

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



Performance Work Statement

General terms and acronyms are defined in Section 2.0 Glossary

1.0. Objective

The objective of this contract is to obtain comprehensive detention services as detailed below and as described within this document for the Government, through the Department of Homeland Security (DHS) and the Department of Justice (DOJ), to conduct federal immigration proceedings under the Immigration and Nationality Act, 8 U.S.C. The facility shall be located within an appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.) and access to airport services for transportation requirements.

1.1. Background And Mission

U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of aliens in removal proceedings, and those subject to a final order of removal from the U.S.

The mission of ICE Enforcement and Removal Operations (ERO) is to identify, arrest, and remove aliens, who present a danger to national security or are a risk to public safety, as well as those who enter the U.S. illegally or otherwise undermine the integrity of immigration laws and border control efforts.

In implementing its mission, ERO is responsible for carrying out all orders for the securing and departure activities of aliens who are designated in removal proceedings and for arranging for the detention of aliens when such becomes necessary and prescribed by law.

1.2. Scope Of Work

A contractor-owned/contractor-operated detention facility to enable the Government to house aliens on a 24-hour per-day, 7-day per week, 365-day per-year basis. The facility shall house approximately 1,550 males and 250 females of all security levels for a total facility population of 1,800.

The detention facility shall provide safe and secure conditions of confinement based on the individual characteristics of a diverse population, including threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. The detention center shall provide easy access to legal services; abundant natural light throughout the facility; ample indoor and outdoor recreation that allows for vigorous aerobic exercise; private showers and restrooms (where practicable); cafeteria style meal service or satellite feeding; non-institutional alien clothing; contact visitation (if applicable), including special arrangements for visiting families, with extended hours including nights and weekends; private areas for attorney-client visits, with video teleconferencing capabilities; noise control; enhanced, but controlled freedom of movement (although the manner and degree of implementation may vary based on security levels); enhanced law library and legal resources (including computers with limited web access to accommodate the ICE provided online law library via the ICE Portal); and enhanced programming, including religious services and social programs and dedicated space for religious services.

Detention services shall be performed in accordance with the most current version of the ICE National Detention Standards (NDS) 2025. The current version is available at <https://www.ice.gov/detain/detention-management/2025>. The contractor shall also abide by the March 7, 2014, Department of Homeland Security (DHS) regulation under the Prison Rape Elimination Act of 2003 (PREA; P.L. 108-79), *Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities* (DHS PREA Standards) available at <https://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>.

The contractor shall be responsible for obtaining and maintaining American Correctional Association (ACA) Adult Local Detention Facilities (ALDF) accreditation. Conformance with the ACA ALDF Standards is required on the first day of contract performance and accreditation shall be obtained within 18-months from contract award. If the facility is already accredited, reaccreditation shall occur as required by ACA.

The contractor shall furnish all personnel, management, equipment, supplies, training, certification, accreditation, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The contractor shall provide fully operational radios assigned to each detention officer (including relief officers). The contractor shall maintain a serviceable, in stock, backup quantity of radios that are adequate for all staff and enough to cover backup staff and/or repairs and downtime.

The contractor will provide for the secure custody, care, and safekeeping of aliens in accordance with the state and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

The contractor shall enforce disciplinary actions against any alien who is not in compliance with the rules and procedures of the facility in accordance with applicable ICE NDS 2025 and applicable ICE policy.

In cases where there is a conflict in requirements, the most stringent standard shall apply. If the contractor is unable to determine which standard is more stringent, the Contracting Officer's Representative (COR) shall determine the appropriate requirement.

The COR does not have the authority to modify the stated terms of the contract or approve any action that would result in additional charges to the government beyond what is stated in the contract line-item number schedule. The Contracting Officer (CO) shall make all modifications in writing.

The contractor does not have a right of refusal and shall take all referrals from ICE. Exceptions may be allowed as determined by the COR or ICE designated official. For example: any alien found to have a medical condition that requires medical care beyond the scope of the contractor's health care provider. In the case of an alien already at the facility, the contractor shall notify ICE and request transfer of the alien from the facility. The contractor shall permit ICE reasonable time to make alternative arrangements for the alien.

DHS, ICE, federal entities, and third-party inspectors will conduct scheduled and unscheduled audits and inspections of performance to ensure contract compliance. Inspectors shall always have full access to the facility and in all areas of performance. The contractor shall provide full and complete cooperation for all requests related to detention oversight or investigation conducted by the government or third-party inspectors on behalf of the government.

Aliens are classified as High (Level 3), Medium-High (Level 2), Medium-Low (Level 1.5), or Low-Risk (Level 1). Upon discovery that an alien may be a juvenile, the contractor shall immediately notify the COR and follow the instructions of the COR.

The contractor shall not house any non-ICE population at the facility without the expressed prior written approval of the CO.

1.3. Facilities

1.3.1. Detention Site Standards

The contractor shall ensure that detention sites conform to NDS 2025, the Architectural Barriers Act of 1968, as amended, and Section 504 of the Rehabilitation Act of 1973.

For safety, security, and sanitation purposes, an inspection of housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE-designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and tampering. The contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE-designee, or other officials to ensure compliance with ICE Standards.

1.3.2. Detention Space

The facility shall meet, at a minimum, all ACA ALDF requirements and NDS 2025 requirements. The contractor shall provide for ICE processing/holding space operated in accordance with ICE policy 11087.2 Operations of ERO Holding Facilities: located at www.ICE.gov.

The processing/holding space shall be for in-processing and out-processing of aliens and must have a minimum capacity of 100 standing aliens.

1.3.3. Physical Plant

The facility operation and maintenance shall ensure that aliens are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be contractor-furnished and in operating condition, except as otherwise noted.

The facility, whether expansion or an existing physical plant, shall be 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.

The facility, whether expansion or existing physical plant, shall comply with the building codes under which it was permitted at the time of original construction. Any expansion or renovation of the facility shall be subject to the existing and applicable building codes at the time of the expansion or renovation.

The facility, whether expansion or existing physical plant, shall comply with the requirements in effect at the time of the original facility construction 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.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations, and codes. The contractor shall comply with the requirements of the OSHA 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 edition of the applicable national electrical code and life safety codes under which the facility was permitted at the time of original construction. Any changes to the fire alarm systems or equipment shall be subject to the existing and applicable codes at the time of the changes.

The contractor shall provide outside lighting enough to illuminate the entire facility and secure perimeter, subject to ICE’s visual inspection and approval.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the contractor to repair such damage, to rebuild or restore the institution.

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. Contractor access to the government required space must be pre-approved by the COR. In cases of emergency the contractor shall notify the COR promptly.

1.3.4. Business Permits and Licenses

The contractor shall obtain all required permits and licenses by the date of contract award. The contractor 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 the facility is located. Throughout the term of this contract, the contractor shall maintain current permits/business licenses and make copies available for government inspection. The contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

ICE will review and approve all design documents and conduct final inspections of the facility before occupancy. The contractor should also review the Attachment 13 – Contract Detention Facility Design Standards, Attachment 14 – EOIR Design Standards, and Attachment 15 – Structured Cable Plant Standard and comply as applicable.

1.3.5. ICE Administrative Space

Administrative and support space for ICE staff of approximately 48 employees, which may include up to 30 Case Processing Specialists. See facility drawing which indicates agree upon space (“NLCF_04.24.25.pdf”) which includes approximately:

- a) FBOP Building which includes:
 - Reception/Admin with 1 workstation

- [REDACTED] Offices with [REDACTED] workstations
 - Break Room
 - Restrooms
- b) [REDACTED] Offices which includes [REDACTED] workstations.
 - c) [REDACTED] Offices (at each of the [REDACTED] large pods) which includes [REDACTED] workstations.
 - d) IT computer support rooms including specialized requirements for climate control of IT equipment.
 - e) Conference room (with video teleconferencing [VTC] capability) access (can be shared with contractor).
 - f) Copier/fax/printer/shredder area in FBOP Building and in offices noted above.
 - g) Male restroom (not used/shared with aliens)
 - h) Female restroom (not used/shared with aliens)
 - i) Training room access (can be shared with contractor).
 - j) Firearms safe(s) to be placed in armory.
 - k) Master Courtroom to include:
 - Office
 - Waiting Area
 - Courtroom
 - Classroom with 4 VTC booths (1 being ADA accessible).
 - l) VTC Booths (for both 250 detainee pods):
 - 6 VTC booth, 3 at each pod (1 booth at each pod being ADA accessible).
 - m) VTC Rooms (for the three 416 detainee pods):
 - 12 VTC rooms, 4 at each pod.

The contractor is required to provide an ICE office and support space at or immediately adjacent to the detention facility.

All office, administrative, support and multiple use space shall be complete with appropriate black/white copiers/scanners (7 total) and supplies (except paper), all VTC systems/equipment (22 VTC systems/booths), electrical, communication, and WiFi/phone/fax/VTC circuits and connections. VTC and WiFi connections shall use a primary rate interface T1 connection, at a minimum. Contractor will ensure appropriate circuits to ensure reliable/effective operations.

Contractor will provide ICE [REDACTED] radios with base/power stations which are included in the facility communication system to allow for ICE personnel emergency notification and communication between ICE personnel and between ICE personnel and facility personnel.

The ICE administrative space shall be clean, free from mold, climate controlled, with a Heating, Ventilation, and Air Conditioning (HVAC) thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE administrative space shall be separate from, but accessible to, housing units and the centralized visiting area. The ICE administrative space shall be secure and inaccessible to contractor staff, except when specific permission is granted by on-site ICE staff. The contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE administrative space. All ICE administrative and support space shall be cleaned daily (between the hours of 8 a.m. and 4 p.m.) by government cleared contractor janitorial staff. The contractor is responsible for coordinating clearance activities for their janitorial staff with the government and for costs associated with clearance.

1.3.6. Additional Requirements for ICE Administrative Office Space

All furniture and case goods shall be furnished by the contractor, and be in good working order

with no damage. Any systems furniture, such as cubicles, shall be electrically hardwired to the building electrical support by the contractor, and have bottom raceways for data and telecommunications. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have some universal requirements for a workspace to include a desk, chair, desk storage, overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

Cubicles should be a minimum of 64 usable square feet, unless otherwise authorized by the COR. The government will provide and install IT equipment for government office spaces. The contractor is responsible for providing phone/fax/Internet/VTC services and responsible for the costs for such services.

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

N/A

1.3.8. U.S. Citizenship and Immigration Services (USCIS) Space

N/A

1.3.9. Executive Office for Immigration Review (EOIR) Space

Refer to ICE/EOIR design standards for specific office and workstation sizes and specific furnishing requirements for an [REDACTED]-bed facility. All furniture shall be furnished by the contractor in accordance with ICE/EOIR design standards. Support space includes:

- a) 1-Master Calendar courtroom and accompanying office and support space. The Master Calendar courtroom should have the capability to hold live court as well as hold video tele-conferencing court.
- b) 12-Virtual Attorney Visitation (VAV) rooms
- c) 10-VAV booths

Note: A separate, Americans with Disabilities Act (ADA) compliant, entrance for judges is required with complete security system and access to parking lot.

1.3.10. Parking Requirements

The contractor shall provide hard surface (concrete) parking for all ICE employees and visitors at no additional cost. The contractor must provide no fewer than [REDACTED] spaces for ICE employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall have reserved spaces painted as directed by the COR or designated ICE official.

The contractor shall provide an on-site hard surface (concrete) parking lot for visitors. Street parking for ICE visitors is not acceptable.

1.4. Environmental Health

The contractor shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

1.4.1. Environmental Health

The contractor shall implement all requirements of the Environmental Health and Safety sections of the current NDS 2025 in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Contractor shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

1.4.2. Sanitation and Hygienic Living Conditions

The contractor shall comply with the requirements of the OSHA and all codes and regulations associated with 29 CFR 1910 and 1926. The contractor 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.

1.4.3. Maintain Institutional Emergency Readiness

The contractor shall submit an institutional emergency plan that will be operational prior to end of the transition period, in accordance with NDS 2025, Standard 1.1 Environmental Health and Safety. The emergency plan shall include provisions for two or more disturbance control teams consisting of at least 12-people on each team. The contractor shall provide protective clothing and equipment for each team member and 20 percent of all additional facility detention officer staff members shall be maintained in a secure location outside the perimeter of the facility. 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 contractor shall have written agreements with appropriate state and local authorities that will allow the contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

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

The contractor 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 end of the transition period, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility.

1.5. Facility Security and Control

1.5.1. Security and Control (General)

The contractor 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. Contractor employees shall write reports of incidents as outlined in the post orders.

The contractor shall operate and control all designated points of access and egress on the site, such as, housing units, courtrooms, medical facilities, and hold rooms. The contractor shall inspect all packages in accordance with ICE procedures. The contractor shall comply with ICE security plans.

The contractor shall adhere to local operating procedures within each facility.

The contractor shall provide, install, and maintain a building access control system in all ICE and/or DOJ administrative space. The contractor shall provide the government with administrative access and oversight role for system. The contractor shall comply with ICE security plans.

1.5.2. Alien Rights

The contractor shall supervise, observe, and protect aliens from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of aliens' civil rights. The contractor shall have a zero-tolerance policy for incidents of sexual abuse or assault.

Aliens have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, sexual presentation, expression, or perception thereof, physical ability, mental ability, or political beliefs.

1.5.3. Unauthorized Access

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

1.5.4. Direct Supervision of Aliens

The contractor shall provide supervision of all aliens in all areas, including supervision in housing and activity areas, to permit detention officers to hear and respond promptly to emergencies. The contractor shall have direct supervision of each housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the DHS PREA Standards, specifically §115.13, including the development of alien supervision guidelines that are reviewed annually, as outlined in Attachment 9, Prison Rape Elimination Act Regulations.

1.5.5. Maintain a Video Surveillance Program

The contractor shall ensure video surveillance of hallways, exits, and common areas. Additionally, surveillance systems shall be installed and updated in accordance with the DHS PREA Standards §115.18(b). 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 contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The contractor shall retain recordings for a minimum of 90-days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the contractor and in accordance with applicable records retention requirements.

1.5.6. Logbooks

The contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

- a) Activities that have an impact on the population (e.g., counts, shakedowns, movement, and escorts to and from court).
- b) Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
- c) Entry and exit of vehicles and persons other than aliens, ICE staff, or contractor staff (e.g., attorneys and other visitors).
- d) Fire drills and unusual occurrences.

1.5.7. Reports

The contractor shall furnish, daily, a manifest of all aliens currently detained in the facility. The manifest shall contain the following information for each alien: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; sex; nationality; date of arrival; number of days the alien has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format, unless otherwise directed by ICE. The contractor shall conduct a daily reconciliation of ICE detention manifest and the contractor manifest to ensure accuracy. Any discrepancies in the reports shall be the responsibility of the contractor to immediately rectify and brought to the attention of ICE.

The contractor shall provide monthly status reports to the COR or ICE-designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE- designee by the fifth of each month for the previous month's activities and staffing.

The contractor 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 contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the government for inspection.

The contractor 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 contract. The distribution, format, and time elements for these reports shall be directed by government requirements.

1.5.8. Daily Inspections

Staff shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and alien tampering. Staff 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 contractor shall also notify the COR of any abnormalities or problems. The contractor shall immediately notify the COR or ICE-designee 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.

1.5.9. Deviation from Prescribed Schedule Assignments

The contractor 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 contractor shall notify the ICE-designee immediately or as soon as is practically possible.

1.5.10. Suicide Prevention

The contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy and standards. This program shall include training and/or information that is given separately to both staff and aliens.

1.5.11. Escapes

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

- a) The contractor assumes absolute liability for the escape of any alien in its control.
- b) The contractor 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 shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
- c) Escapes shall be grounds for removing the responsible contractor employee(s) from duty if the contractor employee(s) is/are determined by the contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the CO.
- d) Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and 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.
- e) An escape is deemed an egregious incident and subject to an expedited processing of a contract discrepancy report resulting in a deduction or withholding for any applicable standards violations.

