Standard Intergovernmental Service Agreement (IGSA)

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

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

FACILITY LOCATION:

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

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

The following constitutes the complete agreement:

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

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

ACCEPTED:

U.S. Immigration and Customs Enforcement
b6, b7c
Contracting Officer

b6, b7c
Signature:
Date: 5-27-11

ACCEPTED:

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

Signature:
Date: 5/13/11

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Article I. Purpose

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

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

B. Requirements: ICE requires a wholly new generation of detention facilities uniquely suited to ICE's civil detention authority. Preference will be given to facilities that feature innovative and cost-effective designs and new approaches to staffing, and operations; and must be flexible, multipurpose, and expandable. They must also provide housing environments with abundant natural light, outdoor recreation, contact visitation, noise control, freedom of movement, programming opportunities consistent with detainee demographics, and modern and fully functional medical facilities. Persons housed at these facilities will range in security level from minimum to high.

C. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.

D. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for a total of 1,300 detainees. The Service Provider shall provide the first 650 male bed spaces at the Adelanto Processing Center-East. The additional 650 bed space at the Adelanto Processing Center-West will be ready for occupancy 14 months after the IGSA is signed plus 75 days for ramping up. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

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Bed Day Rate at 75% Minimum Guarantee for 650 beds At the Adelanto Processing Center-East (488 Beds)	$ 99.00	Per detainee
Bed Day Rate at 75% Minimum Guarantee for 1,300 At the Adelanto Processing Center-East and Adelanto Processing Center-West (975 Beds), Effective 14 months after IGSA signed	$ 99.00	per detainee
Bed Day Rate at 25% for 650 Beds (Incremental 162 Beds)	$ 59.37	per detainee
Bed Day Rate at 25% for 1,300 Beds (Incremental 325 Beds)	$ 59.37	per detainee
*Guaranteed Transportation Monthly Flat Fee	$43,059.00	per month
Fuel Reimbursement	$ 0.50	Per gallon
Detainee Work Program Reimbursement	$ 1.00	per day

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

Article II. General

A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been confirmed, funding has been identified and made available, the facility meets ICE requirements, and is in full compliance with ICE detention standards.

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

C. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate

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

D. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the City of Adelanto. If either the facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

E. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

F. Use of Service Provider's Policies and Procedures: Upon concurrence from ERO, the Contracting Officer shall approve the Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the detention standards mandated under this Agreement.

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

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Article III. Covered Services

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

A. Bedspace: The Service Provider shall provide the first 650 male bed spaces at the Adelanto Processing Center-East with a minimum guaranteed of 488 beds. The additional 650 bed space at the Adelanto Processing Center-West is under construction and will be ready for occupancy 14 months after the IGSA is signed plus 75 days for ramping up.

The Service Provider shall provide a total of 1,300 male beds with a minimum guaranteed of 75% (975 beds), effective 14 months after IGSA is signed. The Service Provider shall house all detainees as determined within the Service Provider's classification system and ICE PBNDS classification standards. ICE will be financially liable only for the actual detainee bed days as defined in Paragraph C of Article III.

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

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

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

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

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7. Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
8. Contingencies

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

E. Escort and Transportation Services: The Service Provider shall provide, upon request of the COTR or ICE designee, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be provided for escorting detainees to court hearings, escorting witnesses to the courtroom, and any escort services requested by an ICE judge during proceedings. Transportation and/or escort services shall be provided to transport detainees from the facility to and from a medical facility for outpatient care. The Service Provider shall provide transportation services to and from medical facilities and doctor offices for necessary scheduled appointments, the cost of which is included in the bed day rates payable to the Service Provider.

In Addition, the Service Provider shall provide any further transportation services to and from the facility as may be required or requested by the COTR, including but not limited to transportation between the Facility and the Court.

The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Statement of Work provides specific escort and transportation services requirements unique to this Agreement.

F. Guard Services: The Service Provider shall provide stationary guard services upon request of the COTR which shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, Executive Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto and other locations stated in the attached Statement of Work (SOW). Qualified personnel employed by the Service Provider shall perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, legal orientation program, and contraband control. Staff providing guard services for ICE detainees shall refrain from utilization of social networking services or other electronic programming not directly associated with duties being performed to ensure the safety and welfare and oversight of the detained population.

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

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

Article IV. Receiving and Discharging Detainees

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

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

B. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.

C. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. At a minimum though, the Service Provider shall meet the requirements outlined in the ICE PBNDS and shall provide for the same level of health care provided to its own inmates or detainees. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time (up to 72 hours) to make alternative arrangements for the detainee.

D. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

Article V. ICE Performance Based Detention Standards

Satisfactory Performance:

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

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

Performance Outcomes

The Expected Outcomes of the 42 PBNDS are listed below.

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PART 1 SAFETY

1 Emergency Plans

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

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

2 Environmental Health and Safety

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

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

3 Transportation (by Land)

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

PART 2 SECURITY

4 Admission and Release

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

5 Classification System

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

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

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

6 Contraband

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

7 Facility Security and Control

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

8 Funds and Personal Property

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

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

9 Hold Rooms in Detention Facilities

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

10 Key and Lock Control

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

11 Population Counts

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

12 Post Orders

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

13 Searches of Detainees

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

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

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

14 Sexual Abuse and Assault Prevention and Intervention

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

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

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

15 **Special Management Units**

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

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

16 Staff-Detainee Communication

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

17 Tool Control

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

18 Use of Force and Restraints

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

PART 3 ORDER

19 Disciplinary System

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

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

PART 4 CARE

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20 Food Service

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

21 Hunger Strikes

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

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

22 Medical Care

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

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

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

23 Personal Hygiene

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

24 Suicide Prevention and Intervention

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

25 Terminal Illness, Advance Directives, and Death

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

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

PART 5 ACTIVITIES

26 Correspondence and Other Mail

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

27 Escorted Trips for Non-Medical Emergencies

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

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

28 Marriage Requests

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

29 Recreation

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

30 Religious Practices

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

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

31 Telephone Access

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

32 Visitation

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

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33 Voluntary Work Program

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

PART 6 JUSTICE

34 Detainee Handbook

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

35 Grievance System

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

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

36 Law Libraries and Legal Material

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

37 Legal Rights Group Presentations

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

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

PART 7 ADMINISTRATION & MANAGEMENT

38 Detention Files

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

39 News Media Interviews and Tours

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

40 Staff Training

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

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

41 Transfer of Detainees

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

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

42 Definitions

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

ACA – American Correctional Association.

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

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

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

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

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

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

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

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

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

CENSUS CHECK- See **INFORMAL COUNT.**

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

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

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

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

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

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

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

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

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

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

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

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CONTAINER—Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or other vessel holding a hazardous chemical; does not include pipes or piping systems.
CONTRABAND—Any unauthorized item in the facility: illegal, prohibited by facility rules, or otherwise posing a threat to the security or orderly operation of the facility. This includes unauthorized funds.
CONTRACT DETENTION FACILITY (CDF) – A facility that provides detention services under a competitively bid contract awarded by the ICE.
CONTROL OFFICER—An officer who directs security activities from the Control Center.
COUNT SLIP - Documentation of the number of detainees confirmed present during a population count in a specific area, signed by the officers involved in the count.
CORRESPONDENCE—Letters, postcards and other forms of written material not classified as packages or publications. Large envelopes containing papers qualify as correspondence, but boxes, sacks, and other shipping cartons do not. Books, magazines, newspapers and other incoming printed matter are not "correspondence."
CRIMINAL ALIEN—A foreign national convicted of one or more crimes.
DETAINEE HANDBOOK—The policies and procedures governing detainee life in the facility: daily operations, rules of conduct, sanctions for rule violations, recreation and other programs, services, etc.; defined in writing and provided to each detainee upon admission to the facility.
DETENTION FILE – Contents include receipts for funds, valuables, and other personal property; documentation of disciplinary action; reports on detainee behavior; detainee's written requests, complaints, and other communications; official responses to detainee communications; records from Special Management Unit, etc.
DIETICIAN - Individual registered or eligible for registration with the American Dietetic Association or who has the documented equivalent in education, training, or experience, with evidence of relevant continuing education.
DISCIPLINARY HEARING—Non-judicial administrative procedure to determine whether substantial evidence supports finding a detainee guilty of a rule violation.
DISCIPLINARY COMMITTEE - One or more impartial staff members who conduct and/or oversee a disciplinary hearing. A lower-level committee (Unit Disciplinary Committee) investigates a formal Incident Report and may impose minor sanctions or refer the matter to a higher-level disciplinary committee. A higher-level committee (Institution Disciplinary Panel) conducts formal hearings on Incident Reports referred from the lower level committee and may impose higher level sanctions for higher level prohibited acts. Also see "INSTITUTION DISCIPLINARY PANEL."
DISCIPLINARY SEGREGATION—Confinement in a cell removed from the general population after a serious violation of facility rules in accordance with written procedures.
DIHS – Division of Immigration Health Services.
DRY CELL – A cell or room without running water where a detainee can be closely observed by staff until the detainee has voided or passed contraband or until sufficient time has elapsed to preclude the possibility that the detainee is concealing contraband. Dry cells may be used when there is reasonable suspicion that a detainee has ingested contraband or concealed contraband in a body cavity.

