal groups. Organizations will be permitted to distribute information in response to specific legal inquiries.
7. Foreign nationals will have access to the diplomatic representative of their country of origin.

PART 7 ADMINISTRATION & MANAGEMENT**38 Detention Files**

1. A Detention File will be maintained on each detainee admitted to a detention facility for more than 24 hours.
2. Each Detention File will include all documents, forms, and other information specified herein.
3. The security of each Detention File and its contents will be maintained.

4. Staff will have access to Detention Files, as needed, for official purposes.
5. Information from a Detention File will be released to an outside third party only with the detainee's signed consent.
6. Release of information on detainees will be in accordance with applicable federal and state regulations.
7. Electronic record-keeping systems and data will be protected from unauthorized access.
8. Field Offices will maintain files necessary to carry out their responsibilities and will maintain them for a minimum of 18 months for auditing purposes.
9. Inactive, closed Detention Files will be properly archived.

39 News Media Interviews and Tours

1. The public and the media will be informed of operations and events within the facility's areas of responsibility.
2. The privacy of detainees and staff will be protected, including the right of a detainee to not be photographed or recorded.

40 Staff Training

1. Before assuming duties, each new employee, contractor, or volunteer will be provided an appropriate orientation to the facility and the ICE/ERO National Detention Standards.
2. All part-time staff and contract personnel shall receive formal orientation training appropriate to their assignments. Any part-time, volunteer, or contract personnel working more than twenty hours per week shall receive training appropriate to their position and commensurate with their full-time colleagues.
3. Training for staff, contractors, and volunteers will be provided by instructors who are qualified to conduct such training.
4. Staff and contractors who have minimal detainee contact (such as clerical and other support staff) will receive initial and annual training commensurate with their responsibilities.
5. Professional, support, and health care staff and contractors who have regular or daily contact with detainees, or who have significant responsibility involving detainees, will receive initial and annual training commensurate with their position.
6. Security staff and contractors will receive initial and annual training commensurate with their position.
7. Facility management and supervisory staff and contractors will receive initial and annual training commensurate with their position.
8. Personnel and contractors assigned to any type of emergency response unit or team will receive initial and annual training commensurate with these responsibilities including annual refresher courses or emergency procedures and protocols.
9. Personnel and contractors authorized to use firearms will receive appropriate training before being assigned to a post involving their use and will demonstrate competency in firearms use at least annually.
10. Personnel and contractors authorized to use chemical agents will receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.
11. Security staff and contractors will be trained in self-defense and use-of-force procedures to include confrontation avoidance and emergency protocols.

12. In addition to employment training requirements, employees and contractors will be encouraged to continue their education and professional development through such incentives as salary enhancement, reimbursement of costs, and administrative leave.
13. Initial orientation, initial training, and annual training programs will include information on drug-free workplace requirements and procedures.
14. Initial orientation, initial training, and annual training programs will include information on the facility's written code of ethics.
15. Initial orientation, initial training, and annual training programs will include updates on new issues and procedures and include reviews of the Detainee Handbook and detainee rights.
16. New staff, contractors, and volunteers will acknowledge in writing that they have reviewed facility work rules, ethics, regulations, conditions of employment, and related documents, and a copy of the signed acknowledgement will be maintained in each person's personnel file.
17. Training shall be conducted on the requirements of special-needs detainees.

41 Transfer of Detainees

1. Decisions to transfer detainees will be made by authorized officials on the basis of complete and accurate case information.
2. The legal representative-of-record will be properly notified when a detainee is transferred, in accordance with sound security practices.
3. The detainee will be properly notified, orally and in writing when he or she is being transferred to another facility in accordance with sound security practices.
4. Transportation and receiving facility staff will have accurate and complete records on each transferred detainee.
5. Transfer of detainees will be accomplished safely and securely, particularly those with special health care concerns including appropriate medical information.
6. Transferred detainees funds, valuables and other personal property will be safeguarded.
7. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

42 Definitions

A-FILE, ALIEN FILE - The legal file maintained by DHS for each detainee. Contents include but are not limited to the detainee's identification documents (passport, driver's license, other identification cards, etc.), photographs, immigration history, prior criminal record if any, and all documents and transactions relating to the detainee's immigration case.

ACA – American Correctional Association.

ADMINISTRATIVE HEALTH AUTHORITY - The administrative authority is responsible for all access to care, personnel, equipment, and fiscal resources to support the delivery of health care services.

ADMINISTRATIVE SEGREGATION - A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, other detainees or staff, or to the security or orderly running of the facility. This housing status also includes detainees who require

protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel and those requiring separation for medical reasons.

ADMISSION/ADMISSIONS PROCESS - In-processing of newly arrived detainees, which includes an orientation to the policies, programs, rules, and procedures of the facility. Classification, assignment of living quarters, various inspections, medical screening and safeguarding of funds, valuables and other personal property is completed during this process.

AMBULATORY RESTRAINTS - "Soft" or "hard" equipment used to restrict a detainee's movement but leaving him or her able to eat, drink or attend to basic bodily functions without staff intervention.

AMMUNITION CONTROL OFFICER (ACO) - An individual who has been designated in writing as the officer responsible for the physical and administrative control of ammunition in the authorizing official's area of accountability.

ATTORNEY - Any person who is a member in good standing of the bar of the highest court of any state, possession, territory, commonwealth or the District of Columbia, and is not under an order of any court suspending, enjoining, restraining, disbaring or otherwise restricting him or her in the practice of law. (See 8 CFR § 1.1(f)).