1.5.12. Evacuation Plan

The contractor shall furnish 24-hour emergency evacuation procedures.

1.5.13. Injury, Illness, and Reports

The contractor shall immediately assist employees, aliens, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first-aid when necessary.

The contractor shall immediately notify the COR or ICE-designee 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 an alien requires immediate medical attention, the detention officer shall notify the medical provider as well as the COR and/or ICE-designee.

The contractor shall submit a follow-up written report to the COR within 24-hours of the occurrence. The contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to an alien, contractor staff, ICE staff, or property damage.

The contractor 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.

1.5.14. Protection of Employees

The contractor 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 Manual.

1.6. Food Service

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

The contractor shall provide aliens 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 contractor shall provide a sack meal for aliens in custody and those who are absent during any meal or planning for departure, or meals for aliens on certain travel routes (upon order by the ICE COR or designated official). Further, the contractor shall provide alien sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

At the COR's request, the contractor shall provide sack meals for aliens in ICE custody, but not yet on the contractor's premises.

1.6.2. Minimum Daily Calories

The service provider shall follow U.S. Department of Health & Human Services Dietary Guidelines for Americans (www.dietaryguidelines.gov). The menus must be certified as exceeding minimum daily nutritional requirements, meeting or exceeding U.S. recommended daily allowances (RDAs).

1.7. Health Services

The Contractor shall report all incidents, according to ICE Health Service Corps (IHSC) incident reporting criteria, to the IHSC Field Medical Coordinator (FMC) immediately. Detainee deaths while housed at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.

The Contractor shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the ICE NDS 2025, the National Commission on Correctional Health Care (NCCCHC) and/or ACA standards that are in place prior to obtaining a notice to proceed (NTP). Areas covered include, but are not limited to, infectious disease screening and treatment; emergent, acute and chronic care; on-site sick call; dental services; and mental health services. Also required is over the counter and

prescription medications per the current IHSC Formulary and IHSC form 067 for approval of non-formulary medications or equivalent. Elicitation of a history and provision of required vaccinations per the Center for Disease Control (CDC) and the Advisory Committee for Immunization Practices (ACIP) recommendations is a requirement of all Contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (e.g., Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC FMC. On-site routine labs and Clinical Laboratory Improvement Amendments (CLIA) waived testing will be a requirement of the Contractor. Off-site labs must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

1.7.1. Medical Emergency

In the event of a medical emergency, the Contractor shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Contractor shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Contractor or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.

1.7.2. Emergency Health Care Contact List

The Contractor shall furnish a twenty-four (24) hours a day/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Contractor shall ensure they always have access to an off-site emergency medical provider.

1.7.3. Facility Emergency Evacuation Procedure Guide

The Contractor must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The Contractor must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.

1.7.4. Detainee Medical Records

A separate medical record, apart from the resident's social record/or alien file, is to be maintained by the authorized Contractor. Medical records will be created and maintained by the responsible authorized Contractor and/or the ICE contracted vendor. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe, and as stipulated by state and local regulations. These documents will be maintained and stored per the following:

- a) IHSC uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults; the records for minors will be maintained until the minor reaches the age of 27 years. Records will be maintained in a format that is easily accessed and,

in a location, that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.

- b) Upon his/her request, while in detention, a detainee or his/her designated representative shall receive information from their medical records. Copies of health records shall be released by the HSA directly to a detainee or their designee, at no cost to the detainee, within a reasonable timeframe after receipt by the HSA of a written authorization from the detainee. Medical records and/or a book-in packet must accompany the arriving detainee, unless ICE/ERO and facility officials have authorized other arrangements "Detainee Transfers" also requires that a Medical Transfer Summary accompany the detainee. If official health records accompany the detainee, they are to be placed in a sealed envelope or other container labeled with the detainee's name and A-number and marked "Confidential Medical Records." A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise, a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the Contractor seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCCHC and/or other National Health Record format.

1.7.5. Contractor Furnished Onsite Medical Care and Services

The Contractor shall furnish on-site health care under this Agreement as defined by the facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Contractor shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the facility. The Contractor shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in the NDS 2025 and based on community standards of care.

1.7.6. Certified/Licensed Health Care Staff

The Contractor shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include: primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (e.g., National Practitioner Data Bank). The Contractor shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract. The Contractor shall ensure that all health care staff employed under this agreement to provide care to ICE Detainees shall be licensed and/or certified as required by the State in which the designated facility covered under this agreement resides. At no time shall unlicensed and/or uncertified health care staff provide care to ICE Detainees.

1.7.7. Tracking System for Daily Provision of Health Care Services

The Contractor shall ensure that its healthcare system/employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per NDS 2025, NCCHC and/or ACA standards.

On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the facility utilizing IHSC Form 795A, or equivalent, in accordance with standard "4.3 Medical Care." Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding,

towels, and personal hygiene items. Arrival screening shall include, at a minimum, all questions captured on the NDS Intake Screening Form or equivalent: testing for TB infection and/or disease, testing for COVID-19, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.

- a) A full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with NDS 2025, NCCHC and/or ACA standards.
- b) Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. The ERO Field Operations Director (FOD) will be notified immediately regarding females determined to be pregnant, but no later than 72 hours after such determination. The IHSC FMC and other IHSC personnel will coordinate with the Assistant Field Office Director (AFOD) and /or FOD in ensuring that detention facility staff are aware of these notification requirements.

1.7.8. Detainee Access to Medical and Mental Health Services

The Contractor must provide detainees with access to medical services, preferably on-site, or via telemedicine, with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over the counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health, and dental health assessments. All travel medications must be provided per the NDS 2025 requirement. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.

The Contractor may, to the extent possible and when approved by IHSC, utilize third party specialty care medical service providers that are willing and capable of providing specialty care services on-site. Third party specialty care providers will be subject to current personnel security screening and clearance requirements for short-term, as-needed professional services providers prior to being allowed to enter the facility. Third party specialty care providers will be required to be escorted by Contractor staff at all times while a) in the facility and b) in direct contact with alien Detainees at no extra cost to the Government. Third party specialty care providers will only be on-site for the minimum time required to complete scheduled medical service appointments. Third party specialty care providers shall be required to meet all contractual Letter of Understanding (LOU) agreement requirements and will submit invoices (when indicated) and be reimbursed for services via the IHSC MedPAR process. This provision for on-site specialty care, and the related billing processes, shall constitute an exception to the requirement that on-site medical care be included in the Bed Day Rate for this contract.

1.7.9. Mental Health Evaluations

The Contractor shall furnish mental health evaluations as determined by the facility Local Health Authority and in accordance with NDS 2025, NCCHC and/or ACA standards.

1.7.10. Notification Requirements for Medical Conditions that Render Continued Detention Unacceptable

If the Contractor determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Contractor shall notify their FMC and ICE. Upon such notification, the Contractor shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Contractor should expect to be requested and attest to ICE that the detainee is medically cleared for transportation and advise ICE of the necessary precautions and equipment required for such transportation. IHSC FMC consultation regarding these matters is available at any time.

1.7.11. Hospitalization of Detainees

Upon order of the COR or designated ICE officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. 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 contract employee will obtain a copy of the detainee medical records upon discharge and ensure those records are delivered to the medical clinic upon the detainee's return to the facility. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other designated ICE official.

1.7.12. Manage a Detainee Death

The Contractor shall comply with NDS 2025, Standard 4.7 "Terminal Illness, Advanced Directives, and Death," in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor 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. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

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 Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall 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.

1.7.13. Release of all Medical Information to IHSC

The Contractor shall release any and all medical information for ICE detainees to IHSC representatives upon request.

1.7.14. Medical Payment Authorization for Off-site Medical Care

The contractor provides POCs who must be trained on the IHSC MedPAR process and system. The contractor shall submit a MedPAR to IHSC for payment for off-site medical care (e.g., off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Contractor shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org>. The Contractor ensures the off-site provider receives a copy of the authorized MedPAR for medical claim billing processes.

1.7.15. Notification Requirements for Emergency Offsite Health Care

The Health Authority of the contractor shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency situation will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

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

1.7.16. ICE Access to Detainee Medical Records

The Contractor shall allow IHSC and ICE personnel access to its facility and ICE detainees' medical records for healthcare review, complaint investigations, and liaison activities with the local contract Health Authority and associated Contractor departments in accordance with Health Insurance Portability and Accountability Act (HIPAA) privacy exception at 45 CFR §§ 164.512 (k)(5)(i).

The Contractor shall provide ICE detainee medical records to ICE whether created by the Contractor or a sub-Contractor/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a) The provision of health care to such individuals.
- b) The health and safety of such individual or other inmates.
- c) The health and safety of the officers or employees of or others at the correctional institution.
- d) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another.

- e) Law enforcement on the premises of the correctional institution.
- f) The administration and maintenance of the safety, security, and good order of the correctional institution.
- g) Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

1.7.17. Process for Obtaining Prescriptions for ICE Detainees

The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- a) The Contractor shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate the pharmacy benefit is for an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that the prescription is for an ICE detainee.
- b) The pharmacy shall run the prescription through the Script Care network for processing.
- c) Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- d) Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

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

1.7.18. Facility Requirements for Infectious Disease Screening

The Contractor will ensure that there is adequate space and equipment to provide medical intake screening including TB screening within the intake processing area.

- a) Tuberculosis Screening

The Contractor will perform TB screening as part of the routine intake screening, which must be completed within 12 hours of detainee admission. TB screening will include, at a minimum, TB symptom screening and either screening chest radiograph or testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)], and the results are positive according to criteria, but have no symptoms suggestive of

TB disease, must be evaluated with a chest radiograph within 5 days of the notification of a positive result.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with NDS 2025 and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. If there is no clinical or radiographic evidence suggestive of TB disease the detainee can be housed with the general population. Only a trained and qualified health care provider can perform chest radiography if the site has this capability, and only a credentialed radiologist can interpret these radiographs. The facility will have an alternative non-punitive process in place for detainees who refuse the TB screening assessment.

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

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

b) Radiology Service Provider

If the Contractor utilizes radiology for TB screening, the requirement should be built into the established bed-day rate for this contract. The cost of equipment, maintenance, staff training, interpretation of the radiographs by credentialed radiologists, and the transmission of data to and from the detention facility will be charged directly to the facility.

1.7.19. Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines) <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

1.7.20. Employee Health

Employee health files for all Contractors' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).

- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Respirator medical clearance.
- f. Respirator fit test results; and
- g. Other employee health documents.

The Contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract if they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Contractor personnel must provide documentation regarding the following:

- i. History of testing for TB within the last 12-months:
 - a. Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
 - b. Additionally, on an annual basis and at own expense, the Contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI and follow up as appropriate in accordance with CDC guidelines.
- ii. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, seasonal influenza, and COVID-19. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a. Hepatitis A.
- b. Hepatitis B; (Note: The U.S. OSHA Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html)
- c. Varicella.
- d. Measles, Mumps, Rubella (MMR).
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.
- g. COVID-19

The Contractor's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

<https://www.osha.gov/law-regs.html> <https://www.osha.gov/Publications/QandA/osha3160.htm>

1.7.21. Standards of Medical Care

The Contractor is responsible for providing resources for evidence-based standards of medical care which can be used as a guide for treatment of most diagnosed health care concerns. The provider shall establish and make available to the government the vendor's proposed evidence-based standards of medical/mental health care within 90-calendar days from the contract award. See examples of resources below.

- a) Asthma
IHSC Sample Clinical Practice Guidelines
- b) Chemical dependence/ Intoxication/ Withdrawal
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011, for reference.
http://www.bop.gov/resources/health_care_mngmt.jsp
- c) Diabetes
Standards of Medical Care in Diabetes—2015 American Diabetes Association
http://care.diabetesjournals.org/content/38/Supplement_1
- d) Epilepsy
American Epilepsy Society
https://www.aesnet.org/clinical_resources/guidelines
- e) Transgender Care
IHSC Sample Clinical Practice Guidelines
- f) Hepatitis A and B
Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.
http://www.bop.gov/resources/health_care_mngmt.jsp
- g) Hepatitis C
IHSC Sample Clinical Practice Guidelines
- h) HIV
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents
<http://www.aidsinfo.nih.gov/guidelines>
- i) Hypertension
IHSC Sample Clinical Practice Guidelines
- j) Lipids
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease <https://circ.ahajournals.org/content/123/20/2292.full.pdf>
- k) Sickle Cell Disease
IHSC Sample Clinical Practice Guidelines
- l) Tuberculosis
Tuberculosis Management Control Guide for IHSC Medical Clinics Centers for Disease Control and Prevention <http://www.cdc.gov/tb/publications/guidelines/default.htm>
- m) Depression
Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder http://www.bop.gov/resources/health_care_mngmt.jsp
- n) Schizophrenia
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia http://www.bop.gov/resources/health_care_mngmt.jsp

1.7.22. Serious Mental Disorders or Conditions/Serious Mental Illness (SMI)

The service provider shall identify, track, record and maintain a list of all aliens identified as having a serious mental disorder or condition and/or who are determined to be incompetent by an immigration judge until removal or release. The service provider shall complete the IHSC Form 883, or equivalent, and submit to IHSC FMC when the alien has been identified. Notification to the FMC and ICE ERO shall occur as soon as practicable but no later than 72-hours after identification of detained individuals with a serious mental disorder or condition. In addition, a list shall be provided to ICE ERO and IHSC FMC on a weekly basis and include name, A#, date of arrival, diagnosis (es), presence or absence of suicidality, specific symptoms exhibited by alien that meets criteria of a Serious Mental Disorder or Condition, list of prescribed psychotropic medication with dosage, date when IHSC Form 883 was completed and submitted to IHSC FMC, and details for Safe Release Planning pursuant to ICE Directive I1063.2: Identification, Communication, Recordkeeping, and Safe Release Planning for Detained Individuals with Serious Mental Disorders or Conditions and/or Who Are Determined To Be Incompetent By An Immigration Judge.

A Serious Mental Disorder or Condition/SMI is characterized by a qualified health care provider after:

- 1) Determining that an individual in custody:
 - a. Has a mental disorder that is causing serious limitations in communication, memory, or general mental and/or intellectual functioning (e.g., communicating, conducting activities of daily living, social skills), or a severe medical condition(s) (e.g., traumatic brain injury or dementia) that is significantly impairing mental function; or
 - b. Is exhibiting one or more of the following active psychiatric symptoms and/or behavior: severe disorganization, active hallucinations or delusions, mania, catatonia, severe depressive symptoms, suicidal ideation and/or behavior, and/or marked anxiety or impulsivity;

- OR -

- 2) Otherwise diagnosing a detained individual as demonstrating significant symptoms of one or more of the following:
 - a. Psychosis or Psychotic Disorder;
 - b. Bipolar Disorder;
 - c. Schizophrenia or Schizoaffective Disorder;
 - d. Major Depressive Disorder with Psychotic Features;
 - e. Dementia and/or a Neurocognitive Disorder; and/or Intellectual Development Disorder (moderate, severe, or profound).

1.7.23. Quality Assurance (QA) Program

The Contractor shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the NDS 2025, NCCHC, and/or ACA.

The minimum data inputs for trending, analysis, planning, executing, and assessing the effectiveness of QA- and quality improvement (QI)-related activities and corrective actions will derive from data collected by means of formal incident reports (see below) and the IHSC electronic

Quality Medical Care (QMC) Audit tool. IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Contractor must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports on a quarterly basis on the 10th of the month following the end of each fiscal year quarter (1st quarter – Oct, Nov, Dec; 2nd quarter - Jan, Feb, Mar; 3rd quarter - Apr, May, Jun; 4th quarter - Jul, Aug, Sept).