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EMERGENCY CHANGES - Measures immediately necessary to maintain security or to protect the health and safety of staff and detainees.
EXPOSURE/EXPOSED—Subjected or potentially subjected to a hazardous substance by any means (inhalation, ingestion, skin contact, absorption, etc.).
FACE-TO-PHOTO COUNT—A process that verifies identity of each detainee by comparing every person present with the photographic likeness on his/her housing card.
FACILITY ADMINISTRATOR – A generic term for the chief executive officer of a detention facility. The formal title may vary (warden, officer in charge, sheriff, jail administrator, etc.).
FIELD OFFICE DIRECTOR (FOD) - Individual with chief responsibility for facilities in his assigned geographic area.
FIREARMS CONTROL OFFICER (FCO) - Individual designated responsible for the physical and administrative control of all firearms under the jurisdiction of the authorizing official.
FLAMMABILITY HAZARD—Has a flash point below 200 degrees Fahrenheit, closed cup, or is subject to spontaneous heating.
FLAMMABLE LIQUID—A substance with a flash point below 100 degrees Fahrenheit (37.8 Centigrade).
FLASH POINT—The minimum temperature at which the vapor of a combustible liquid can form an ignitable mixture with air.
FOOD SERVICE ADMINISTRATOR (FSA)—The official responsible for planning, controlling, directing, and evaluating Food Service Department operations.
FORMAL COUNT—Detainee population assembled at specific times for attendance check, conducted in accordance with written procedures.
FOUR/FIVE-POINT RESTRAINT—A restraint system that confines an individual to a bed or bunk in either a supine or prone position. Ordered by the facility administrator when a detainee's unacceptable behavior appears likely to continue risking injury to self or others.
FULL-TIME WORK ASSIGNMENT—Employed from beginning to end of a shift.
FUNDS—Cash, checks, money orders, and other negotiable instruments.
GENERAL CORRESPONDENCE—All correspondence other than "Special Correspondence."
GENERAL POPULATION – Detainees whose housing and activities are not specially restricted. The term is ordinarily used to differentiate detainees in the "general population" from those in Special Housing Units.
GRIEVANCE—A complaint based on a circumstance or incident perceived as unjust.
HARD CONTRABAND—Any item that poses a serious threat to the life, safety or security of the facility detainees or staff.
HEALTH AUTHORITY—The Health Administrator or Agency responsible for the provision of health care services at a facility or system of facilities. The responsible physician may be the Health Authority. Health Authority may also be referred to as the Medical Department.
HEALTH CARE PRACTITIONER - Defined as an individual who is licensed, certified, or credentialed by a state, territory, or other appropriate body to provide health care services within the scope and skills of the respective health care profession.

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HEALTH HAZARD—Includes carcinogens, toxic agents, reproductive toxins, irritants, corrosives, senitizers, hepatotoxins, nephrotoxins, neurotoxins, and other agents that act on the hemopoietic system or damage the lungs, skin, eyes, or mucous membranes.
HEALTH SCREENING-A system for preliminary assessment of the physical and mental condition of individual detainees upon arrival at the facility; conducted by health care personnel or by a health trained officer. The combination of structured inquiry and observation is designed to prevent new arrivals, who appear to pose a health or safety threat to themselves or others, from moving into the general population.
HEALTH SERVICES ADMINISTRATOR (HSA)-Executive responsible for the facility's health care program; may also serve as Clinical Director.
HOLD ROOM-A secure area used for temporary confinement of detainees before in-processing, institutional appointments (court, medical), release, transfer to another facility, or deportation-related transportation.
HOLY DAY-A day specified for religious observance.
HUNGER STRIKE - A voluntary fast undertaken as a means of protest or manipulation. Whether or not a detainee actually declares that he or she is on a hunger strike, staff are required to refer any detainee who is observed to not have eaten for 72 hours for medical evaluation and monitoring.
ILLEGAL CONTRABAND—Any item prohibited by law, the possession of which constitutes grounds for felony or misdemeanor charges.
INDIGENT - Without funds, or with only nominal funds. Ordinarily, a detainee is considered "indigent" if he or she has less than $15.00 in his or her account.
INDOOR RECREATION AREA-A covered and enclosed exercise space 1,000 square feet or larger, encompassing 15 square feet per detainee for the planned capacity (number using the space at one time).
INFORMAL COUNT-Population count conducted according to no fixed schedule, when detainees are working, engaged in other programs, or involved in recreational activities. Unless a detainee is missing, these counts are not reported; also called "census check" or "irregular count."
INFORMAL RESOLUTION - Brings closure to a complaint or issue of concern to a detainee, satisfactory to the detainee and staff member involved; does not require filing of a written grievance.
INFORMED CONSENT - A patient's knowing choice about a medical treatment or procedure, made after a physician or other healthcare provider discloses whatever information a reasonably prudent provider in the medical community would give to a patient regarding the diagnosis, risks and benefits involved in the proposed treatment or procedure, and prognosis.
IN-PROCESSING – Administrative processing of a detainee arriving at a detention facility (See "Admissions").
INSTITUTION DISCIPLINARY PANEL (IDP)-Review board responsible for conducting disciplinary hearings and imposing sanctions for cases of detainee misconduct referred for disposition following the hearing. The IDP usually comprises a Hearing Officer and representatives of different departments in the facility.
INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)-A cooperative agreement between ICE and any State, territory or political subdivision for the construction, renovation or acquisition of equipment, supplies or materials required to