BODY-CAVITY SEARCH - The visual inspection or physical probing of body openings (anus, vagina, ears, nose, mouth, etc) where weapons, drugs, or other contraband could be secreted. This is the most intrusive means of searching an individual, reserved for instances where other search techniques have been considered but rejected as ineffective under the particular circumstances of the case. Body-cavity search procedures govern physical probes, but not visual inspections.

For example, the procedures would not be appropriate for a *visual* inspection of the inside of the mouth, nose, or ears, unless contraband is found during the course of that inspection. Body-search procedures apply whenever contraband is found, because retrieving/seizing the item will involve physical entry into or probing within the cavity (in this example, the mouth, nose, or ear).

CAUSTIC - Capable of burning, corroding, eroding or destroying by chemical action.

CENSUS CHECK- See **INFORMAL COUNT**.

CHAIN OF COMMAND - Order of authority (rank): executive, senior management, senior staff, etc. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. The on-site order of authority at a detention facility descends from the facility administrator to assistant or associate facility administrators to department heads to shift supervisors and other supervisors. Similarly, the ICE/ERO chain-of-command at a detention facility descends from the Officer-In-Charge (OIC) to the Associate OIC to the Chief Detention Enforcement Officer/Chief of Security, Detention Operations Supervisor, etc.

CHEMICAL - A substance with a distinct molecular composition produced by or used in a chemical process.

CHIEF OF SECURITY - A generic term for the department head in charge of a detention facility's security employees and operations. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. Ordinarily, a chief of security (Chief Detention Enforcement Agent, captain, etc.) is organizationally directly under an assistant or associate facility administrator.

CLASS R (RESTRICTED) TOOLS - Devices to which detainees are forbidden access except in the presence and constant supervision of staff for reasons of safety or security.

Class R includes devices that can be used to manufacture or serve as weapons capable of doing serious bodily harm or structural damage to the facility. All portable power tools and accessories are in this category. Class R also includes ladders and other such items that are not inherently dangerous but could prove useful in unauthorized activities, such as escape attempts.

CLASSIFICATION - A process used to make housing and program assignments by assessing detainees on the basis of objective information about past behavior, criminal records, special needs, etc.

CLINICAL DIRECTOR (CD) - An official with overall responsibility for the delivery of health care services to ICE detainees.

CLINICAL MEDICAL AUTHORITY - The medical authority is responsible for the delivery of all health care services to the detainee population. These services include, but are not limited to, medical, nursing, dental, mental health and nutritional services.

COMBUSTIBLE LIQUID - A substance with a flash point at or above 100° Fahrenheit.

COMMISSARY - An area or system where detainees may purchase approved items.

CONSULTATION VISITATION - A discussion, either in person or by telephone, between a detainee subject to Expedited Removal and a person of the detainee's choosing.

CONTACT VISIT - A meeting between detainee and another person authorized to take place in an area free of obstacles or barriers that prevent physical contact.

CONTAINER - Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or other vessel holding a hazardous chemical; does not include pipes or piping systems.

CONTRABAND - Any unauthorized item in the facility: illegal, prohibited by facility rules, or otherwise posing a threat to the security or orderly operation of the facility. This includes unauthorized funds.

CONTRACT DETENTION FACILITY (CDF) - A facility that provides detention services under a competitively bid contract awarded by the ICE.

CONTROL OFFICER - An officer who directs security activities from the Control Center.

COUNT SLIP - Documentation of the number of detainees confirmed present during a population count in a specific area, signed by the officers involved in the count.

CORRESPONDENCE - Letters, postcards and other forms of written material not classified as packages or publications. Large envelopes containing papers qualify as correspondence, but boxes, sacks, and other shipping cartons do not. Books, magazines, newspapers and other incoming printed matter are not "correspondence."

CRIMINAL ALIEN - A foreign national convicted of one or more crimes.

DETAINEE HANDBOOK - The policies and procedures governing detainee life in the facility: daily operations, rules of conduct, sanctions for rule violations, recreation and other programs, services, etc.; defined in writing and provided to each detainee upon admission to the facility.

DETENTION FILE - Contents include receipts for funds, valuables, and other personal property; documentation of disciplinary action; reports on detainee behavior; detainee's written requests, complaints, and other communications; official responses to detainee communications; records from Special Management Unit, etc.

DIETICIAN - Individual registered or eligible for registration with the American Dietetic Association or who has the documented equivalent in education, training, or experience, with evidence of relevant continuing education.

DISCIPLINARY HEARING—Non-judicial administrative procedure to determine whether substantial evidence supports finding a detainee guilty of a rule violation.

DISCIPLINARY COMMITTEE - One or more impartial staff members who conduct and/or oversee a disciplinary hearing. A lower-level committee (Unit Disciplinary Committee) investigates a formal Incident Report and may impose minor sanctions or refer the matter to a higher-level disciplinary committee. A higher-level committee (Institution Disciplinary Panel) conducts formal hearings on Incident Reports referred from the lower level committee and may impose higher level sanctions for higher level prohibited acts. Also see "INSTITUTION DISCIPLINARY PANEL."

DISCIPLINARY SEGREGATION—Confinement in a cell removed from the general population after a serious violation of facility rules in accordance with written procedures.

DIHS – Division of Immigration Health Services.

DRY CELL – A cell or room without running water where a detainee can be closely observed by staff until the detainee has voided or passed contraband or until sufficient time has elapsed to preclude the possibility that the detainee is concealing contraband. Dry cells may be used when there is reasonable suspicion that a detainee has ingested contraband or concealed contraband in a body cavity.