The clinical operation will be audited by IHSC every six (6) months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance with the NCCHC, ACA, and the NDS 2025 requirements.

The QA program shall include:

- a) Participation in a multidisciplinary QI committee.
- b) Collection, trending analysis, and evaluation of data, along with planning, interventions, and reassessments.
- c) Analysis of the need for ongoing education and training.
- d) On-site monitoring of health service outcomes on a regular basis through:
 - 1) Chart reviews (including investigation of complaints and quality of health)
 - 2) Review of practices for prescribing and administering medication.
 - 3) Investigation of complaints and grievances.
 - 4) Monitoring of corrective action plans.
 - 5) Reviewing all deaths, suicide attempts and illness outbreaks.
 - 6) Developing and implementing QI activities or corrective actions plans to address and resolve identified problems and concerns.
 - 7) Reevaluating problems or concerns to determine whether QI activities or corrective actions implemented achieved and sustained desired results.
 - 8) Incorporating findings of internal review activities into the organization's educational and training activities.
 - 9) Ensuring records of internal review activities comply with legal requirements on confidentiality of records.
 - 10) External peer review on an annual basis for all independently licensed medical professionals.

The Contractor will strive to achieve full NCCHC (Adult) accreditation within twelve (12) months of housing the first ICE detainee. After this period, the Contractor shall maintain accreditation compliance for the life of the contract.

1.7.24. Electronic Health Record (eHR)

The Contractor will be responsible to purchase and maintain an Office of the National Coordinator for Health Information Technology (ONC) Certification Commission for Healthcare Information Technology (CCHIT) commercial-off-the-shelf (COTS) eHR that is compatible with IHSC prior to obtaining a Notice to Proceed. The Contractor shall procure and maintain their data in a GSA FedRAMP certified environment. The Requirements Traceable Matrix (RTM) document will provide the Contractor with requirements and configurations for the eHR. The Contractor shall

replicate all eHR configurations at their own expense, if an alternative and compatible product is proposed.

The major IT elements defining the eHR system environment will include end-user computing, cloud hosting, network connectivity, internal data integration, and external interfaces. These elements enable the operational use of the eHR and are part of the operational environment, which support and sustain the eHR system.

The Contractor is responsible for the FedRAMP Certified Cloud environment. This includes the applications and environments that are hosted, along with the interfaces among all the internal and external systems. The Contractor shall obtain Human Resources (HR) COTS support as a subsystem under eHR in accordance with the requirements outlined below. The HR software will be deployed, hosted, and maintained as an operational system within the eHR cloud environment outlined in the paragraph below entitled, "eHR Cloud Provider Management." A development, test, training, and production environment will be installed for the HR software in accordance with the paragraph below entitled, "eHR Application Management Services." A cloud environment will need to be maintained for the lifecycle of eHR.

a) External Interfaces

External interfaces will be integrated with the eHR systems as part of agreements between the Contractor and the external medical support organizations. The Contractor will maintain the agreements with these organizations separately. The Contractor, in conjunction with their external medical support organization, is responsible for maintaining the interfaces to the eHR. The external interfaces that will provide data to the eHR are the following:

- Radiology (e.g., Teleradiology): Provides the results of the radiology scans, specifically tuberculosis screening is required for completing a medical examination. Images will be integrated with the eHR system.
- Laboratories (e.g., LabCorp and Quest Diagnostics): Provides lab results for detainees. Lab interfaces can provide and accept HL7 structured data and results will be displayed within the eHR system.

b) Enterprise License and Support

The Contractor will provide the full range of technical Health IT Operations and Maintenance (O&M) services required to support and sustain the eHR system and the specialized medical applications that are mission critical to its operations. The Contractor shall also provide service desk support to maintain end-user efficiency. Specific services are:

- eHR Enterprise Licenses
- eHR Upgrades & Enhancements
- eHR Patient Portal (meets NDS 2025)
- Project Management Support (see subparagraph d)
- System O&M Support (see subparagraph e)
- Application Management Services (see subparagraph f)
- Maintain Licenses
- Cloud Provider Management (see subparagraph g)

The Contractor shall furnish all personnel, technical expertise, equipment, materials, transportation, security clearance and background investigation verification, and other items or

services necessary to perform the work described in Section C.V.D.25- Electronic Health Record (eHR) of the RFP.

The Contractor shall:

- Provide all Maintenance and Technical Support on Contractor's installed equipment,
- Ensure the services are fully operable, able to stand alone, and able to integrate with ICE's eHR,
- Provide 24/7/365 technical support,
- Provide a 1-800/866 number available for technical support 24/7/365,
- Provide all network capabilities, hardware, and software installation,
- Provide network connectivity. Full connectivity and testing of equipment shall be established and verified prior to the acceptance of detainees, and
- Provide a system that maintains at least a 99% uptime performance rate.

The Contractor shall be responsible for all IT connections and to set up connectivity at the facility.

The Contractor shall be responsible for configuring, installing, and maintaining the secure remote connectivity and all remote workstation software residing on the remote user's workstation.

Data transmission security shall always be maintained.

The Contractor's Health IT solution shall support:

- HL7 Version 3 CCD, and
- American Society for Testing and Materials (ASTM) International CCR Standard E2369-05

c) eHR Applicable Policies and Standards

The Contractor shall comply with the latest version of all technology standards and architecture policies, processes, and procedures and Federal mandates applicable to the IHSC IT health care environment, including those defined in ICE Office of the Chief Information Officer (OCIO) Architecture Division publications. These publications include, but are not limited to, the following:

- DHS 4300A Sensitive Systems Handbook
- DHS 4300A Sensitive Systems Policy Directive
- DHS 4300B National Security Systems Handbook
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- DHS MD 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- ICE Technical Reference Model
- ICE Architecture Test and Evaluation Plan
- ICE Enterprise Systems Assurance Plan
- ICE System Lifecycle Management (SLM) Handbook
- ICE Web Standards and Guidelines
- National Institute of Standards and Technology (NIST) Computer Security Resources Center (CSRC) standards, guidelines, and special publications
- Privacy Act of 1974

- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

The Contractor shall adhere to the provisions of Public Law 104-191, HIPAA, and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities. The Contractor shall utilize HIPAA compliant systems with web viewing capability tool, encrypted data transmission, and cloud storage. The systems shall provide quality assurance solutions with community radiologist level review. The Contractor shall certify in their proposal submission they are and will maintain HIPAA compliance.

The following documents provide eHR specifications, standards, or guidelines that shall be complied with to meet the requirements of Section C.V.D.25 - Electronic Health Record (eHR):

- Health Level Seven International (HL7)
 - <http://www.hl7.org/>
- HIPAA (Health Insurance Portability and Accountability Act of 1996)
 - <http://www.hhs.gov/ocr/privacy/>
- The Joint Commission: National Patient Safety Goals Effective January 1, 2014
 - http://www.jointcommission.org/assets/1/6/HAP_NPSG_Chapter_2014.pdf

All eHR solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise and ICE Architecture requirements:

- All eHR developed solutions and requirements shall be compliant with the Homeland Security Enterprise (HLS EA).
- All eHR IT hardware and software shall be complaint with the ICE Technology Reference Model (TRM) Standards and Products Profile.
- Description information for all eHR data assets, information exchanges, and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- In compliance with OMB mandate, all eHR network hardware shall be IPv6 compatible without modification, upgrade, or replacement.
- All eHR encryption shall be FIPS 197 Advanced Encryption Standard (AES) that has been FIPS 140-2 certified.

The Contractor shall not deviate from the eHR SLM process or ICE TRM without express approval received from the COR.

d) eHR Project Management Support

The Contractor shall implement all agreed upon governance and other applicable processes and define the appropriate service level and other service requirements.

The Contractor shall:

- Assign, administer, and manage Contractor personnel and resources based on project plan.
- Communicate progress on eHR implementation to Government Project Managers (PM) and

executive managers.

- Provide advance notification of any delays in deployment of eHR.
- Ensure all CDF personnel adhere to the Department security policies directives, and guidance.
- Review all reports for accuracy and perform trends and performance analysis.
- Implement quality control measures.
- Provide and deliver ad hoc presentations and briefings.

e) eHR System Operations and Maintenance Support

The Contractor shall provide the O&M support necessary to ensure continuous operation of the environment and to provide required functionality to the CDF user community.

The Contractor shall:

- Perform daily backup and recovery for project software and data to include off-site storage as required by ICE.
- Perform application tuning and performance monitoring as directed by ICE.
- Evaluate system log files.
- Maintain databases for storing IHSC data from designated systems and sources.
- Maintain FedRAMP Cloud environment.
- Perform testing, configuration management, and quality assurance testing of hardware, software, and applications as required by ICE and according to the SLM.
- Procure related firmware, vendor services, and software as directed by ICE.
- Provide subcontractor Service Desk support for Tier 2 and 3 during core hours of operation from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday.
- Provide on-call subcontractor support (within 1-hour) for after core hours and weekends.
- Maintain and create/update, as necessary, the required Certification and Accreditation (C&A) documentation.
- Support and assist with annual C&A activities (i.e., self-assessments, contingency plan tests, vulnerability scan, etc.).
- Perform system hardening and testing in support of ICE C&A requirements
- Develop application development plans for the current eHR system, including minor upgrades, patches, fixes, problem resolution, change request, and enhancements.
- Perform corrective and adaptive software maintenance on custom built applications.

f) eHR Application Management Services

Data Storage and Integration: The Contractor must certify in writing at submission they will only utilize a GSA FedRAMP certified environment.

- FedRAMP certification must be maintained continuously throughout the life of the contract. If the Contractor (or its FedRAMP provider) loses its FedRAMP certification, the Contractor must report this information to the Government immediately in writing. The Contractor must, within thirty (30) days after losing FedRAMP certification, re-certify or contract with an authorized FedRAMP provider. Failure to comply will result in termination of the contract.
- The eHR data shall be stored solely in a GSA FedRAMP compliant environment (see <http://cloud.cio.gov/fedramp/cloud-systems>). Non-compliant FedRAMP systems shall result in a Factor 1 rating of “unacceptable”. The Contractor shall provide certificate or evidence of compliant FedRamp system. The Contractor shall propose an integrated solution that the

eHR software vendor has reviewed and approved for implementation. This effort will include project management, development, testing, and deployment.

- The Contractor shall support Certification and Accreditation (C&A) efforts to ensure Federal Information Security Management Act (FISMA) compliance to ICE.

g) eHR Cloud Provider Management

The Contractor shall maintain a FedRAMP certified cloud environment and meet defined System Level Agreements (SLAs) for up time and maintenance.

- Maintain FISMA-Moderate Security Compliant cloud requirements for expanded eHR cloud environment
- Meet all SLA performance requirements to include expanded eHR cloud environment
- Maintain all cloud related eHR system components, including application services, database servers, and cloud infrastructure
- Provide project management support, reporting and coordination with facilities, network, security, and ICE.
- Track and resolve incidents.
- Maintain patch release service.
- Overall provisioning and O&M of the servers and associated security equipment.
- Perform rack, stack, and cable management tasks.
- Connect devices to the power grid and network infrastructure as specified by ICE.
- Set up equipment, install server image, and provide basic configuration in accordance with ICE-provided specifications.
- Test and document the basic system.
- Perform component monitoring (host disks, file systems, host processors and memory).
- Install and maintain system-level software.
- Perform system performance tuning.
- Perform operating system (OS) and security patch management, testing, implementation, and reporting.
- Install and maintain OS software
- Provide performance monitoring monthly reports to include monthly Central Processing Unit (CPU) average availability for all eHR servers, calculated by $(\text{total time} - \text{down time}) / (\text{total time} - \text{maintenance window})$.
- Provide average sustained monthly peak CPU utilization for all servers, calculated by the $(\text{sum of business days that eHR sustained five-minute peak CPU utilization}) / \text{number of servers} / \# \text{ business days}$. Peak utilization shall be defined as 90% or greater CPU utilization.

h) eHR Required Performance Objectives:

The tables below establish the elements of Contractor performance that represents mission essential service requirements. The Required Performance Objectives for eHR Disaster Recovery and General eHR Minimum Acceptable Quality Levels (AQLs) represent the standard against which performance will be measured in relation to the Quality Assurance Surveillance Plan (QASP - Attachment 5) and the Performance Requirements Summary (PRS – Attachment 5A). The tables below outline the minimum acceptable levels of service to maintain satisfactory performance.

| Required Performance Objectives for eHR Disaster Recovery | | | |
|---|-------------------|-----------------|----------------------|
| | Component Failure | Server Failure | Primary Site Failure |
| Recovery Time Objective | 4-hours or less | 4-hours or less | Within 48-hours |
| Recovery Point Objective | 4-hours | 4-hours | 24-hours |

| General eHR Minimum Acceptable Quality Levels (AQLs) | | |
|--|---|--|
| Metric | Unit of Measure | Minimum Acceptable Quality Level (AQL) |
| Equipment | 100% Uptime 24/7/365 | >99.0% |
| | Scheduled downtime for Maintenance | </= 4-hours per month |
| | Repairs & Technical Support Downtime shall not exceed 4-hours after notification of problem | >99.0% |
| | Meantime between failure (MTBF) | 25,000 operating hours |
| Transition in Continuation of Services | eHR equipment & vendor's staff on site during business hours and after hours as needed 24/7/365 | >99.0% |
| eHR Consultations | 24/7/365 availability by phone for consultations regarding critical requests | >99.0% |
| Daily Volume & Status Report and Monthly Report | Submission of Reports in accordance with requirements | >95.0% |
| Transition Weekly Status Report | Submission of Report in accordance with requirements | >95.0% |

i) eHR Compliance Terms and Conditions

- Accessibility Requirements (Section 508):** Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards:

- 36 CFR 1194.21 Software Applications and Operating Systems applies to all EIT software applications and operating systems procured or developed under this work statement including, but not limited to, government off-the-shelf (GOTS) and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.
- 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.
- 36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including, but not limited to, laptops and personal data assistants (PDA) that are procured or developed under this work statement.
- 36 CFR 1194.31 Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.
- 36 CFR 1194.41 Information Documentation and Support applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions: Exceptions for this statement of work have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements: 36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

1.8. Detention Services

1.8.1. Language Access

The contractor is responsible for providing access (via accurate, timely, and effective communication at no cost to the alien) to all facility programs and services for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation services or bilingual personnel for necessary communication with aliens who do not speak, read, write, or understand English. Oral interpretation should be provided for aliens who are illiterate or who speak another language in which written material has not been translated. The contractor shall secure and utilize its own contract for professional language services. Where a need for a particular language is unavailable, the contractor may utilize the ICE language services. All facility postings and written materials provided to aliens shall generally be translated via professional language services into Spanish and other languages spoken by significant segments of the detained ICE population with limited English proficiency at the facility. Other than in emergencies, and even then, only until appropriate language services can be procured, other aliens shall not be used for interpretation or translation services.

1.8.2. Virtual Attorney Visitation Capability

Virtual attorney visitation is a facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule VTC visitation with their alien client(s) at least 24-hours in advance of the desired teleconference (at no cost to the attorney or alien).

The facility plant layout and design will accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and be equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications.

The room must also have a windowed door or other mechanism that allows observation. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least eight (8) hours each day on weekdays and four (4) hours per day on weekends and holidays. See Attachment 11 – Virtual Attorney Visitation for all related requirements.

1.8.3. Group Legal Orientation Space:

The contractor shall provide a multi-purpose space that can accommodate group legal orientation presentations. The space shall accommodate no less than 40 aliens and include tables and chairs. The space shall also be equipped with telephones with speakers and/or headsets, audio-visual equipment for presentations, and video-conferencing capability for virtual presentations. The multi-purpose space shall be made available for legal presentations for no less than two presentations for three-hours in length (including group and individual orientations), three-times a week (Monday through Friday).

