

## **Residential Care Facility STATEMENT OF WORK**

### **1. Background**

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

### **2. Objectives**

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

3. Terms

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

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

Continuum of Control:

- 1) Under no circumstances shall staff use force to punish a resident.
  - 2) Staff shall attempt to gain a resident's willing cooperation before using force.
  - 3) Staff shall use only that amount of force necessary and reasonable to gain control of a resident.
- p. Residential Standards: ICE intends to use a modified version of the FRS as deemed applicable to this SOW. Once completed, this IGSA will be modified to incorporate these Residential Standards. For the purposes of this SOW, the following standards will apply:

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

4. Program Scope and Services

**a. Program Scope**

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

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

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

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

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

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

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

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

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

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

**b. Program Services**

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

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

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

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

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

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

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

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

(4) Case Management

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

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

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

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

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

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

(8) Legal Services (Pro Bono)

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

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

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

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

Standards. Meals accommodating religious dietary restrictions shall be provided.

(10) Grievance Procedures

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

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

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

(11) Rules and Discipline Procedures

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

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

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

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

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

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

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

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

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

(14) Clothing, Linens, and Bedding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) A log shall be maintained showing all deposit and withdrawal activity (e.g., cash, jewelry). The log shall include cash amount or item, date, resident's signature, preparing staff's signature, as well as a running balance of all cash transactions.
- (b) A receipt voucher/request system shall be used for each cash transaction. The receipt voucher shall be signed by the person preparing the transaction, the resident, and the supervising staff person on duty. A copy shall be given to the resident and one shall be maintained in the resident's case file.
- (c) Checks shall be maintained in the property bin.
- (d) All valuables shall be maintained in a secured safe and all funds shall be maintained in a non-interest bearing bank account.

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

(a) Remote Custody Services

- 1) The Service Provider shall provide, under the direction of the COTR, remote custody services as may be required. The Service Provider shall be reimbursed for these services only when such services are directed by the COTR. The Service Provider shall not abandon any facility assignment to perform remote custody services.
- 2) Duties and responsibilities of this function shall be to remain with the resident at medical appointments, medical facilities to which the resident has been admitted, or at other locations as directed in writing by the COTR.
- 3) The Service Provider shall authorize one facility staff person of the same gender as the resident for each such remote custody service, unless additional facility staff persons are required at the discretion of the COTR.

(b) Transportation Services

- 1) The Service Provider shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as directed by the COTR.
- 2) The Service Provider shall perform medical transportation as needed, weekly, using two (2) staff persons per run, one (1) of which must be the same gender as the resident being transported.
- 3) The Service Provider shall furnish sufficient vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The Service Provider shall not allow employees to use their privately owned vehicles to transport residents.
- 4) Transportation routes and scheduling shall be accomplished in the most economical manner as approved by the COTR.

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

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

(e) When the COTR provides documents to the Service Provider concerning the resident(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

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

**c. Rights of Residents**

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

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

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

national origin, sex, handicap, or political beliefs.

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

5) Program Management

**a. Organizational Structure and Coordination**

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

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

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

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

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

**b. Media and Organizational Inquiries**

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

**c. Personnel/Staffing**

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

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

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

**(3) Programs shall ensure:**

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

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

(c) Clear lines of authority and responsibility;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Education and Background Requirements for Contract Residential Officers

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

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

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

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

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

(6) Removal from Duty

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

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

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

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

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

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

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

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

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

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

**e. Physical Facility Plant**

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

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

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

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

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

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

**f. Emergency and Safety Requirements**

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

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

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

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

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

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

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

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

**g. Program Reporting Requirements**

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

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

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

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

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

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

**h. Record Retention**

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

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

**6. ICE Coordination**

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

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

**7. Operating Constraints**

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

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

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

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

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

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

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

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

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