EMERGENCY CHANGES - Measures immediately necessary to maintain security or to protect the health and safety of staff and detainees.

EXPOSURE/EXPOSED—Subjected or potentially subjected to a hazardous substance by any means (inhalation, ingestion, skin contact, absorption, etc.).

FACE-TO-PHOTO COUNT—A process that verifies identity of each detainee by comparing every person present with the photographic likeness on his/her housing card.

FACILITY ADMINISTRATOR – A generic term for the chief executive officer of a detention facility. The formal title may vary (warden, officer in charge, sheriff, jail administrator, etc.).

FIELD OFFICE DIRECTOR (FOD) - Individual with chief responsibility for facilities in his assigned geographic area.

FIREARMS CONTROL OFFICER (FCO) - Individual designated responsible for the physical and administrative control of all firearms under the jurisdiction of the authorizing official.

FLAMMABILITY HAZARD—Has a flash point below 200 degrees Fahrenheit, closed cup, or is subject to spontaneous heating.

FLAMMABLE LIQUID—A substance with a flash point below 100 degrees Fahrenheit (37.8 Centigrade).

FLASH POINT—The minimum temperature at which the vapor of a combustible liquid can form an ignitable mixture with air.

FOOD SERVICE ADMINISTRATOR (FSA)—The official responsible for planning, controlling, directing, and evaluating Food Service Department operations.

FORMAL COUNT—Detainee population assembled at specific times for attendance check, conducted in accordance with written procedures.

FOUR/FIVE-POINT RESTRAINT—A restraint system that confines an individual to a bed or bunk in either a supine or prone position. Ordered by the facility administrator

when a detainee's unacceptable behavior appears likely to continue risking injury to self or others.

FULL-TIME WORK ASSIGNMENT—Employed from beginning to end of a shift.

FUNDS—Cash, checks, money orders, and other negotiable instruments.

GENERAL CORRESPONDENCE—All correspondence other than "Special Correspondence."

GENERAL POPULATION – Detainees whose housing and activities are not specially restricted. The term is ordinarily used to differentiate detainees in the "general population" from those in Special Housing Units.

GRIEVANCE—A complaint based on a circumstance or incident perceived as unjust.

HARD CONTRABAND—Any item that poses a serious threat to the life, safety or security of the facility detainees or staff.

HEALTH AUTHORITY—The Health Administrator or Agency responsible for the provision of health care services at a facility or system of facilities. The responsible physician may be the Health Authority. Health Authority may also be referred to as the Medical Department.

HEALTH CARE PRACTITIONER - Defined as an individual who is licensed, certified, or credentialed by a state, territory, or other appropriate body to provide health care services within the scope and skills of the respective health care profession.

HEALTH HAZARD—Includes carcinogens, toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, and other agents that act on the hemopoietic system or damage the lungs, skin, eyes, or mucous membranes.

HEALTH SCREENING-A system for preliminary assessment of the physical and mental condition of individual detainees upon arrival at the facility; conducted by health care personnel or by a health trained officer. The combination of structured inquiry and observation is designed to prevent new arrivals, who appear to pose a health or safety threat to themselves or others, from moving into the general population.

HEALTH SERVICES ADMINISTRATOR (HSA)-Executive responsible for the facility's health care program; may also serve as Clinical Director.

HOLD ROOM-A secure area used for temporary confinement of detainees before in-processing, institutional appointments (court, medical), release, transfer to another facility, or deportation-related transportation.

HOLY DAY-A day specified for religious observance.

HUNGER STRIKE - A voluntary fast undertaken as a means of protest or manipulation. Whether or not a detainee actually declares that he or she is on a hunger strike, staff are required to refer any detainee who is observed to not have eaten for 72 hours for medical evaluation and monitoring.

ILLEGAL CONTRABAND—Any item prohibited by law, the possession of which constitutes grounds for felony or misdemeanor charges.

INDIGENT - Without funds, or with only nominal funds. Ordinarily, a detainee is considered "indigent" if he or she has less than \$15.00 in his or her account.

INDOOR RECREATION AREA-A covered and enclosed exercise space 1,000 square feet or larger, encompassing 15 square feet per detainee for the planned capacity (number using the space at one time).

INFORMAL COUNT-Population count conducted according to no fixed schedule, when detainees are working, engaged in other programs, or involved in recreational activities. Unless a detainee is missing, these counts are not reported; also called "census check" or "irregular count."

INFORMAL RESOLUTION - Brings closure to a complaint or issue of concern to a detainee, satisfactory to the detainee and staff member involved; does not require filing of a written grievance.

INFORMED CONSENT - A patient's knowing choice about a medical treatment or procedure, made after a physician or other healthcare provider discloses whatever information a reasonably prudent provider in the medical community would give to a patient regarding the diagnosis, risks and benefits involved in the proposed treatment or procedure, and prognosis.

IN-PROCESSING - Administrative processing of a detainee arriving at a detention facility (See "Admissions").

INSTITUTION DISCIPLINARY PANEL (IDP)-Review board responsible for conducting disciplinary hearings and imposing sanctions for cases of detainee misconduct referred for disposition following the hearing. The IDP usually comprises a Hearing Officer and representatives of different departments in the facility.

INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)-A cooperative agreement between ICE and any State, territory or political subdivision for the construction, renovation or acquisition of equipment, supplies or materials required to establish acceptable conditions of confinement and detention services. ICE may enter into an IGSA with any such unit of government guaranteeing to provide bed space for ICE detainees, and to provide the clothing, medical care, food and drink, security and other services specified in the ICE/ERO Detention Standards; facilities providing such services are referred to as "IGSA facilities."

INVESTIGATING OFFICER - An individual of supervisory or higher rank who conducts an investigation of alleged misconduct and was not involved in the incident; usually a Supervisory Detention Enforcement Officer or shift supervisor.

IRREGULAR COUNT-See **INFORMAL COUNT**.

LEGAL ASSISTANT - An individual (other than an interpreter) who, working under the direction and supervision of an attorney or other legal representative, assists with group presentations and in representing individual detainees. Legal assistants may interview detainees, assist detainees in completing forms and deliver papers to detainees without the supervisory attorney being present.

LEGAL CORRESPONDENCE - See "**SPECIAL CORRESPONDENCE**"

LEGAL FILE- See **A-FILE**.

LEGAL REPRESENTATIVE - An attorney or other person representing another in a matter of law, including law students, law graduates not yet admitted to the bar; "reputable individuals"; accredited representatives; accredited officials and attorneys outside the United States (see 8 CFR § 292.1, "Representation and Appearances").

LEGAL RIGHTS GROUP PRESENTATION - Informational session held in a detention facility by an attorney or other legal representative to inform detainees about U.S. immigration law and procedures; not a forum for providing confidential or case-specific legal advice.

LIFE-SUSTAINING PROCEDURE (LIFE SUPPORT) - A medical intervention or procedure that uses artificial means to sustain a vital function.

MAIL INSPECTION-Examination of incoming and outgoing letters, packages, etc., for contraband, including cash, checks and money orders.

MASTER COUNT-Total number of detainees housed at a facility.

MATERIAL SAFETY DATA SHEET (MSDS)-Basic information about a hazardous chemical, prepared and issued by the manufacturer, in accordance with Occupational

Safety and Health Administration regulations (see 29 CFR 1910.1200; see also OSHA Form 174); among other things, specifies precautions for normal use, handling, storage, disposal, and spill cleanup.

MEDICAL PERSONNEL - Those individuals authorized by a "scope of practice" or "scope of privileges" to perform health care delivery consistent with their licensure, certification or training.

MENTAL HEALTH PROVIDER - psychiatrist, clinical or counseling psychologist, physician, licensed clinical social worker or any other mental health professional licensed to practice and provide mental health services at the independent level.

MESSENGER-A person (neither a legal representative nor a legal assistant) whose purpose is to deliver or convey documents, forms, etc., to and from the detainee; not afforded the visitation privileges of legal representatives and legal assistants.

MINOR-A juvenile; a person under the age of 18.

NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE-Establishes the standards for health service in correctional facilities on which accreditation is based.

NATIONAL FIRE PROTECTION ASSOCIATION-Principal source of fire protection standards and codes.

NCCHC – National Commission on Correctional Healthcare.

NON-CONTACT VISIT-Visitation with a barrier preventing physical contact between the detainee and his or her visitors.

NON-MEDICAL EMERGENCY ESCORTED TRIP-Authorized detainee visit to a critically ill member of his/her immediate family, or to attend the funeral of a member of his/her immediate family. "Immediate family" member refers to a parent (including stepparent and foster parent), child, spouse, sister, or brother of the detainee.

NON-MERIT FACTOR - Any characteristic or factor immaterial to a detainee's mental or physical ability to perform a given assignment.

NON-SECURITY KEY – A key which if duplicated by unauthorized persons and/or lost, would not constitute an emergency requiring urgent action; not critical to facility safety and security.

OUT COUNTS-Detainees temporarily away from the facility, but included in the master count.

OUTDOOR RECREATION AREA-Open-air space for exercise or other leisure activities, large enough to allow 15 square feet per detainee for the largest group expected to use the area at any one time; but not less than 1,500 square feet.

PAT-DOWN SEARCH-Relies on the sensitivity of the officer's hands as they tap or run over the detainee's clothed body; may require the detainee to reveal pocket contents. The least intrusive body search.

PHYSICAL EXAMINATION—A thorough evaluation of an individual's physical condition and medical history conducted by or under the supervision of a trained medical professional.

PLAN OF ACTION-Describes steps the facility will take to convert a condition that has caused a determination of noncompliance with a standard.

POSSESSION - Control over an item on one's person, or in one's assigned or personal space.

POST ORDERS—Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.

PROGRESSIVE RESTRAINTS—Control the detainee in the least restrictive manner required, until and unless the detainee's behavior warrants stronger and more secure means of inhibiting movement.

PROTECTIVE CUSTODY (PC)—Administrative segregation for the detainee's own safety.

REASONABLE SUSPICION—Not intuition, but articulable facts that lead staff to suspect a particular person is concealing a weapon, contraband, or evidence of a crime.

RELIGIOUS PRACTICES—Worship, observances, services, meetings, ceremonies, etc., associated with a particular faith; access to religious publications, religious symbolic items, religious counseling and religious study classes; and adherence to dietary rules and restrictions.

REPRESENTATIVE OF THE NEWS MEDIA—Persons whose principle employment is to gather, document or report news for:

- A newspaper that circulates among the general public and publishes news of a general interest such as political, religious, commercial, or social affairs. A key criterion is whether the paper qualifies to publish legal notices in the community in which it is located.
- A news magazine with a national circulation sold to the general public by newsstands and mail subscription.
- A national or international news service.
- A radio or television news program of a station licensed by the Federal Communications Commission.