1.8.4. Manage and Maintain an Alien ICE Telephone System (ITS)

The ICE designated Alien Communication Services (NCS) contractor shall be the exclusive provider of alien communications (phones, tablets) for this facility. The NCS 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 NCS contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of an alien telephone system, and the maintenance and operation of the system. The contractor shall not be entitled to any commissions, fees, or revenues generated by use of the alien telephone system or the alien telephones.

Telephones shall be in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the contractor shall monitor and record alien conversations. If alien telephone conversations can be monitored under applicable law, the contractor shall provide notice to aliens of the potential for monitoring. However, the contractor shall also provide procedures at the facility for aliens to be able to place unmonitored telephone calls to their attorneys.

Telephone rates will not exceed the Federal Communications Commission rates for inmate telephone service, as well as state established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.

1.8.5. Alien Voluntary Work Program

The contractor may develop an alien work program plan with the approval of the CO prior to receipt of the end of the transition period. Alien labor shall be used in accordance with the approved alien voluntary work program and shall be paid no less than \$1 day. The alien work plan must be voluntary, and may include work assignments for industrial, maintenance, custodial, service, or other jobs. The alien work program shall not conflict with any other requirements of the contract and must comply with all federal and state applicable laws and regulations.

Aliens shall not be used to perform the responsibilities or duties of an employee of the contractor. Alien duties shall be used to assist and shall not be used as a substitute to perform the role of a contractor employee. Aliens shall not be used to perform work in areas where sensitive documents are maintained such as designated ICE workspace. Appropriate safety/protective clothing and equipment shall be provided to alien workers. Aliens 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.

The contractor shall supply sufficient detention officers to monitor and control alien work details. Unless approved by the COR, these work details must be within the security perimeter. It will be the sole responsibility of ICE to determine whether an alien will be allowed to perform on voluntary work details and at what classification level. All aliens shall be searched when they are returned from work details.

1.9. Detention Facility ERO Case Processing and Administrative Support Task

The contractor shall provide case processing and administrative support to augment ICE's mission, alleviating the administrative burdens of law enforcement officers. The contractor shall provide specialized subject matter expertise, qualified personnel, and administrative resources necessary to enable ICE personnel to focus on law enforcement duties while administrative tasks are handled by trained contractor personnel. Accordingly, the contractor shall:

- a. Provide trained personnel to supplement case processing and all peripheral activities, immigration records management, and document preparation
- b. Ensure accurate and timely data entry into ICE systems
- c. Track compliance with release conditions and report violations
- d. Coordinate with ICE officers to facilitate interviews, hearings, removals, and case updates
- e. Maintain alien records in accordance with DHS policies and federal data security requirements
- f. Provide other logistical and administrative support that alleviates administrative burdens from law enforcement officers
- g. Participate in ERO provided training applicable to case processing and administrative support.

1.9.1. Project Management and Programmatic Support

To complete the tasks, the contractor shall interface with ICE Headquarters staff, local Field Office staff including Field Office Directors (FODs), program staff, facility staff, other Department of Homeland Security (DHS) and Department of Justice officials, and third-party service providers. Personnel shall be available 7 days a week from 7 a.m. to 7 p.m. in accordance with local field office requirements. Surge support after hours, including expanded breadth and depth of tasks, may be required. The contractor must maintain a staffing pool who can consistently leverage immigration enforcement experience and/or training to provide staff augmentation, technical assistance, and operational force multiplication. Contractor personnel must have experience and/or training reviewing ICE documentation including A-files and ICE databases, conducting interviews to determine appropriate monitoring or detention conditions, and coordinating removal, transfer, or release from ICE custody. The contractor must provide personnel who have the required skills prior to assigning them to work under this contract. The contractor must establish and implement quality assurance procedures to validate work products assuring consistency of quality.

1.9.2. Case Processing & Docket Management

Contractor shall manage assigned administrative functions to ensure Alien Files (A-files) and ENFORCE Alien Removal Module (EARM/EADM) reflect a case status that is updated, accurate, and complete in preparation for Department of Justice (DOJ) Executive Office for Immigration Review (EOIR) appearances, United States Citizenship and Immigration Services (USCIS) adjudications, enforcement actions, or removal.

- a. Assist ICE Office of Principal Legal Advisor (OPLA) in obtaining criminal history checks and other supporting documentation as needed prior to court
- b. Prepare, review, and manage case files, ensuring accuracy and completeness in all documentation
- c. Maintain up-to-date case status records, court scheduling details, and case tracking logs
- d. Assist with docket coordination for EOIR hearing schedules and ensure all appropriate documentation has been filed with EOIR
- e. Assist with docket coordination for USCIS adjudications and ensure all appropriate documentation has been submitted to USCIS
- f. Review appropriate paperwork for filing an Application for Stay of Deportation/ Removal, Order of Supervision (OSUP) or Own Recognizance (OR) reporting, Bond applications, or other documentation for completeness and accuracy
- g. Ensure all administrative applications are reviewed, A-files are updated, and docket officers timely notified for appropriate law enforcement action.

1.9.3. Data Entry & Records Management

- a. Accurately enter data into ICE systems, ensuring compliance with agency protocols and data integrity requirements
- b. Coordinate with ICE to address data quality and integrity issues
- c. Maintain and update electronic and paper-based case files, ensuring compliance with federal privacy laws
- d. Retrieve, compile, and organize county, state, and federal court records, conviction documents, and supporting case materials from multiple databases, including National Crime Information Center (NCIC), Public Access to Court Electronic Records (PACER), and other government sources.
- e. Generate case status reports and monitoring dashboards.

1.9.4. Detainee Communication

The contractor shall schedule interviews between detainees and ICE officers, consulates, and legal representatives for detained aliens to communicate with ICE for general questions, case updates, or resolve issues regarding their removal cases. Communication with all aliens will be in the alien's primary language.

1.9.5. Removal Management Assistance

Pre-Removal

In preparation for alien removal, transfer, or release from ICE custody, the contractor shall:

- a. Manage administrative aspects of detained case management for immigration hearings, file updates and data entry
- b. Organize and prepare removal documents and coordinate with the ICE Field Office, ICE Air Operations, and the Juvenile and Family Management Division (JFMD) for scheduling removal and staging flights
- c. Ensure aliens scheduled for removal have the necessary documentation in A-files, i.e. Immigration Judge (IJ) order, I-205 prepared with photograph, and all removal package documentation is assembled per specific field office instructions
- d. Ensure I-216, property receipts, I-203s and other release, removal, or transfer documentation is prepared and accurate
- e. Ensure travel information, ICE Air scheduling and manifest(s) are completed, detention center release forms are prepared, and property inventories/receipts are ready on the scheduled time and day of departure
- f. Ensure detainees have necessary legal paperwork, seven-day supply of medications, property, and valuables before transfer or removal, including obtaining and verifying travel documents

Post Removal

- a. Collect, review for completeness and accuracy, and file signed Form I-205 Warrant of Removal/Deportation departure verifications in A-file
- b. Ensure case is closed in EARM and file is transferred to the National Record Center for storage

1.10. Robotics Process Automation (RPA) Contract Requirement

The Detention Facility Robotics Process Automation (RPA) process requires that data supporting detention

bed space, ground transportation and any other additional costs covered by the current contract will be recorded utilizing the Detention-Transportation Template (Attachment 7). This data template should be completed in its entirety in the established format once all data supporting the monthly operations is available. Once completed, the Detention-Transportation Template must be submitted via e-mail to both the ERO Field Office COR and the ERO RPA Team Mailbox. Please note that the requirement for submission of the Detention-Transportation Template is prior to and in addition to the invoice submission requirement already included in this contract. Please note that Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

1.11. Notification and Public Disclosures

There shall be no public disclosure regarding this contract made by the contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs. The government considers such information privileged or confidential.

1.12. Records, Visits, and Disclaimers

All records related to contract performance shall be retained in a retrievable format for the duration of the contract. The contractor shall, upon completion or termination of the contract, transmit to the government any records related to performance of the contract, in a format acceptable to the CO.

The contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration (NARA). Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, U.S. Code; 36 CFR 12; 41 CFR 201 subchapters A and B; Office of Management and Budget (OMB) Circular A-130; and Department of Justice (DOJ) Order 2710.8A, *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, U.S. Code.

All alien files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all alien files. The contractor shall be responsible for alien record keeping services and personal property. See Attachment 10 – Personal Property Operations Handbook.

The contractor shall safeguard all records related to the operation of the facility.

Except as provided below in the below paragraph, all records acquired or generated by the contractor in the contracting process or its performance of this contract or as a result of this contract, including records classified as Privacy Act systems of records, are federal records under the control of ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by a court.

ICE will comply with the provisions set forth in 6 C.F.R §5.7 “Confidential Commercial Information,” as applicable, in the event ICE intends to release the contract documents or any information relating to this contract, including clause (e) “Opportunity to Object to Disclosure” thereof. Insofar as any documents created by the contractor contain any information related to one or more ICE aliens, these records shall be the property of the ICE and all determinations regarding the disclosure of this information will be made by ICE in accordance with applicable federal laws, regulations, policies, and executive orders or as ordered by

a court. To the extent the contractor intends to release the contract or any information relating to the contract, the contractor agrees to coordinate with the CO and obtain ICE concurrence prior to any such release.

Contractor-owned records are considered the property of the contractor and are not within the scope of the paragraph above. Contractor-owned records include the following:

- a) contractor's employment-related records,
- b) contractor's patents, copyright, and trademark applications, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the government,
- c) contractor's non-public financial records not related to the performance of this contract, and
- d) contractor's records that are not related to performance of this contract.

All records acquired or generated by the contractor related to this contract and in possession of the contractor, including those described in the two paragraphs above, shall be subject to inspection, copying, and audit by the government or its designees at all reasonable times, and the contractor shall afford the government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the CO, the contractor shall deliver such records to a location specified by the CO for inspection, copying, and audit. The government or its designees shall use such records in accordance with applicable federal law, regulation, and policy (including, but not limited to, the Privacy Act), as appropriate.

This clause applies to all records created, received and maintained by the contractor without regard to the date of origination of such records, including all records acquired from a predecessor contractor or predecessor contract or intergovernmental service agreement. The requirements of this clause shall flow down to all sub-contractors of the contractor in performance of this contract.

The contractor shall notify the COR when a member of the U.S. Congress or any media outlet requests information or makes a request to visit the facility. The contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website:
<http://www.ice.gov/about/news/contact.html>.

The contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the U.S. government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

1.13. Federal Judiciary

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and contractor responses, specifically related to an alien, shall be made part of the alien's A-file.

1.14. Quality Control Plan (QCP)

The contractor is responsible for management and actions necessary to meet the standards set forth in the contract. The contractor shall provide an overall QCP that addresses critical operational performance

standards for the services required under this contract. The contractor shall provide a QCP to the CO and the COR for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the contractor of concurrence or required modifications to the plan before the contract start date. The QCP shall ensure that services will be maintained at an acceptable level. At a minimum, the contractor shall review and update the QCP on an annual basis or as required. The QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

1.15. Contractor's 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 the contract. Specifically, the government reserves its rights under the inspection of services and termination clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

1.16. Performance Evaluation Meetings

The contractor's representatives shall meet with the COR monthly or as deemed necessary by either party. These meetings will provide a management level review and assessment of contractor performance, and a discussion and resolution of problems.

1.17. Organizational Chart

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

1.18. Personnel and Staffing

1.18.1. Facility Staffing Plan and Key Personnel

The contractor shall have a staffing plan to effectively staff the facility in a safe and secure manner. The number, type and distribution of staff as described in the staffing plan shall be maintained throughout the term of the contract. . Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO and the COR, for approval prior to implementation and incorporation into this contract. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services staff, and 85% for all other departments of the approved staffing plan. The approved staffing levels for detention officers (custody) shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate. If the contractor does not provide health services, the health services staffing level does not apply.

Each month, the contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120-calendar days. Failure to fill any individual position within 120-calendar days of the vacancy may result in a deduction from the monthly invoice. In assessing deductions, ICE may also consider costs associated with overtime used to cover vacant positions.

Each month, the contractor shall submit to the COR any key personnel that will be absent from the

facility for over five-working days. If the key personnel will be absent for over five-working days and the contractor will not provide an “acting” position to backfill that key personnel position during the absence, the CO has the right to make a deduction based on the salary and benefits of the absent key personnel position.

1.18.2. Facility Floor Plan and Guard Post Map

The contractor shall provide a facility floor plan which clearly identifies all recommended detention guard posts and corresponding guard shift requirements (e.g., 24/7, 8-hours M – F, weekend-only, etc.). The floor plan shall be submitted with the facility staffing plan and shall be approved by the CO/COR prior to commencement of services under this contract.

Changes to the guard posts or shift requirements shall be approved by the CO/COR.

1.18.3. Employment Eligibility

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

Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this contract includes:

- a) Misconduct or negligence in employment.
- b) Criminal or dishonest conduct.
- c) Material, intentional false statement or deception of fraud in examination or appointment.
- d) Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel).
- e) Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- f) Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that 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 the applicant or appointee or others.
- g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. government by force.
- h) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
- i) Any other nondiscriminatory reason that an individual’s employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

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

Subject to existing law, regulations, and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the contractor, or with this contract. The contractor will ensure that this provision is expressly incorporated into any and all subcontracts or

subordinate agreements issued in support of this contract.

1.18.4. Key Personnel

The COR shall provide written approval before any employee is assigned as key personnel to perform duties under this contract. Rejection for any key personnel shall come in writing from the contracting officer. The contractor shall have key personnel employed and available for duty before the contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the CO. The following are considered key personnel for the contract. The contractor may use other titles.

- a) Warden/Facility Director. The warden/facility director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15-years, and have at least five-years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b) Assistant Warden/Assistant Facility Director. The assistant warden/facility director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three-years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) Health Services Administrator. The Health Services Administrator (HSA) must have a minimum of a accredited bachelor's degree related field of study (Master's degree preferred). Must have three-years of leadership experience, two-years management of programs and services experience. The HSA shall maintain current cardiopulmonary resuscitation (CPR)/Basic Life Support (BLS) certification and if the HSA holds a clinical license, it is their responsibility to fulfill the obligations of their licensing or certifying body to ensure continued status.
- d) Clinical Director. The Clinical Director shall have a Doctor of Medicine or Doctor of Medicine from a university in the United States or from a foreign medical school that provides education and medical knowledge equivalent to accredited schools in the United States as established by the National Committee on Foreign Medical Education and Accreditation and permanent certification by the Educational Commission for Foreign Medical Graduates. The Clinical Director shall have a minimum of six-years post residency experience providing direct patient care as a board certified physician in Family Medicine or Pediatrics as well as a minimum of three-years experience in the provision of clinical supervision and leadership to other medical professionals and ancillary clinic staff. The Clinical Director shall maintain current, full, and unrestricted license to practice medicine for the entirety of the employment term in the state in which the duty station is located. The Clinical Director shall also maintain the Basic Life Support (BLS) for Healthcare Providers certification through the American Heart Association and certifications in Family Medicine or Pediatrics by the American Board of Medical Specialties or American Osteopathic Association.