SALLY PORT—An enclosure situated in the perimeter wall or fence surrounding the facility, containing double gates or doors, of which one cannot open until the other has closed, to prevent a breach in the perimeter security; handles pedestrian and/or vehicular traffic.

SANITATION—The creation and maintenance of hygienic conditions; in the context of food, involves handling, preparing, and storing items in a clean environment, eliminating sources of contamination.

SATELLITE FEEDING—Food served and consumed in a location other than where prepared.

SECURITY KEY—A key which if duplicated by unauthorized persons and/or lost, would jeopardize life, safety, property or security; or would facilitate escape.

SEGREGATION—Confinement in an individual cell isolated from the general population; for administrative, disciplinary, or protective reasons.

SERVICE PROCESSING CENTER (SPC) - A detention facility the primary operator and controlling party of which is ICE.

SEXUAL ACT -- Contact between the penis and the vulva or the penis and the anus, where contact involving the penis occurs upon penetration, however slight; contact between the mouth and the penis, the mouth and the vulva, or the mouth and the anus; or the penetration, however slight, of the anal or genital opening of another by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, arouse or gratify the sexual desire of any person.

SHIFT -- The time period of an employee work shift or watch -- for example, the morning shift, day shift, or evening shift.

SHIFT SUPERVISOR -- A generic term for the detention security supervisor in charge of operations during a shift. The position titles may vary according to the type of facility (SPC, CDF, or IGSA) and local facility titles. Ordinarily, a shift supervisor (Detention

Operations Supervisor, lieutenant, etc.) is, organizationally, directly under the chief of security (Chief Detention Enforcement Agent, captain, etc.).

SOFT CONTRABAND-Any unauthorized item that does not constitute hard contraband, i.e., does not pose a serious threat to human safety or facility security; includes that quantity of an item possessed in an amount exceeding the established limit.

SPECIAL CORRESPONDENCE - "Special Correspondence" is the term for detainees' written communications to or from private attorneys and other legal representatives; government attorneys; judges, courts; embassies and consulates; the president and vice president of the United States, members of Congress, the Department of Justice (including the DOJ Office of the Inspector General), the Department of Homeland Security Office for Civil Rights and Civil Liberties, the Department of Homeland Security (including U.S. Immigration and Customs Enforcement, the Office of Detention and Removal Operations, and the DHS Office of the Inspector General); the U.S. Public Health Service (including the Division of Immigration Health Services); administrators of grievance systems; and representatives of the news media.

SPECIAL MANAGEMENT UNIT (SMU) - A housing unit for detainees in administrative or disciplinary segregation.

SPECIAL-NEED DETAINEE - A detainee whose mental and/or physical condition requires special handling and treatment by staff. Special needs detainees include but are not limited to those who are emotionally disturbed, mentally challenged or mentally ill, physically disabled, infirm and drug or alcohol addicts/abusers.

TERMINALLY ILL/INJURED - In critical condition, beyond medical intervention, with death imminent or expected during the course of detention or hospitalization according to the attending physician.

TJC - The Joint Commission [formerly the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)], an independent, not-for-profit organization that evaluates and accredits more than 15,000 health care organizations and programs in the United States. TJC is the Nation's predominant standards-setting and accrediting body in health care.

TOXIC - Poisonous; capable of causing injury or death.

TRAINING - An organized, planned, and evaluated activity designed to achieve specific learning objectives and enhance personnel performance. Training may occur on site, at an academy or training center, an institution of higher learning, professional meetings, or through contract service or closely supervised on-the-job training. Training programs usually include requirements for completion, attendance records, and certification of completion. Meetings of professional associations are considered training where there is clear evidence of the direct bearing on job performance. In all cases, the activity must be part of an overall training program.

UNENCUMBERED SPACE - Open, usable space measuring at least seven feet in at least one dimension, free of plumbing fixtures, desk, locker, bed, and other furniture and fixtures (measured in operational position).

UNAUTHORIZED FUNDS - Negotiable instruments (checks, money orders, etc.) or cash in a detainee's possession exceeding the facility-established limit.

UNAUTHORIZED PROPERTY- Not inherently illegal, but against the facility's written rules.

UNIT DISCIPLINARY COMMITTEE - See **DISCIPLINARY COMMITTEE**.

VOLUNTEER GROUP - Individuals who collectively donate time and effort to enhance the activities and programs offered to detainees; selected on basis of personal qualities and skills (recreation, counseling, education, religion, etc.).

WORK ASSIGNMENT - Carpentry, plumbing, food service and other operational activities included in the facility's Voluntary Work Program, for which a detainee may volunteer.

Article VI. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the facility, including: on-site sick call, over the counter medication and routine drugs and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided. The costs of all emergency medical services provided off-site shall be the responsibility of DIHS and at no time shall the Service Provider incur any financial liability related to such services.
- C. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement.
- D. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.
- E. The Service Provider shall furnish onsite health care under this Agreement as defined by the facility local health authority on the effective date of this Agreement and as set forth in Attachment I. Changes to the types of onsite health care provided to detainees after the effective date of this agreement, will be amended through the modification process outlined in Article XI. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any. ICE detainees may be transferred between the Theo Lacy Correctional Facility or the James A. Musick Facility for medical or mental health needs. Outpatient clinic visits may also be provided to ICE detainees at the Central Jail Complex; provided however, that the ICE detainee shall be transported back to their assigned housing location at Theo Lacy Correctional Facility or the James A. Musick Facility. Additional limited services may be provided through the IRC; however, ICE detainee may not be housed within the IRC for a period exceeding 72 hours.