- e) Nurse Manager. The Nurse Manager must be a registered nurse (RN), have current and documented professional licensure to be an RN, and also have, at a minimum, an associate's degree in nursing from an accredited agency. The Nurse Manager shall have a minimum of six-years of professional nursing experience and also maintain current CPR/BLS certification as well as any professional credentials/certification appropriate to the job specialty.
- f) Mental Health Providers. Mental Health Providers shall only consist of Clinical/Counseling Psychologist, Licensed Clinical Social Workers (LCSWs), or Licensed Professional Clinical Counselors/Licensed Clinical Professional Counselors/Licensed Clinical Mental Health Counselors (LPC/LPCC/LCPC/LMHC/LCMHC) or equivalent. Clinical license must be independent and unrestricted. Licensed Marriage and Family Therapists (LMFTs) are not acceptable for CDFs without detained families. Staff must maintain appropriate licensure to conduct mental health evaluation, mental health and substance abuse treatment (i.e. psychotherapy – individual or group; clinical counseling, etc.), mental health diagnosis, segregation monitoring, serious mental illness (SMI), monitoring, and assessing suicidality/homicidality risk, and suicide watch contacts.
- g) Supervisory Detention Officers. Supervisors must have a minimum of one-year of experience as a detention officer and two-years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.
- h) Training Officers. Certified instructors shall conduct all instruction and testing of contractor personnel. A state- or national-level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- i) Quality Assurance Manager. The quality assurance manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three-years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- j) Corporate Security Officer: The corporate security officer will interface with the ICE Office of Professional Responsibility (OPR) Personnel Security Division (PSD) through the COR on all security matters, to include physical, personnel, and protection of all government information and data accessed by the contractor.

1.18.5. Supervisory Staffing

The contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions and upholding the work requirements of all personnel assigned under the contract. The contractor shall provide the COR with the names of supervisory detention officers designated by the contractor before commencement of services.

In the absence of the facility director, another qualified person who meets the position and security clearance requirements shall temporarily fill that position. This individual shall perform job duties of the facility director and interface with the CORs and/or designated ICE Officers and the CO on all contract-related matters.

1.18.6. On-Call Stationary Guard Services

The contractor shall provide on-call guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding aliens for medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the contractor under its policies, procedures, and practices will perform such services. The contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, alien monitoring, visitation, and contraband control. Such assignments may include, but are not limited to, medical appointments of aliens. The alien shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.

The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official shall notify the contractor four-hours in advance of such need and of a schedule for the remote post to be manned. The contractor shall provide, at a minimum, two officers for each remote post unless the COR specifies additional guards are required.

The following is applicable to the above posts:

- a) All on-call posts require at least one guard that is of the same sex as the alien.
- b) Additional officers for each post may be required at the direction of the COR.
- c) All meals shall be provided by the contractor when the alien(s) are in the custody of the contractor.
- d) The contractor is responsible for providing security and preventing escapes.

1.18.7. Armed Transportation Services

The contractor shall provide all such ground transportation services as may be required to transport aliens securely, in a timely manner, to locations as directed by the COR or designated ICE official, including transportation to various appointments. Regular transportation to key sites shall be provided as necessary and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation. See Attachment 2 – Anticipated Transportation Routes.

The contractor shall assign, at a minimum, [REDACTED]-person teams of transportation officers available 24-hours-a-day, 7-days a week, including weekends and holidays. When transporting aliens of the opposite sex, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival. Except in emergency situations, a single transportation staff member may not transport a single alien of the opposite sex. Further, if there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same sex as the alien(s) must be present.

The contractor shall furnish suitable vehicles in good condition, approved by the government and in accordance with the NDS 2025 requirements. The contractor shall comply with all federal and state laws regarding inspections, licensing, and registration for all vehicles used for transportation.

The contractor shall provide parking spaces at the facility for the transportation vehicles.

The contractor is not restricted from acquiring additional vehicles as deemed necessary by the contractor at no cost to the government. The contractor shall not allow employees to use their privately-owned vehicles to transport aliens. The contractor shall furnish vehicles equipped with interior security features in accordance with NDS 2025. Vehicles furnished by the contractor shall be 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 provide physical separation of aliens from transportation officers. The contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation or utilization.

Personnel provided for transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as other contractor detention officer personnel. Transportation officers shall have the requisite state licenses for commercial drivers with the proper endorsement limited to vehicles with automatic transmission and meet the federal and state licensing requirements.

All transportation detention officers shall be armed.

The contractor shall supply and maintain restraint equipment, per NDS 2025 Standard 1.2 "Transportation (by Land)." ICE personnel reserve the right to approve such restraint equipment, as well as the right to inspect such equipment.

The contractor shall comply with ICE transportation standards related to the number of hours the contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official; overnight lodging expenses shall be billed at rates not to exceed the applicable General Services Administration (GSA) per diem rates.

Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.

The contractor shall, upon order of the COR, or upon a decision in an urgent medical situation, transport an alien to the hospital. An officer, or officers, shall keep the alien under constant supervision 24 hours per day until the alien is released from the hospital, or at the order of the COR. The contractor shall transport the alien to the detention facility.

The COR may direct the contractor to transport aliens to unspecified, miscellaneous locations, within a 275-mile driving distance of the facility.

If the COR or ICE-designated official provides documents to the contractor concerning a transported or escorted alien(s), the contractor shall deliver these documents only to the named authorized recipients or his or her designee. The contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. The contractor shall provide a secondary form of communication in the event the primary form of communication becomes inoperable while in transit.

The contractor shall provide fully operational radios assigned to each contract officer (including relief officers). The contractor shall maintain a serviceable, in stock, back up quantity of radios that are adequate for all staff and enough to cover backup staff and/or repairs and downtime.

The transporting of aliens shall not be limited to any specific classification level and may potentially include juveniles and family units.

ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the facility must support transportation to and from locations as directed by ICE COR or designee. All transportation reports must be submitted to the COR within two-business days of trip completion.

Monthly Status Report: This report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload template (see Attachment 8A – G-391 Upload Template and Attachment 8A – G-391 Data Collection Categories and Descriptions). A breakdown of hours and personnel will also be provided and divided into transportation guard hours and stationary guard hours. This breakdown will be provided monthly in the contractor's format along with the G-391 upload template and provided to the COR. A breakdown of vehicles used (year, model, and capacity) will also be required if using contractor-owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month. The government reserves the right to update the attached G-391 Upload template or to provide an updated means of uploading transportation data to fix issues, expand capabilities, and improve performance of the worksheet.

If ICE authorizes the contractor to use government furnished vehicles, the following requirements apply to this contract.

- a) ICE will provide the contractor with government vehicles and government fleet cards (for the purchase of fuel) for the purpose of transporting aliens to and from ICE designated facilities, or alternative transportation sites. The vehicles assigned for this purpose will remain the property of the government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered by the government's Fleet Management Program.
- b) The contractor agrees to be responsible to reimburse ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the contractor, its employees and or persons acting on behalf of the contractor. The contractor shall be responsible to promptly report any accidents or damage to the government vehicles in accordance with any ICE policies that pertain to reporting such damage. The contractor agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the government vehicles.
- c) In addition, the contractor agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the contractor, agents, or other persons acting on behalf of the contractor. The contractor agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the contractor employees or agents, the contractor agrees to reimburse ICE for said settlement or adverse judgment.
- d) In order for ICE to maintain accurate fleet records of the transportation services, the contractor shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage

for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used.

- e) The COR will provide forms to the contractor to request and authorize routine maintenance of vehicles.
- f) The contractor shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees, or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.

1.18.8. Health Requirements for All Detention Officers

The contractor is solely responsible for ensuring employees can perform essential functions described within this contract, with reasonable accommodation, if applicable. All officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30-days prior to initial assignment.

1.18.9. Employee Health and Health Records

<https://www.osha.gov/law-regs.html> <https://www.osha.gov/Publications/QandA/osha3160.htm>

Employee health files for all contractor employees must be maintained on-site, in a locked cabinet. Health files are to be maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

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

The contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract as long as they meet all subsequent vaccine schedule requirements until fully vaccinated.

1.18.10. Minimum Staffing Requirements

Exclusive of the agreed upon ramp periods, the contractor shall fully staff the facility to secure, control, and supervise aliens in custody regardless of the population. The contractor shall ensure daily detention officer assignment rosters, by shift, are maintained. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24-hours in advance. Shift rosters must be provided to the COR daily.

1.19. Recommended Immunizations

Individuals employed by the contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. These diseases are vaccine preventable. The vendor is required to abide by all OSHA workplace safety requirements including those related to vaccinations. The following vaccinations are highly

recommended for the contractor's personnel.

- a) Hepatitis A
- b) Hepatitis B

(Note: The U.S. OSHA Blood-borne Pathogens Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material with the Hepatitis B vaccination series. Refer to OSHA regulations:

https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html

- a) Varicella.
- b) Measles, Mumps, Rubella.
- c) Diphtheria, tetanus, a-cellular pertussis.
- d) Annual seasonal influenza.

The contractor's personnel will provide immunization documentation or titer results to the health services administrator or the employer's designee for placement in the employee health file. It is recommended that the CDCs Immunization of Healthcare Workers: Recommendations of the Advisory Committee on Immunization Practices and the Hospital Infection Control Practices Advisory Committee be used as a reference for employee health immunization issues.

If requested by the COR, the contractor shall make medical records of contract employees available for review. Prior to the officer's initial assignment or reassignment to the facility, the contractor shall certify in writing to the COR that each detention officer is in full compliance with the following:

- a) Staff shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.
- b) Detention officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; and (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by- case basis by the COR.
- c) Detention officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
- d) Detention officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
- e) Detention officers shall possess unimpaired use of hands, arms, legs, and feet. Detention officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
- f) Detention officers shall be able to wear all necessary equipment, or other protective items.
- g) Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation

- involving mental stress.
- h) As required by the OSHA, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The contractor shall be responsible for re-testing of employees annually.
 - i) The contractor shall report immediately any changes to (1) through (8) above, in a detention officer's health status to the COR. If the COR determines that contractor employees do not meet minimum health standards, the contractor's employee must undergo a "Fitness for Duty" examination at no cost to the government.
 - j) Officers must have no hearing defects or no hearing defects with the use of a correctable device.

1.20. Contractor Staffing and Employee Requirements

The contractor shall provide employee requirements or policies, which, at a minimum, address the following:

- a) Organization.
- b) Recruiting procedures.
- c) Opportunities for equal employment.
- d) Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits.
- e) Screening employees for illegal drug use.
- f) Holidays, leave, and work hours.
- g) Personnel records, employee evaluations, promotion, and retirement.
- h) Training.
- i) Standards of conduct, disciplinary procedures, and grievance procedures.
- j) Resignation and termination.
- k) Employee-management relations.
- l) Security, safety, health, welfare, and injury incidents.

The contractor shall provide a copy of the rules or policies to facility employees. Upon request by the COR, the contractor shall document that all employees have reviewed a copy of the requirements or policies.

1.20.1. Minimum Standards of Employee Conduct

The contractor 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 each employee beginning work under this contract. The contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but shall include:

- a) Employees shall not display favoritism or preferential treatment to one alien, or group of aliens, over another.
- b) Employees shall not discuss or disclose information from alien files or immigration cases, except, when necessary, in the performance of duties under this contract.
- c) The employee may not interact with any alien 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 alien, any alien'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 aliens, alien's family, or associates.

- d) The employee shall not enter any business relationship with aliens or their families (e.g., selling, buying, or trading personal property).
- e) The employee shall not have any outside or social contact with any alien, 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.
- f) 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.
- g) The contractor 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 contractor either to report a known violation or to take appropriate disciplinary action against an offending employee or employees shall subject the contractor to appropriate action including possible termination of the contract for default.
- h) The contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The contractor is specifically prohibited from hiring active-duty military personnel and civilians employed by the government to perform work under this contract.

1.20.2. Minimum Personnel Qualification Standards

The contractor shall ensure that each person employed by the firm or any subcontractor(s) has a social security card issued and approved by the Social Security Administration and shall be a U.S. citizen or a person lawfully admitted into the U.S. for permanent residence, have resided in the

U.S. for the last five-years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent, and obtain a favorable suitability for employment determination. Each employee of the contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

- a) All employees shall be a minimum of 21-years of age.
- b) Employees shall have at least one-year of general experience that demonstrates the following:
 - i. The ability to greet and deal tactfully with the general public.
 - ii. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports.
 - iii. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities.
 - iv. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
- c) All employees on this contract must maintain current/physical residency in the continental

U.S.

- d) All qualified, armed employees working as transportation officers shall have a minimum of one-year of experience as a law enforcement officer, military policeman, or as a security officer. A degree in a related or appropriate field/discipline may substitute for experience (i.e., detention, corrections, criminal justice, etc.). If a transportation officer does not meet the one year experience noted above, they shall be partnered with an individual who has the one year experience.

1.20.3. Random Drug Testing

The contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The contractor shall order and accomplish drug screening at the contractor's expense. A laboratory approved by the National Institute of Drug Abuse shall perform the screening. The contractor shall provide the results of all such drug screening to the COR within 24-hours after receipt.

1.20.4. Contraband Program and Inspection

A contraband control program shall be established in accordance with NDS 2025 on contraband and ACA standards.

The contractor's employees will be 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 contractor shall immediately remove the employee from performing duties under this contract. The contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

1.20.5. Required Documentation

All contractor personnel must provide documentation regarding the following: History of testing for TB within the last 12-months:

- a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable.
- b) Additionally, on an annual basis and at own expense, the contractor shall provide a current tuberculin skin test or interferon-gamma release assays test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI and follow up as appropriate in accordance with CDC guidelines.

1.20.6. Removal from Duty

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

- a) Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
- b) Possessing a record of arrests for continuing offenses.

- c) Falsification of information entered on suitability forms.
- d) Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
- e) 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.
- f) 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.
- g) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
- h) Introduction of contraband into or unto the facility.

ICE may direct the contractor 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 CO. The contractor shall act 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:

- a) Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook."
- b) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
- c) 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.
- d) 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.
- e) Theft, vandalism, immoral conduct, or any other criminal actions.
- f) Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects.
- g) Unethical or improper use of official authority or credentials.
- h) Unauthorized use of communication equipment or government property.
- i) Misuse of equipment or weapons.
- j) Violations of security procedures or regulations.
- k) Recurring tardiness.
- l) Undue fraternization with aliens as determined by the COR.
- m) Repeated failure to comply with visitor procedures as determined by the COR.
- n) Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, an alien escape.
- o) Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
- p) Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
- q) Contractor 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 contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with aliens

pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the contractor shall remove the employee from work under this contract and other ICE contracts.

1.20.7. Tour of Duty Restrictions

The contractor shall not utilize any uniformed contractor employee to perform duties under this contract 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; provided, however, the contractor may utilize uniformed employees to perform duties under this contract for up to 16-hours in any 24-hour period in the event of an emergency or other non-routine circumstances. If an employee is performing other duties for either the contractor or another employer, those hours shall count against the 12-hour or 16-hour limitation. Employees performing transportation duties can work up to 15-hrs. in a 24-hour period as needed in accordance with U.S. Department of Transportation regulations.

1.20.8. Dual Positions

If a supervisory detention officer is not available for duty the contractor shall 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 CO the failure of the contractor to provide necessary personnel to cover positions.

1.20.9. Post Relief

As indicated in the post orders, the detention officer shall not leave his or her post until relieved by another detention officer. The contractor or contractor's supervisor authorizes rest or relief periods, the contractor shall assign undesignated officers to perform the duties of the detention officers on break.

1.20.10. Personnel Files

The contractor 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 contract. The files shall contain verification of training and experience and credentials for all staff.

1.21. General Training Requirements

All officers must have the training described in the ACA Standards and in this sub-section. The contractor 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 enough reason to disqualify him or her from duty.

All new detention officers will receive 60-hours of basic training, not including firearms, prior to EOD and 40-hours of on-the-job training. The contractor's training officer will be responsible for administering an on-the-job training (OJT) program for new employees. A senior detention officer, always during the 40-hour OJT period, must accompany the detention officers. The contractor shall provide a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100-hours of training, the contractor has 60-days to complete an additional 40-hours of training for each employee. During the remainder of the first year on duty, the contractor shall provide the employee an additional 40-hours of training for a total of 180-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.

Detention officers shall not perform duties under this contract until they have successfully completed all initial training, and the COR receives written certification from the contractor. Alternative or e-training techniques, unless approved in writing by the CO via the COR, shall not be used.

1.21.1. Basic Training Subjects

Officers must complete the training required in accordance with the ACA and NDS 2025. Required training may include, but not be limited to, the following:

| | |
|--|-------|
| In-service Orientation | 2-HRS |
| Counseling Techniques/Suicide Prevention and Intervention* | 2-HRS |
| Conduct/Duties/Ethics and Courtroom Demeanor | 2-HRS |
| Bomb Defense and Threats | 1-HR |
| Telephone Communications/Radio Procedures | 1-HR |
| Annual IT Security Training | 1-HR |
| Fire and other Emergency Procedures | 2-HRS |
| Treatment and Supervision of Aliens | 2-HRS |
| ICE Use of Force Policy | 2-HRS |
| Security Methods/Key Control/Count | 1-HR |
| Procedures/Observational Techniques | 4-HRS |
| Sexual Harassment | 2-HRS |
| Alien Escort Techniques | 1-HR |
| ICE Paperwork/Report Writing | 2-HRS |
| Alien Searches/Alien Personal Property | 4-HRS |
| Property/Contraband | 2-HRS |
| Alien Rules and Regulations | 2-HRS |
| First-Aid* | 4-HRS |
| Cardiopulmonary Resuscitation (CPR)* | 4-HRS |
| Blood-borne Pathogens* | 2-HRS |
| Self Defense | 8-HRS |
| Use of Restraints | 5-HRS |
| Firearms Training** | |
| Sexual Abuse/Assault Prevention and Intervention* | 2-HRS |
| ICE 2025 National Detention Standards | 2-HRS |
| Disability Accommodations | 1-HR |
| Language Access and Effective Communications | 1-HR |
| Cultural Competency | 1-HR |

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA Standards and NDS 2025. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical training subjects*

*** Firearm training for detention officers who are required to provide Armed Transportation*

shall be in accordance with state licensing requirements. The contractor shall certify proficiency in accordance with state requirements.

1.21.2. Refresher Training

Annually the contractor shall conduct 40-hours of refresher training for all detention officers including supervisory detention officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The contractor shall coordinate recertification in CPR and first-aid as required. Annually, upon completion, the contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all detention officers, supervisors must receive refresher training relating to supervisory duties.

1.21.3. On-the-Job Training

After completion of the minimum of 60-hours basic training, all detention officers will receive an additional 40-hours of on-the-job training at specific post positions.

This training includes:

- a) Authority of supervisors and organizational code of conduct.
- b) General information and special orders.
- c) Security systems operational procedures.
- d) Facility self-protection plan or emergency operational procedures.
- e) Disturbance Control Team training.

1.21.4. Training During Initial 60-Day Period

The contractor shall provide an additional 40-hours of training for detention officers within 60-days after completion of first 100-hours of training. The contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

1.21.5. Basic First-Aid and CPR Training

All contractor employees shall be trained in basic first-aid and CPR. They must be able to:

- a) Respond to emergency situations within four minutes.
- b) Perform CPR.
- c) Recognize warning signs of impending medical emergencies.
- d) Know how to obtain medical assistance.
- e) Recognize signs and symptoms of mental illness.
- f) Administer medication.
- g) Know the universal precautions for protection against blood-borne diseases.

1.21.6. Supervisory Training

All new supervisory detention officers assigned to perform work under this contract must successfully complete a minimum of 40-hours of formal supervisory training provided by the contractor prior to assuming duties. This training is in addition to mandatory training requirements

for detention officers. Supervisory training shall include the following management areas:

| | |
|--|--------|
| Techniques for issuing written and verbal orders | 2-HRS |
| Uniform clothing and grooming standards | 1-HR |
| Security post inspection procedures | 2-HRS |
| Employee motivation | 1-HR |
| Scheduling and overtime controls | 2-HRS |
| Managerial public relations | 4-HRS |
| Supervision of aliens | 4-HRS |
| Other company policies | 4-HRS |
| Non-violent Crisis Intervention | 8-HRS |
| ICE 2025 National Detention Standards | 12-HRS |

Additional classes are at the discretion of the contractor with the approval of the COR. The contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

1.21.7. Proficiency Testing

The contractor shall give a written examination following each training class to display proficiency. To pass any examination, employees must achieve a minimum of 80-percent. Should an employee fail the written test on the initial attempt, the employee shall be given additional training and be given one additional opportunity to retake the test. If the employee fails the second attempt, the contractor shall remove the employee from the contract.

1.21.8. 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 COR. Certifications of instructors may be established by documentation of experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

1.21.9. Training Documentation

The contractor shall submit a training forecast and lesson plans to the COR or ICE-designee at least 30-days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The contractor 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.

1.22. Uniforms

The service provider shall provide uniforms to its employees, such as khaki pants and polo shirts. The design and color of the service provider's uniforms shall not be similar to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Supervisory personnel should wear different color shirts to distinguish them from line staff. Each officer shall wear an identification nametag over the right breast shirt pocket. Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall

be clean, neat, and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, and key-holder. The service provider shall ensure that each officer has a complete uniform. Prior to the agreement performance date, the service provider shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall have the right to approve or disapprove any uniform apparel.

1.22.1. Identification Credentials

The contractor 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 contractor 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 credential is issued.
- b) A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated contractor personnel.
- c) To avoid the appearance of having government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

1.22.2. Permits and Licenses

The contractor shall ensure each employee has registrations, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to Entry on Duty (EOD). The contractor shall verify all licenses and certifications. If applicable, all contractor staff shall possess a current license/registration, in the state in which they are practicing.

1.23. Jurisdiction

The contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The contractor shall not extend its services into any other areas.

1.23.1. Encroachment

Contractor employees shall not have access to government equipment, documents, materials, or telephones for any purpose other than as authorized by ICE. Contractor employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

1.23.2. Work Schedules

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

1.23.3. Post Work Schedules

One week in advance, the contractor 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 monthly. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in enough time to ensure 24-hour advance notice. At the completion of each shift, the contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours, 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. A supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the contractor at the direction of the COR or ICE supervisor on duty may reassign him/her to another post.

1.23.4. Starting and Stopping Work

The contractor is responsible for all employees to be in complete 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.

a) Recording Presence

The contractor 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 contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139 (see 1.25), or equivalent. The government shall specify the registration points, which will be at the protected premises, and the contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "supervisor" in the rank column on GSA Form 139; 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 contractor.

Each line on GSA Form 139, 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 any one 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 contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

b) Rest Periods

When the contractor or a contractor supervisor authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

c) Work Relief

When the work assignments require that the contractor'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 contractor shall enforce the procedure without exceptions.

1.24. Health and Medical Care Policies

The contractor shall comply with written policies and procedures for appropriately addressing the health needs of aliens in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a) Policies and procedures for prompt summoning of emergency medical personnel.
- b) Policies and procedures for evacuation of aliens, if deemed necessary by qualified medical personnel.
- c) Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.

1.25. Hospitalization of Aliens

Upon order of the COR or designated ICE officer, or in an emergency, the contractor shall take custody of and safeguard alien(s) at a hospital or clinic when the alien(s) are undergoing medical examination. The contractor shall remain until relieved by another employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The aliens shall not use telephones unless the contractor receives prior approval from the COR or other designated ICE official. Contractor employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Alien visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the alien is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the alien. The contractor is obligated to relay messages as requested by the alien to the COR or other designated ICE official.

1.26. Facility Requirements for Infectious Disease Screening

The contractor will ensure that there is adequate space and equipment to provide medical intake screening including TB screening within the intake processing area.

1.27. Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area shall be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

1.28. Required Administration and Management Services

1.28.1. Manage the Receiving and Discharge of Aliens

During the admissions process, aliens must undergo screening for medical purposes, have their files reviewed for classification purposes, 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 aliens.

The contractor shall ensure aliens are classified appropriately using objective criteria. Aliens will be classified upon arrival, before being admitted to the general alien population. The contractor will periodically re-classify aliens, in accordance with the NDS 2025.

The contractor may be required to access and utilize ICE detention booking system to properly book aliens in and out of ICE custody.

The contractor shall effectuate departures. Effectuating departure requires contractor employees to perform alien-related activity including, but not limited to: positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried out, and done and in transactions involving the alien(s), when required in a legal setting, deposition, or court of law.

Aliens that are released should, prior to release, be given the opportunity to make a free phone call to arrange for pick up from the facility.

Aliens that are released shall be transported to a local airport, bus terminal, train station, or subway station prior to the time the last departure of their final destination, so the released individual would depart the same day, and not be required to spend time overnight in a transportation terminal. The time, point, and manner of release from a facility shall be consistent with safety considerations and consider special vulnerabilities.

If public transportation is within walking distance of the facility, aliens shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, the facility must provide transportation for any alien who is not reasonably able to walk due to age, disability, illness, mental health, or other vulnerability. In addition, the facility must provide transportation for any alien because of weather or other environmental conditions at the time of release that may endanger the safety of the alien.

If an alien resided in the local area near the facility prior to arrest and is released to the same local area upon release, they shall be provided with a list of shelter services available, along with directions to each shelter. ICE may provide the contractor with national resource information to be distributed by the contractor to aliens upon release. These include lists of resources such as national hotline information.

As practicable, aliens shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear that is weather-appropriate for their final destination.

1.28.2. Manage and Maintain a Commissary

A commissary shall be operated by the contractor as a privilege to aliens who will have the opportunity to purchase from the commissary at least once per week. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The contractor may assess sales tax to the price of items if state sales tax is applicable.

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest-bearing account, the interest earned shall be credited

to the aliens. Any expenditure of funds from the account shall only be made with the approval of the CO. Any revenues earned in excess of what is required for commissary operations shall be used solely to benefit aliens at the facility. Using these funds for any expense for which the contractor is required to pay is prohibited. The contractor shall provide independent auditor certification of the funds to the COR every 90-days.

At the end of the contract period, or as directed by the CO, a check for any profits remaining in this account associated with alien commissary purchases shall be made payable to the Treasury general trust fund. The contractor shall coordinate with the COR to return funds as required.

Aliens 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.

1.28.3. Manage and Account for Alien Assets (Funds, Property)

The contractor is responsible for all alien personal property (i.e., stolen/misplaced goods due to contractor negligence and/or mishandling of alien personal property). The contractor shall have written policies and procedures in managing personal property.

The safeguarding of personal property 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.

Written procedures shall be established for returning funds, valuables, and personal property to an alien being transferred or released that adheres to the requirements of ICE policy. The contractor shall ensure that all aliens who are scheduled for either transfer or release are given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the alien. This includes the out-processing of aliens on all removal flights. For such removal flights, the contractor will provide all necessary items for removal processing.

1.28.4. Securely Operate the Facility

Staff responsible for lock maintenance shall receive training and be certified from a government-approved training program specializing in the operation of locks and locking mechanisms.

The contractor shall provide constant less than lethal armed perimeter surveillance of the facility.

The facility shall have 100% auxiliary power.

1.28.5. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with NDS 2019, Standard 2.11, Sexual Abuse and Assault Prevention and Intervention, and all facility requirements of the DHS PREA (Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities, 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 9 – Prison Rape Elimination Act Regulations. This program shall include training and/or information that is given separately to both staff and aliens.

1.28.6. Visitation

The facility's perimeter will ensure that aliens remain within, and that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted in accordance with the relevant provisions of NDS 2025 or as directed by ICE. For the safety and privacy of the aliens, no videotaping or audio recording devices are permitted by visitors or others (including contractor employees) within the secure perimeter without prior approval from ICE. This prohibition does not include approved closed-circuit television cameras operated by the contractor or the government for security purposes.

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

The contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The contractor shall inform all personnel of the confidential nature of ICE alien information.

The contractor shall restrict access to data information pertaining to ICE aliens 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, the service provider shall not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

The contractor may not disclose information pertaining to ICE aliens to a third party without written permission from the COR.

The contractor shall develop a procedural system to identify and record unauthorized access or attempts to access ICE alien information. The contractor shall notify the COR or ICE-designee within four-hours of a security incident.

1.29. Non-Segregated Protective Custody Housing

If the facility census, population demographics and classification housing restrictions allow, with direction from ICE, the facility shall include at least one non-segregated (i.e., not a segregation housing unit) protective custody housing option for placing aliens who may benefit from a more supportive or specialized general population setting together by biological sex. This unit would be used as an alternative to prolonged placement in administrative segregation. The intended population for this housing option may include individuals who have been identified as having a vulnerability, at increased risk in detention, and/or who feel safer in a protective-custody-like setting (i.e., an alternative for those who request administrative segregation for protective custody reasons). The number of non-segregated protective custody housing options should appropriately reflect the facility population, and at a minimum, include both male and female housing options (if the facility houses female population).

The facility will determine an alien's risk and appropriateness for non-segregated protective custody housing during intake or any time while the alien is in custody. Non-segregated protective custody housing unit(s) are in addition to segregation or medical housing.

Placement in non-segregated protective custody housing may be based on a range of factors, including, but not limited to, request by an alien (in lieu of protective custody administrative segregation), mental health needs, cognitive impairments, age, disability, or other identified vulnerability. Non-segregated protective

custody housing criteria shall not be prescriptive, but rather based on an individualized assessment of risk and vulnerability.

Non-segregated protective custody housing will operate like a general population unit in terms of freedom of movement, and ICE detention standards for general housing will apply. Aliens in non-segregated protective custody housing will have equal access to all facility services and programming available to aliens in general population housing and shall not include any limitations not also applied to general population.

Non-segregated protective custody housing units shall be staffed by facility personnel who should be trained in working with vulnerable populations and trauma-informed care. Staff-to-alien ratios are expected to be higher than in general population housing units to provide for heightened security and care. The housing unit personnel will provide additional assistance (as needed) to aliens, including an enhanced facility orientation in the alien's language on facility programs and services and how to use various communication mechanisms (i.e., paper forms/requests, telephones, and tablets, where available) to communicate with facility staff, ERO, and external parties such as family and legal representatives.

Additional programming applicable to the population in non-segregated protective custody housing units shall be offered. Non-segregated protective custody housing units shall include self-help materials and pro-social organized activities, including those which will assist with promoting a calm environment. The contractor is expected to be knowledgeable in and implement effective programming for non-segregated protective custody housing units which are also responsive to the populations needs.

The facility shall maintain a multi-disciplinary team to oversee and manage placement in non-segregated protective custody housing units. The multi-disciplinary team may be the same group that conducts the weekly review of segregation placements but shall at least include behavioral health staff, custody staff, and a facility supervisor. Intake staff will identify and refer prospective candidates for the non-segregated protective custody housing unit to the multi-disciplinary team. Aliens may also request placement in non-segregated protective custody housing at any time while in the facility for consideration by the multi-disciplinary team. Monthly individualized assessments by the multi-disciplinary team will consider behavioral health and/or other factors which were the basis for placement in the non-segregated protective custody housing unit. The facility will document/track admissions to and departures from the non-segregated protective custody housing unit(s) and the reason for placement in and removal from the unit.

1.30. 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 shall include, but not be limited to, gang affiliations; domestic terrorist groups; tracking of aliens having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; alien financial information; alien telephone calls; visiting room activity; and actions of high-profile aliens. The contractor shall share all intelligence information with the government.

1.31. ICE Notifications

The contractor shall immediately report all serious incidents as outlined in the detention standards to the field office director or designee and 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 aliens in restraints more than eight-hours);

assaults on staff/aliens 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 alien cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the contractor 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, aliens, and the general public.

1.31.1. Manage an Alien Death

In the event of an alien death, the contractor shall immediately notify the COR or ICE designated official and submit a written report within 24-hours. The contractor 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 alien's file. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the consular officer of the alien's country of legal residence.

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 contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the consular officer of the alien's country of legal residence.

1.32. Property Accountability

1.32.1. General

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 Attachment 16 – Structured Cable Plant Standard.