- F. Onsite health care services shall perform initial medical screening within (12) hours of arrival to the facility. Sick call coverage, provision of over-the-counter medications, treatment of minor injuries, treatment of special needs and mental health assessments shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD), or chest x-ray, and recoding the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- G. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and provide custody oversight and medication as needed.
- H. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care.
- I. The Division of Immigration Health Services (DIHS) acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) to DIHS for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, and dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address <http://www.inshealth.org/ManagedCare/MCForms.shtm>. Payment for all off-site medical care services shall be made by DIHS directly to the offsite medical providers.
- J. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for payment from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation. Payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation shall be made by DIHS directly to the medical provider(s).

DIHS Managed Care Coordinators
ICE Health Services
1220 L Street, NW, Suite 500
Washington, DC, 20005-4018
Phone: (888) 718-8947
Fax: (202) 732-0119

- K. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).
- L. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its subcontractor/vendor upon request from the Contracting Officer's Technical Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
1. The provision of health care to such individuals;
 2. The health and safety of such individual or other inmates;
 3. The health and safety of the officers or employees of or others at the correctional institution;
 4. 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;
 5. Law enforcement on the premises of the correctional institution; and
 6. The administration and maintenance of the safety, security, and good order of the correctional institution.
- M. Service Provider shall direct offsite medical providers to submit all claims for authorized medical care are to be submitted to the following address:
- HIS VA Financial Services Center
PO Box 149345
Austin TX 78714-9345
(800) 479-0523
- N. Reserved (intentionally left blank)
- O. The cost of medical services as outlined in Attachment I shall be included in the Bed Day Rate.

Article VII. No Employment of Unauthorized Aliens

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

Article VIII. Employment Screening Requirements

- A. General. The Service Provider shall certify to the Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Each employee working on this Agreement shall have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of its own employees and for any subcontractor(s) and their employees.

The Service Provider complies with the requirement to incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement by including the following language in all such Subcontracts or subordinate agreements:

"The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration and Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist, and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract."

The Service Provider shall certify that their employees have successfully completed an employment screening.

- C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all ICE information and data accessed by the Service Provider.

The COTR and Contracting Officer shall have the right to inspect the procedures, methods, all documentation and facilities utilized by the Service Provider in complying with the security requirements under this Agreement. Should ICE determine that the

Service Provider is not complying with the security requirements of this Agreement, the Service Provider shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with these employment screening requirements.

Article IX. Period of Performance

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI.

Article X. Inspection

- A. Jail Agreement Inspection Report: The Jail Agreement Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping gear, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles IX and XI.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provider, however that access to medical and mental health record information shall be provided in accordance with Articles VI.K and VI.L. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

Article XI. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. Except for Change Orders as outlined in Paragraph B below, a modification will become a part of this Agreement only after the ICE Contracting Officer and the Service Provider have approved the modification in writing.
- B. Change Orders:
1. The Contracting Officer may under exceptional circumstances or by an Executive Order, by written order, and without notice to the Service Provider, if any, make changes within the general scope of this Agreement in any one or more of the following:
 - (a) Description of services to be performed, including revisions to the detention standards.
 - (b) Place of performance of the services.
 2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
 3. If the Service Provider cannot perform the services as required in the Change Order, they shall notify the Contracting Officer within 24 hours of receipt. Failure to perform in accordance with the terms of the change order may require removal of ICE detainees from the facilities.
 4. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
 5. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
 6. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article shall excuse the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article XII. Adjusting the Bed Day Rate

ICE shall reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter unless otherwise mutually agreed to. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a bed day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed bed day rate as stated in this Agreement will be in place indefinitely. See Article XI A.

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

Article XIII. Enrollment, Invoicing, and Payment

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

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-ERO-FOD-FLS
 2. By facsimile (fax): (include a cover sheet with point of contact & # of pages)
802-288-7658
 3. By e-mail:
Invoice.Consolidation@dhs.gov

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

Each invoice submitted shall contain the following information:

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

Items 1 through 15 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.

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

Article XIV. ICE Furnished Property

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

Article XV. Hold Harmless and Indemnification Provisions

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

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

the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article XVI. Financial Records

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

Article XVII. Transportation

- A. All transportation of ICE detainees shall be conducted in accordance with PBNDS.
- B. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform transport services.

Transportation shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA) federal travel allowance rate in effect at the time the mileage was incurred. Mileage shall be denoted as a separate item on submitted invoices.

- C. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered

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

- D. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- E. Vehicles:
- 1) The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
 - 2) The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- F. Training and Compliance: The Service Provider shall comply with ICE transportation standards <http://www.ice.gov/partners/dro/PBND/index.htm> related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.

Article XVIII. Contracting Officer's Technical Representative (COTR)

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

Article XIX. Labor Standards and Wage Determination

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

Article XX. Notification and Public Disclosures

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

Article XXI. Incident Reporting

The Service Provider shall notify the cognizant ICE office in accordance with the applicable ICE Performance Based National Detention Standard.