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

The contractor personnel shall not permit any government property to be taken away or removed from the premises. The contractor 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.

All government property furnished under this contract shall remain property of the government throughout the contract term. ICE shall maintain a written inventory of all government property issued to the contractor for performance hereunder. Upon expiration or termination of this contract, the contractor shall render a written accounting to the COR of all such property. The contractor shall assume all risk and shall be responsible for any damage to or loss of government furnished property used by contractor employees. Normal wear and tear will be allowed.

The contractor, upon expiration or termination of services, shall immediately transfer to the COR, 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 contractor shall cooperate fully in transferring property to the successor contractor. The government shall withhold final payment until adjustments are made for any lost property.

1.32.2. Use of government Wireless Communication Devices

All personnel that have been issued a federal government owned wireless communication device, including, but not limited to, cellular telephones, pagers, or wireless Internet devices, are authorized to possess and use those items in all areas of the facility. Cellular, telephone, and wireless boosters shall be provided, installed, and maintained by the contractor to ensure optimal service throughout the facility and ICE and/or DOJ administrative areas.

1.33. Firearms / Body Armor

1.33.1. Firearms Requirements

The contractor shall provide well maintained and serviceable or new firearms and maintain enough licensed firearms and ammunition to equip each armed detention officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to replacement employees throughout the life of the contract if the firearm is in serviceable condition. See Attachment 12 – ICE Firearms Policy.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated, and older ammunition utilized prior to utilization of newer ammunition. All firearms shall be licensed by the State. Armed officers are required to obtain a class G license.

The contractor shall provide enough ammunition for each armed detention officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately. The contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

Firearms shall be inspected. This shall be documented by the warden/facility director. Loading, unloading, and cleaning of the firearms shall only take place in designated areas. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools). The firearms shall be cleaned and oiled as appropriate to ensure optimum operating condition.

The contractor shall obtain and maintain on file appropriate state and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three-working days prior to the anticipated assignment date of any individual. The contractor shall ensure that its employees always have all permits and licenses in their possession while in performance of this contract.

The contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet ICE requirements and are approved for the storage of firearms and ammunition. The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register. Except when issuing or returning ammunition or firearms, each safe/vault shall always remain locked. The contractor shall change the combination of each safe/vault changed at least once every six-months, or more often if circumstances warrant.

The contractor shall certify firearms training to the COR. The contractor shall certify staff proficiency in accordance with state frequency requirements.

The contractor shall provide an ICE approved intermediate weapon(s).

The contractor shall assign one or more contractor staff to the positions of Ammunition control officer and Firearms control officer.

1.33.2. Body Armor Requirements

The contractor shall provide body armor to all armed detention officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Attachment 12 – ICE Firearms and Use of Force Handbook.

The contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed detention officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When detention officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally-owned body armor is not authorized.

Additional Equipment: The contractor shall provide the following equipment for each officer performing services under this contract: Metal handcuffs and a handcuff carrying case. Handcuffs shall be equal to or better than the basic Smith & Wesson brand. One mini-mag or comparable size, operational flashlight with batteries and a belt holder. Inclement weather apparel appropriate to local conditions. Fully operational protection equipment that meets universal protection requirements. This includes, but is not limited to, gloves, face masks, ear, and eye protection. Hand restraints, leg restraints, and belly chains.

1.34. Records Management

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

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

The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The contractor shall not create or maintain any records containing any Government agency data that are not specifically tied to or authorized by the contract.

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

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

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

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

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

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

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

1.35. Deliverables

The following deliverables are required as described below.

| # | Deliverable | Due Date |
|---|---|---|
| 1 | Quality Control Plan | With proposal submission and finalized prior to award; updated as required. |
| 2 | Plans, Policy and Procedures Manual | 5-days after award of contract. |
| 3 | Standard Operating Procedures | Within 30-calendar days of award of contract. |
| 4 | Post Orders | Within 30-calendar days of award of contract; updated annually and as requested by the COR. |
| 5 | Communication Plan | With proposal submission; updated as needed. |
| 6 | Resumes of Key Personnel | As requested by COR. |
| 7 | Organizational Chart | With proposal submission and as requested. |
| 8 | Staffing Plan | With proposal submission and as requested by the COR. |
| 9 | Documentation of employee receipt of ICE Operations Policy/Procedure Manual | As requested by COR |

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| 10 | Contractor employee certification for standards of conduct | As requested by COR |
| 11 | Contractor employee violation of standards of conduct and disciplinary action | Reported immediately* to COR |
| 12 | Notification of change in employee's health status | Notification immediately to COR (immediate verbal report, with written follow-up) |
| 13 | Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency | Notification immediately to COR (immediate verbal report, with written follow-up). |
| 14 | Report of any on contract employee misconduct | Notification immediately to COR (immediate verbal report, with written follow-up). |
| 15 | e-QIP Security Process | Prior to EOD. |
| 16 | Physical Force Incident Reports | Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident). |
| 17 | Report of escapes | Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident). |
| 18 | Physical harm or threat to safety, health, or welfare | Reported to COR immediately (immediate verbal report, with written report within 24-hours of incident). |
| 19 | Drug Test Results | Upon EOD and as requested by COR, or reported immediately to COR upon found violation. |
| 20 | Emergency Call Back Roster | Quarterly; or as needed. |
| 21 | Training Plan; with Curriculum | Within 30-calendar days of award of contract; updated as needed. |
| 22 | Quarterly Training Forecast | Quarterly. |
| 23 | Training certification and reports for formal and on the job training (including Supervisors and refresher) | As requested by COR. |
| 24 | Daily Time Sheet | As requested by COR. |
| 25 | Emergency Action Plan to include Auxiliary Power procedures | Within 30-calendar days of award of contract; updated as needed. |
| 26 | Sexual Assault & Suicide Prevention Program | No later than the post award conference. |
| 27 | Firearms Training Certificates | Annually. |
| 28 | Employee Weapon Permit | To COR 3-days prior to EOD, and then thereafter as requested by COR. |

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| 29 | Notification of employee criminal activity | Reported immediately to COR and appropriate law enforcement agency. |
| 30 | Officer Testing Questions and Results | Post award, as needed by the COR. |
| 31 | Key, Tool Cabinet Inventory Class A and Class B Log | At the beginning of day and end of each shift. |
| 32 | Equipment Inventory | Within 30-calendar days after award of contract, then annually or as requested by COR. |
| 33 | Intervention Equipment Inventory | Within 30-calendar days after award of contract, then annually or as requested by COR. |
| 34 | Regular Tool Control Log | Monthly. |
| 35 | Detainee Volunteer Work Screening Form (Request Form) | As required. |
| 36 | Detainee Volunteer Work Program Training Form | As required. |
| 37 | ACA Accreditation | Within 18-months of contract award. |
| 38 | Proposed daily transportation routes | Within 30-calendar days of contract award. |
| 39 | Safety Devices/Equipment Training Plan | Quarterly. |
| 40 | Chemical Perpetual Inventory Sheet | As requested by COR. |
| 41 | Compliance and Independent Audit Report | Annually. |
| 42 | Key Indicators Report | Monthly, by 5 th of each month for previous month's data. |
| 43 | General Supply/Inventory Plan | Within 30-calendar days after award of contract, then annually or as requested by COR. |
| 44 | Commissary Inventory List | As requested by COR. |
| 45 | Statement of Detainee Funds Accounts | As requested by COR. |
| 46 | IT Security Plan | Within 30-calendar days after award of contract. |
| 47 | Finalized List of Approved Food Vendors | Within 30-calendar days after award of contract and upon any changes thereafter. |
| 48 | Prime Vendor/Food Service Expenditures | As requested by COR. |
| 49 | Employee Meal Ticket Sales Report | As requested by COR. |
| 50 | Number of Meals Served/Daily Meal Count | Quarterly or as requested by COR. |
| 51 | Detainee Records | Continuous. |
| 52 | Detainee Death | Reported immediately to COR (immediate verbal report, with written report within two (2) hours of incident). |
| 53 | Detainee Departure Documents | Continuous, prior to detainee departing. |

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| 54 | Detainee Volunteer Food Service Worker Contingency Plan | Within 30-calendar days of award of contract and after that anytime as requested by the COR. |
| 55 | 35-Day Regular Menu | Monthly. |
| 56 | Physical damage to the facility documentation | Immediate verbal report to COR, with written report within five (5) days. |
| 57 | Detainee Special Needs Menu | As requested by COR. |
| 58 | Daily Diet List (Medical & Religious) | As requested by COR. |
| 59 | Holiday Menus | Annually. |
| 60 | Emergency Food Preparation and Service Schedule | Within 30-calendar days of award of contract. |
| 61 | ACA Temperature Log Report (refrigerators, freezers, dishwasher temperatures and water) | As requested by COR. |
| 62 | Food Service Weekly Inspection Log | Weekly or as requested by COR. |
| 63 | Food Handler Certification | Maintained for all food service employees at all times, and as requested by COR. |
| 64 | Food and Non-Food Inventory | Monthly or as requested by COR. |
| 65 | Maintenance Service Work Orders | As requested by COR. |
| 66 | Common Fare Cost for Detainees | Quarterly, or as requested by COR. |
| 67 | Authorized Detainee Worker List Weekly Schedule | Weekly, or as requested by COR. |
| 68 | Detainee Volunteer Food Service Work Detail Pay List | Monthly. |
| 69 | Monthly Medical Inspection Corrective Actions | Monthly. |
| 70 | Certified Dietician In- Service Staff Training and Department Inspection | Quarterly, or as requested by the COR. |
| 71 | Medical Clearance including TB test | For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually. |
| 72 | Vehicle inventory log and interior specification for each vehicle type | Within 30-calendar days of award of contract, annually and as requested by COR. |
| 73 | Menu Cycle (Revisions and Registered Dietician Recertification of all menus) | Annually. |
| 74 | End of Month Food Service Cost Report, including Cost Per Meal Data | Annually. |
| 75 | Firearms Control Register | As requested by COR. |
| 76 | Surveillance Video | As requested by COR. |

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| 77 | Detainee or Contractor Employee Contraband Found Report | Immediately to COR (immediate verbal report, with written follow-up). |
| 78 | Staff Vacancy Report | To COR by 5 th of each month for previous month's data. |
| 79 | Additional Reports as requested by the COR | As needed. |
| 80 | Notice of facility readiness | 10-days prior to the end of the Transition Period. |
| 81 | Records related to performance by contractor | As requested by CO or COR at any time during the term of the contract or at termination/expiration. |
| 82 | Litigation | As requested by CO or COR at any time during the term of the contract or at/after termination/expiration. |
| 83 | Congressional Inquiry | Immediately to COR and CO (immediate verbal report, with written follow-up) to FOD, DFOD, COR, and CO. |
| 84 | Press statements and/or releases | To FOD, DFOD, & COR prior to release. |
| 85 | Correctional Officer assignment, Names of Supervisory Correctional Officers, and Shift Rosters | As requested by COR. |
| 86 | Overnight Lodging Requests | Advance of commencement of overnight trip. |
| 87 | Non-returned ID Badges/Credentials | Immediately to COR. |
| 88 | Intelligence Information | Immediately to COR. |
| 89 | Serious Incidents | Immediately to COR. |
| 90 | Contractor Employee Manual | Within 30-calendar days of award of contract and after that anytime as requested by the COR. |
| 91 | Any requested Detainee medical documentation | Immediately to COR. |
| 92 | Medical and Personnel Records of Contractor Employees | As requested by COR. |
| 93 | Contractor Business Permits and Licenses | Within 30-calendar days of award of contract and after that anytime as directed by COR. |
| 94 | Contractor Employee Registrations, Commissions, Permits, and Licenses | Prior to EOD and then after, as requested by COR. |
| 95 | Correctional Officer Post Assignment Record | As requested by COR. |
| 96 | Count Records | As requested by COR. |
| 97 | GSA Form 139 or ICE equivalent | As requested by COR. |
| 98 | Authorization to exceed a change in duty | To COR for approval prior to commencement of change of duty. |

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| 99 | Lost and Found | As requested by COR. |
| 100 | Security Incidents – computers | To COR within four (4) hours of incident. |
| 101 | Daily Detainee Manifest | As requested by COR. |
| 102 | Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP (see Attachment 5 and 5A) or NDS requirements | As outlined within the requiring document. |
| 103 | Spill Report | Immediately to COR. |
| 104 | Transition-Out | 1-week after notification of transition to new vendor. |
| 105 | Small Business Subcontracting Plan | Submitted with Proposal. |
| 106 | Operational Data/Metrics Summary | Due within three (3) days of request. |
| 107 | Risk Mitigation Chart | With Proposal Submission, updated as necessary. |

Note: The word “immediately” or “immediate,” as used above in the Deliverables Chart is defined as “as soon as reasonably possible.” The contractor should use prudent and reasonable judgement to determine the timeframe necessary to notify the government as defined above based on the situation, but it should not exceed a reasonable timeframe to notify the government.

The CO or COR will provide written acceptance, comments and/or change requests, if any, within 30-business days from receipt by the government of the initial deliverable.

Upon receipt of the government comments, the contractor shall have 15-business days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

If written acceptance, comments and/or change requests are not issued by the government within 30-calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product. The contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format as deemed appropriate.

1.36. Personnel Background Security Requirements

1.36.1. General

ICE has determined that performance of the tasks as described in this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as contractor) have access to sensitive DHS information, and that the contractor will adhere to the following.

1.36.2. Contractor Employee Fitness Screening

Screening criteria under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, Personnel Security, Suitability and Fitness Program, dated June 14, 2017, or successor thereto, and Title 5, CFR part 731, dated December 18, 2024, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Dishonest conduct;
- Excessive alcohol use, without evidence of rehabilitation, of a nature and duration that 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 the applicant or appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees);
- Violent conduct; and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity or promote the efficiency of the service.

Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (DHS PREA Standards) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have engaged in such activity.

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

1.36.3. Position Designation

In accordance with Title 5, CFR part 731, dated December 18, 2024, and 5 CFR 1400. Agencies are required to designate position risk and sensitivity level for all contractor employees to determine the commensurate level of background investigation. The public trust risk of a position is the assessment of the degree of potential damage to the efficiency or integrity of the service that could arise from misconduct by the incumbent in the position.

Therefore, once the contract is awarded and before the vendor starts submitting personnel for security vetting, the contractor will provide, through the CORs, a list of all positions, to include titles and specific description of the duties for each of positions assigned to support the contract.

1.36.4. Preliminary Fitness Determination

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor applicants/employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on

preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination by OPR PSD. No employee of the contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination by OPR PSD. Contract employees are processed under 5 CFR 731 dated December 18, 2024, and DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, or successors thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process. Sexual Abuse and Assault Prevention Standards implemented pursuant to Public Law 108-79 (DHS PREA Standards).

1.36.5. Background Investigations

Contractor employees (to include applicants, temporary, part-time, and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through OPR PSD. Contractor applicant/employees are nominated by a Contracting Officer Representative (COR) for consideration to support this contract via submission of the DHS Form 11000-25 and ICE Supplement to the DHS Form 11000-25 to OPR PSD. This contract shall submit the following security vetting documentation to OPR PSD, through the COR, within 10-days of notification of initiation of an Electronic Application for Background Investigations (eAPP), or successor thereto, in the Office of Personnel Management (OPM) automated on-line system:

1. Standard Form 85P (Standard Form 85PS (with supplement to 85P required for those with direct contact with detainees or armed positions)), "Questionnaire for Public Trust Positions" form completed online and archived by the contractor applicant/employee in their NBIS eAPP account.
2. Signature Release Forms (Three total) generated by NBIS eAPP upon completion of Questionnaire (e-signature recommended/acceptable). Completed online and archived by the contractor applicant/employee in their NBIS eAPP account.
3. Electronic fingerprints taken at an approved facility **OR** two (2) SF 87 Fingerprint Cards (current revision) sent to OPR PSD. Additional information regarding fingerprints will be sent to the contractor applicant/employee from OPR PSD.
4. Optional Form 306 Declaration for Federal Employment. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
5. Social Security Administration 89 form (SSA-89): Authorization for the Social Security Administration (SSA) to Release Social Security Number (SSN) Verification. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.