END OF DOCUMENT

INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
COUNTY OF ORANGE

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and the County of Orange, by and through its Sheriff's Department, Health Care Agency and County Executive Office, ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institutions:

Theo Lacy Facility
501 The City Drive South
Orange, CA 92868

James A. Musick Facility
13502 Musick Road
Irvine, CA 92618

The Service Provider shall provide detention services for not more than 72 hours at the following institutions:

Intake & Release Center (IRC)

550 N. Flower St. (Building #50)
Santa Ana, CA 92703

Women's Jail Female Observation Unit

550 N. Flower St. (Building #44)
Santa Ana, CA 92703

INTERGOVERNMENTAL SERVICE AGREEMENT

- Attachment A - Statement of Work (SOW)
- Attachment B - ICE Design Standards
- Attachment C - Structured Cable Plant Standard
- Attachment D - Performance Requirements Summary
- Attachment E - Transportation Routes
- Attachment F - Quality Assurance Surveillance Plan (QASP)
- Attachment G - Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- Attachment H - Wage Determination Number: 2005-2047, Dated 05/26/2009
- Attachment I - Medical Services Overview by Facility

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

Bobbie Wright
Contracting Officer

By: _____

Date: _____

ACCEPTED:

County of Orange

Brian Wayt, Senior Director
Sheriff's Department

By: B. Wayt

Date: 8/5/15

Don Barnes, Assistant Sheriff
Sheriff's Department

By: Don Barnes

Date: 8/5/15

Kimberly Pearson, RN, Deputy Agency
Director
Health Care Agency

By: Kimberly Pearson

Date: 7/29/15

Michelle Aguirre, Chief Financial Officer
County Executive Office

By: M. Aguirre

Date: 8/10/15

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Nicole Adams
Deputy
Date: 6/24/15

**DEPARTMENT OF HOMELAND SECURITY (DHS)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)**

STATEMENT OF WORK

I. Armed Transportation Services

Transportation service shall include the following:

- A. The Service Provider shall furnish suitable vehicles in good condition, approved by the ICE, 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.
- B. The Service Provider shall furnish vehicles equipped with interior security features (such as, but not limited to door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats) and be in accordance with ICE Performance Based National Detention Standards (PBNDS) including physical separation of detainees from guards.
- C. All transportation shall be accomplished in the most economical manner.
- D. All transportation Officers shall be armed in the performance of these duties.
- E. The Service Provider shall establish a fully operational communication system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the Contracting Officer's Technical Representative (COTR) shall be provided with current status of all vehicles and post assignment employees.
- F. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance. (See Attachment D - Performance Requirements Summary)

II. ICE Physical Plant (Infrastructure) Requirements

- A. ICE Office Space – The Service Provider agrees to provide office space for Enforcement and Removal Office (ERO) staff at the Theo Lacy Facility within the existing ICE Administration Building. Office space at the James A. Musick Facility will be provided for ERO staff within the existing portable structure space currently in use, and within the Administration Building.

The Service Provider shall refer to ICE Design Standards (see Attachment B) for specific office and workstation sizes and specific furnishing requirements for a 472 and 366 bed facility respectively. The Standards include but are not limited to the following:

1. A total of 17 offices and 27 workstations as outlined below (respectively)

ERO Orange County Space Requirements

Table of Space Requirements

Assistant Field Office Director
Supervisory Detention and Deportation Officers

Deportation Officers *Note¹
Supervisory Immigration Enforcement Agents
Immigration Enforcement Agents *Note²
Detention and Removal Assistants *Note³
Mission Support Specialist
Management and Program Analyst COR
Office Assistant
Supervisory Detention Deportation Assistant
Receptionist/ Admin Assistant
Staffing Assistant
Mail & File Clerk
Processing Stations
JPADS

Totals

Theo Lacy	*Musick
472 Beds	366 Beds
Quantity Number	Quantity Number
0	0
1	0
1	1
6	5
1	1
5	5
6	5
1	0
1	0
1	0
1	0
1	0
1	0
1	0
0	0
0	0
27	17

*Note¹: 4 completed; 1 pending spaces may be required by ICE at a later date.

*Note²: 1 completed; 4 pending spaces may be required by ICE at a later date.

*Note³: 1 completed; 4 pending spaces may be required by ICE at a later date.

- File rooms (see Standards for size and quantity)
- Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- Employee break rooms (see Standards for size and quantity)
- IT computer support rooms must be provided through out ICE space per the specifications. Including specialized requirements for climate control of IT equipment rooms for PHS, EOIR and ICE office area.
- Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

- B. OPLA Space to be located in new modular facilities at the James A. Musick Facility: The Standards include but are not limited to the following:
1. (1) Deputy Chief Counsel
 2. (7) Assistant Chief Counsel (*ACC*)(2.3/*Courtroom*)
 3. (3) Legal Technicians (*1 per 3 ACCs*)
 4. (1) Mail/File Clerk
- C. EOIR Space to be located in new modular facilities at the James A. Musick Facility: The Standards include but are not limited to the following:
1. (3) Court Rooms
 2. (3) Judges
 3. (10) Administrative Staff
 4. (1) Mail/File Clerk
- D. Health Services Space: Health Services to be provided by Orange County Health Care Agency personnel as set forth in Attachment I.

Healthcare Services Design Standards shall be in accordance with American Correctional Association requirements when provided by the Service Provider.

- E. ICE Processing Area: Processing area shall be in compliance with the ICE Hold Room Standard and ICE Performance Based National Detention Standards.
- F. Furniture – All furniture and case goods (modular cubical, shelving, drawers, etc.) shall be furnished by the Service Provider in accordance with ICE Design Guide and specifications as required in accordance with the ICE Design Standards.
- G. 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 (see Attachment C).

NOTE: ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. .