6. If occupying PREA designated position: Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards). This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSD.
7. One additional document may be applicable if the contractor applicant/employee was born abroad. If applicable, the document will be sent as an attachment in an e-mail to OPR PSD from the contractor applicant/employee.

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under transfer of trust. The questionnaire related to 6 CFR § 115.117 listed above in item 5 will be required for positions designated under PREA. OPR PSD will determine if personnel meet transfer of trust requirements at the initial stage of processing and prior to requesting a new security questionnaire.

With respect to break-in-service requirements for transfer of trust, OPM removed the 24-month break-in-service provision. This requirement is replaced with a new process, established in the Federal Personnel Vetting Investigative Standards issued by the Suitability, Credentialing, and Security Executive Agents, which expands this window of time up to sixty-months using a tiered, risk-based approach of graduated levels of investigation.

IAW 5 CFR 731 and E.O. 13764, the fixed five-year periodic reinvestigation for public trust positions and national security positions will soon be eliminated and only once personnel are enrolled in a continuous vetting program. Therefore, PSD will continue the reinvestigation process until this process is completed.

Required information for submission of security packet will be provided by OPR PSD at the time of award of the contract. Only complete packages will be accepted by OPR PSD as notified by the COR.

To ensure adequate background investigative coverage, contractor applicants/employees must currently reside in the United States or its Territories. Additionally, contractor applicants/employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor applicant/employee ineligible due to insufficient background coverage). This timeline is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024. Per DHS Sensitive Systems

Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007, Revision 2, dated August 10, 2024.

1.36.6. Continued Eligibility

ICE will exercise full control over granting, denying, and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in 5 CFR 731 and DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support.

The Federal Government is transitioning to Trusted Workforce (TW) 2.0. TW 2.0 is a whole-of-government background investigation reform effort overhauling the personnel vetting process by creating a government-wide system that allows transfer of trust across organizations. All contractor employees will be subjected to the transition and will be enrolled into a continuous vetting system. Enrollment will include multiple requirements from all personnel and potential changes to processes, procedures, and systems. This contract will comply with all requirements that facilitate the mandated transition to TW 2.0.

OPR PSD will evaluate concerns received via multiple sources under the continuous vetting process, to evaluate continued Fitness of contractor employees. If concerns cannot be mitigated, the contractor will be removed from the ICE contract upon notification from OPR PSD.

1.36.7. Required Reports

The contractor will notify OPR PSD, via the COR providing an ICE Form 50-005, Contractor Employee Separation Clearance Checklist, of all terminations/resignations of contractor employees under the contract within five-days of occurrence to the ICEDepartureNotification@ice.dhs.gov group box. The contractor will return any expired ICE issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

IAW DHS Instruction 121-01-007, Revision 2, dated August 10, 2024, the Contracting Officer's Representatives (CORs) notify the servicing personnel and industrial security offices when a contractor employee is no longer working for DHS on any contract and report any derogatory information concerning the individual immediately, in accordance with the contract requirements. Report this information to PSD-CEP-REPORTING@ice.dhs.gov. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

The contractor will provide, through the COR, a Quarterly Report (on a Microsoft Excel Spreadsheet) containing the names of contractor employees who are actively serving on their contract. The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy. This list is what ICE Industrial Security uses to reconcile the contract quarterly. CORs will submit reports to [74](mailto:PSD-</p></div><div data-bbox=)

Industrial-Security@ice.dhs.gov no later than the 10th day of each January, April, July, and October.

Contractors, who are involved with management and/or use of information/data deemed “sensitive” to include “law enforcement sensitive” are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information Non-Disclosure Agreement (NDA) for contractor employee access to sensitive information. The NDA will be administered by the COR to all contract personnel within 10-calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*”

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ice.dhs.gov.

1.36.8. Security Management

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

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

1.36.9. Information Technology Security

When sensitive government information is processed on Department telecommunications and automated information systems, the contract company 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 MD 4300.1, *Information Technology Systems Security* (or its replacement). Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, regardless 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).

1.36.10. Information Technology Security Training and Oversight

In accordance with Office of the Chief Information Officer (OCIO) requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Cybersecurity Awareness Training (CSAT) will be required upon initial access and annually thereafter. CSAT training will be provided by the appropriate component agency of DHS.

Contractor employees, 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, systems rules of behavior, to include Unauthorized Disclosure Training, available on the ICE Training System (ITS) or by contacting ICE.ADSEC@ice.dhs.gov. Contractor employees 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. System Administrators 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).

1.37. Data Ownership Contract Requirements

1.37.1. Accessibility of Government-owned Data

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

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

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

Definition of "associated with this acquisition": Program Data is associated with an acquisition if it is created by DHS organizational activity that is facilitated by the contractor. Examples of how a contractor might facilitate organizational activity follow:

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

1.37.2. Minimum Data Access Capability

- The current version of all Program Data is accessible to the Government within 24 hours of request, as well as on any pre-defined schedule as required by the Government.
- Data access can occur by various means, provided that Government security requirements are met, and data is accessible in a format that is acceptable to the Government. Examples include, but are not limited to, APIs that are consumable by the Government, files made available for Government download (e.g., Excel spreadsheets), or direct database query by federal or contractor personnel.
- The contractor shall format program data accessed by the Government to anticipate the maximum file size of any data to be accessed. File size shall be small enough to assure rapid processing by government applications.
- The contractor shall provide the means for the Government to interpret accessible Program Data as follows:
 - Data elements and groupings of data elements shall be clearly identifiable by labels embedded in the data itself, or by a separate schema or file layout which allows such elements and groupings to be identified.

In the case of a relational database schema defined through Data Definition Language (DDL), data elements would be represented as columns, and groupings of data would be represented as tables. In addition, relationships between tables would be described as foreign key relations.

- Labels or names used to identify data elements and groupings of data elements shall be approved by the Government. In addition, each label or name shall be associated with a government approved definition which describes the content of data held therein.
- Program data delivered to the Government shall conform to the Government approved definition for each data element and grouping of data elements.
- All data accessible by the Government shall be both machine readable and human-readable in plain text.
- All reference data associated with Program Data also needs to be accessible to the Government. Such reference data is required to provide complete understanding of a record.

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

1.37.3. Enhanced Access Capabilities

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

In addition, the Government prefers that sharing of program data take place using techniques that

enhance efficiency, such as Change Data Capture. Change Data Capture enhances efficiency of data transfer by providing only incremental updates to program data as opposed to providing all program data each time data is shared.

1.38. Transition

1.38.1. Transition-In

The contractor shall be responsible for the transition of all activities identified in this Performance Work Statement (PWS). The contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 60-days after contract award. The transition-in process shall not adversely impact the work being done by the outgoing contractor. It shall be conducted in a manner consistent with safe operation requirements. The contractor shall submit a final transition-in plan for approval by the COR within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the contractor and expected completion dates of those activities. All activities must be completed during transition periods. The transition-in plan shall address, at a minimum, the following areas:

- a) Inventory and orderly transfer of all government equipment and property, if applicable.
- b) Transfer of documentation.
- c) Transfer of current project activities.
- d) Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities.
- e) Coordination of knowledge transfer sessions with the incumbent contractor.
- f) Favorable EOD for all Contractor staff from the ICE PSU.
- g) Coordination of transition with COR and local field office.
- h) Any additional information required by other clauses contained in this contract.

The transition-in plan shall be approved by the COR and describe the contractor's process for transitioning from the incumbent with no disruption in operational services.

1.38.2. Transition-Out

The contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The contractor shall submit the transition-out plan two (2) months prior to the completion of the period of performance of this contract. The contractor's transition-out plan shall be approved by the COR. The contractor shall complete the transition by the end of the period of performance of this contract. The transition-out plan shall address, at a minimum, the following areas:

- a) Inventory and orderly transfer of all government equipment and property, if applicable.
- b) Briefing on all in-progress and committed items.
- c) Any additional information required by other clauses contained in this contract.

The contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services.

2.0 Glossary

ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the alien in the general population would pose a threat to life, property, self, staff, or

other aliens or to the security or orderly running of the facility. This housing status also includes aliens who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.

ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.

AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.

BED-DAY: The total billable cost to the government to maintain and house one alien for one-day. Bed-day means an alien that is referred to a contractor for detention. The bed-days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.

BED-DAY RATE: The rate charged for each individual alien per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the PWS.

BOOKING: A procedure for the admission of an Immigration and Customs Enforcement (ICE) alien, 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. The Contractor may be responsible for booking the alien into ICE systems upon receiving the alien.

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.

CATEGORICAL EXCLUSION (CATEX): Activities that do not need to undergo detailed environmental analysis in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) because the activities have been determined to normally not have the potential, individually or cumulatively, to have a significant effect on the human environment.

CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.

CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

-Hard Contraband: Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, an alien found in possession of hard contraband could face disciplinary action or criminal prosecution.

-Soft Contraband: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

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.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): Employees of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTRACTOR: The entity, which provides the services, described in this PWS.

CONTRACTOR EMPLOYEE: An employee of a private contractor hired to perform a variety of detailed services under this contract.

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.

CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the U.S. government, which includes ICE.

DEPARTMENT OF JUSTICE (DOJ): A department of the U.S government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the federal BOP, and the U.S. Marshals Service (USMS).

DESIGNATED SERVICE OFFICIAL: An employee of ICE designated in writing by the ERO FOD to represent ICE on matters pertaining to the operation of the facility.

DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.

DETAINEE RECORDS: Information concerning the individual's personal, criminal, and medical history, behavior, and activities while in custody, including, but not limited to:

- Alien, Personal Property
- Receipts, Visitors List, Photographs
- Fingerprints, Disciplinary Infractions
- Actions Taken, Grievance Reports, Medical
- Records, Work Assignments, Program Participation
- Miscellaneous Correspondence, etc.

DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of aliens during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

DETENTION OVERSIGHT UNIT (DOU): The purpose of the DOU 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 aliens and staff.

DIRECT SUPERVISION: A method of alien management that ensures continuing direct contact between

aliens and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from aliens by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with aliens.

DIRECTIVE: A document issued by the U.S. government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.

DISCIPLINARY SEGREGATION: A form of separation from the general population made for disciplinary reasons. This form of segregation may be used only after a finding by a disciplinary hearing panel that the detained individual is guilty of a prohibited act or rule violation.

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.

EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of aliens who are in the U.S illegally.

ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.

ENVIRONMENTAL ASSESSMENT (EA): A concise public document for which a Federal agency is responsible that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a Finding of No Significant Impact (FONSI), aid an agency's compliance with the National Environmental Policy Act (NEPA) when no EIS is necessary, and facilitate preparation of an EIS when one is necessary.

ENVIRONMENTAL IMPACT EVALUATION: The process of determining the level of significance of a potential impact on the human environment. It includes all necessary studies, consultation, and public involvement needed to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation results in either the application of a CATEX, documentation in the form of an EA and FONSI or a final EIS and record of decision (ROD).

ENVIRONMENTAL IMPACT STATEMENT (EIS): A detailed written statement as required by section 102(2)(C) of the NEPA. It is a comprehensive document that provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, and which of those would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the EOIR is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.

FACILITY: The physical plant and grounds in which the contractor's services are operated.

FACILITY DIRECTOR: The official, regardless of local title (e.g., jail administrator, Warden, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

FINDING OF NO SIGNIFICANT IMPACT (FONSI): A document by a federal agency briefly presenting the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment, and for which an EIS therefore will not be prepared.

FIRST-AID: Health care for a condition that requires immediate assistance from an individual trained in first-aid care and the use of the facility's first-aid kits.

FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.

GRIEVANCE: A written complaint filed by an alien with the facility administrator concerning personal health/welfare or the operations and services of the facility.

HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.

HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the alien population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to aliens in keeping with their respective levels of health care training or experience.

HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to aliens on an ambulatory or observation basis.

ICE HEALTH SERVICE CORPS (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive alien health care program.

IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any alien rule infraction, etc.

JUVENILE DETAINEE: Any alien under the age of 18-years.

LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

LOGBOOK: The official record of post operations and inspections.

MAN-HOUR: Man-hour means productive hours when the required services are performed. Only

productive hours can be billed and invoiced.

MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived aliens who could pose a health or safety threat to themselves or others.

MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.

NON-CONTACT VISITATION: Visitation that restricts aliens from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.

NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.

OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY DIVISION (OPR-PSD): The ICE office which implements a component-wide personnel security program.

ON-CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of aliens for hearings, ICE interviews, medical watches, and any other location requested by the COR.

PAT DOWN SEARCH: A quick patting of the alien's outer clothing to determine the presence of contraband.

POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.

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.

PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.

PROJECT MANAGER: Contractor employee responsible for on-site supervision of all contractor employees, with the authority to act on behalf of the contractor. The Project Manager cannot simultaneously serve in the role of manager and detention officer or supervisory detention officer.

PROPERTY: Refers to personal belongings of an alien.

PROPOSAL: The written plan submitted by the contractor for consideration by ICE in response to the solicitation.

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.

QUALITY ASSURANCE: The actions taken by the government to assure requirements of the PWS are met.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A government-produced document that is based on the premise that the contractor, and not the government, is responsible for the day-to-day operation of the facility and all the management and quality control (QC) actions required to meet the terms of the contract. The role of the government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.

QUALITY CONTROL (QC): The contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

QUALITY CONTROL PLAN (QCP): A contractor-produced document that addresses critical operational performance standards for services provided.

RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.

RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, considering vacation, sick leave, training days, and other types of leave.

RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the alien population of the facility.

RESTRAINT EQUIPMENT: This includes, but is not limited to, handcuffs, belly chains, leg irons, straitjackets, flexi cuffs, soft (leather) cuffs, and leg weights.

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.

SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.

SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control aliens. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of aliens.

SECURITY RISK – HIGH, MEDIUM, LOW:

-High-Risk– (Level 3) Aliens exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These aliens may not be co-mingled with low custody aliens.

-Medium High-Risk– (Level 2) Aliens exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These aliens have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.

-Medium Low-Risk– (Level 1.5) Aliens with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.

-Low-Risk– (Level 1) Aliens exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any alien with a felony conviction that included an act of physical violence. Low-risk level aliens may not be co-mingled with high custody aliens.

SEXUAL PRESENTATION OR EXPRESSION: Refers to how an individual outwardly communicates or displays aspects of their sex, such as through behavior, clothing, mannerisms, speech, or personal interactions.

Perception thereof: Refers to how others interpret or assume an individual's sexual orientation, or sexual presentation or expression based on outward characteristics, behavior, appearance, or other cues, regardless of the individual's self-identification.

SIGNIFICANT EVENT NOTIFICATION REPORT: A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

SPECIAL MANAGEMENT UNIT: A housing unit for aliens removed from the general population, whether voluntary (i.e., detainee requested) or involuntary (i.e., facility initiated).

STRIP SEARCH: An examination of an alien's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all the individual's clothing while not being worn.

TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the COR or ICE-designee.

TRANSPORTATION COSTS: The cost of all materials, equipment, and labor necessary to respond to requests by designated officials for secure movement of aliens from place to place necessary for processing, hearings, interviews, etc.

TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses for Transportation Officers exceeding the standard working hours. Contractor tour of duties will comply with all current federal, state, and local laws. This includes, but is not limited to, the Federal Motor Carrier Safety Administration, CFR 395.5 - Maximum driving time for passenger-carrying vehicles. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.

WEAPONS: This includes, but is not limited to, firearms, ammunition, knives, slappers, Billy clubs,

electronic defense modules, chemical weapons (mace), and nightsticks.