III. Detainee Work Program

- A. Detainee labor shall be used in accordance with the detainee work plan developed by the Service Provider, and will be in accordance with the ICE Performance Based National Detention Standards on Detainee Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the Agreement and must comply with all applicable laws and regulations.
- B. Detainees shall not be used to perform the responsibilities or duties of an employee of the Service Provider. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space shall be the responsibility of the Service Provider.
- C. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.
- D. The Service Provider shall supply sufficient staff to monitor and control detainee work details. Unless approved by the COR, these work details must be within the security perimeter.
- E. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

IV. Training

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

A. General Training Requirements

- 1. All employees must have the training described in the ACA Standards and in this section. Any remuneration (pay) due Service Provider employees in accordance with Department of Labor regulations for any training time is the responsibility of the Service Provider. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

2. All new Officers and Custody staff will receive 54 hours of basic training, not to include firearms, if applicable, and 40 hours of on-the-job training prior to entering on duty. The Service Provider's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Officer, at all times during this latter 40-hour period, must accompany the Officers and Custody staff. The Service Provider's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.
3. In addition, after completion of the first 94 hours of training, the Service Provider has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the Officer and Custody staff will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills. Training site shall be provided by the Service Provider at no cost to the Government.

B. Basic Training Subjects

1. Employees shall complete the following list of basic training subjects with content applicable to their assigned position. The course title is followed by the estimated hours of training for that subject.
 - a. In-service Orientation/Social Diversity 2 HRS
 - b. Counseling Techniques/Suicide Prevention 2 HRS
 - c. Conduct/Duties/Ethics and Courtroom Demeanor 2 HRS
 - d. Bomb Defense and Threats 1 HR
 - e. Telephone Communications/Radio Procedures 1 HR
 - f. Fire and other Emergency Procedures 2 HRS
 - g. Treatment and Supervision of Detainees 2 HRS
 - h. ICE Use of Force Policy 2 HRS
 - i. Security Methods/Key Control/Count 1 HR
 - j. Procedures/Observational Techniques 4 HRS
 - k. EEO/Sexual Harassment 2 HRS
 - l. Detainee Escort Techniques 1 HR
 - m. ICE Paperwork/Report Writing 2 HRS
 - n. Detainee Searches/Detainee Personal Property 4 HRS
 - o. Property/Contraband 2 HRS
 - p. Detainee Rules and Regulations 2 HRS
 - q. First Aid* 4 HRS

r. Cardiopulmonary Resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t. Self Defense	8 HRS
u. Use of Restraints	6 HRS
v. Firearm Training	**
w. Sexual Abuse/Assault Prevention & Intervention*	2 HRS
x. ICE Performance Based National Detention Standards	2 HRS

** Critical Training Subjects*

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

C. Refresher Training

1. Every year the Service Provider shall conduct 40 hours of Refresher Training for all Officers and Custody staff including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.
2. The Service Provider shall coordinate recertification in CPR and First Aid with the ICE training staff. Training shall be no less than every two years, consistent with current American Red Cross certification standards. This training shall be provided at no cost to the Government. Annually, upon completion, the Service Provider shall provide documentation of refresher training to the COTR.
3. In addition to the refresher training requirements for all Officers and Custody staff, supervisors must receive refresher training relating to supervisory duties.

D. On-the-Job Training - After completion of the minimum of 54 hours basic training, all Officers and Custody staff shall receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

1. Authority of supervisors and organizational code of conduct.
2. General information and special orders.
3. Security systems operational procedures.
4. Facility self-protection plan or emergency operational procedures.
5. Disturbance Control Team training.

- E. Training During Initial 60 Day Period - The Service Provider shall provide an additional 40 hours of training for Officers and Custody staff within 60 days after completion of first 94 hours of training. The Service Provider shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

F. Basic First Aid and CPR Training

All members of the Service Provider's correctional medical clinical and security staff shall be trained in basic first aid and CPR. They must have the ability within the authorization of their job description to demonstrate:

1. Respond to emergency situations within four minutes.
2. Perform cardiopulmonary resuscitation (CPR).
3. Recognize warning signs of impending medical emergencies.
4. Know how to obtain medical assistance.
5. Recognize signs and symptoms of mental illness.
6. Administer medication as authorized within their respective job descriptions and scope of licensure.
7. Know the universal precautions for protection against blood-borne diseases.

G. Supervisory Training

1. 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	2 HRS
b. Uniform clothing and grooming standards	1 HR
c. Security Post Inspection procedures	2 HRS
d. Employee motivation	1 HR
e. Scheduling and overtime controls	2 HRS
f. Managerial public relations	4 HRS
g. Supervision of detainees	4 HRS
h. Other County policies	4 HRS

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

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

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

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

J. Training Documentation

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

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

The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees.

VI. Business Permits and Licenses

The Service Provider must obtain all required permits and licenses by the date of Agreement award. Throughout the term of this Agreement, the Service Provider shall maintain current permits/business licenses and make copies available for Government Inspection. The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

VII. Firearms / Body Armor:

The Service Provider shall comply with their Firearms and Body Armor Policy and comply with all applicable federal, state, and local laws.

VIII. Federal Government Quality Assurance

A. The Government's Quality Assurance Program (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 the Service Provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.

B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.

C. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the Contracting Officer addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.

D. The COTR may check the Service Provider's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services and the total payment due.

F. FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the invoice shall reflect the Agreement's reduced value resulting from the failure to perform required services. (See Attachment D - Performance Requirements Summary)

END OF DOCUMENT