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

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

IRREGULAR COUNT-See **INFORMAL COUNT.**

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

LEGAL CORRESPONDENCE – See **"SPECIAL CORRESPONDENCE"**

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

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

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

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

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

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

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

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

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

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

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

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

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NATIONAL FIRE PROTECTION ASSOCIATION-Principal source of fire protection standards and codes.
NCCHC – National Commission on Correctional Healthcare.
NON-CONTACT VISIT-Visitation with a barrier preventing physical contact between the detainee and his or her visitors.
NON-MEDICAL EMERGENCY ESCORTED TRIP-Authorized detainee visit to a critically ill member of his/her immediate family, or to attend the funeral of a member of his/her immediate family. "Immediate family" member refers to a parent (including stepparent and foster parent), child, spouse, sister, or brother of the detainee.
NON-MERIT FACTOR - Any characteristic or factor immaterial to a detainee's mental or physical ability to perform a given assignment.
NON-SECURITY KEY – A key which if duplicated by unauthorized persons and/or lost, would not constitute an emergency requiring urgent action; not critical to facility safety and security.
OUT COUNTS-Detainees temporarily away from the facility, but included in the master count.
OUTDOOR RECREATION AREA-Open-air space for exercise or other leisure activities, large enough to allow 15 square feet per detainee for the largest group expected to use the area at any one time; but not less than 1,500 square feet.
PAT-DOWN SEARCH-Relies on the sensitivity of the officer's hands as they tap or run over the detainee's clothed body; may require the detainee to reveal pocket contents. The least intrusive body search.
PHYSICAL EXAMINATION—A thorough evaluation of an individual's physical condition and medical history conducted by or under the supervision of a trained medical professional.
PLAN OF ACTION-Describes steps the facility will take to convert a condition that has caused a determination of noncompliance with a standard.
POSSESSION - Control over an item on one's person, or in one's assigned or personal space.
POST ORDERS—Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
PROGRESSIVE RESTRAINTS-Control the detainee in the least restrictive manner required, until and unless the detainee's behavior warrants stronger and more secure means of inhibiting movement.
PROTECTIVE CUSTODY (PC)—Administrative segregation for the detainee's own safety.
REASONABLE SUSPICION—Not intuition, but articulable facts that lead staff to suspect a particular person is concealing a weapon, contraband, or evidence of a crime.
RELIGIOUS PRACTICES-Worship, observances, services, meetings, ceremonies, etc., associated with a particular faith; access to religious publications, religious symbolic items, religious counseling and religious study classes; and adherence to dietary rules and restrictions.
REPRESENTATIVE OF THE NEWS MEDIA-Persons whose principle employment is to gather, document or report news for:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Health Service (including the Division of Immigration Health Services); administrators of grievance systems; and representatives of the news media.
SPECIAL MANAGEMENT UNIT (SMU) - A housing unit for detainees in administrative or disciplinary segregation.
SPECIAL-NEED DETAINEE - A detainee whose mental and/or physical condition requires special handling and treatment by staff. Special needs detainees include but are not limited to those who are emotionally disturbed, mentally challenged or mentally ill, physically disabled, infirm and drug or alcohol addicts/abusers.
TERMINALLY ILL/INJURED - In critical condition, beyond medical intervention, with death imminent or expected during the course of detention or hospitalization according to the attending physician.
TJC - The Joint Commission [formerly the Joint Commission on Accreditation of Healthcare Organizations **(JCAHO)**], an independent, not-for-profit organization that evaluates and accredits more than 15,000 health care organizations and programs in the United States. TJC is the Nation's predominant standards-setting and accrediting body in health care.
TOXIC - Poisonous; capable of causing injury or death.
TRAINING - An organized, planned, and evaluated activity designed to achieve specific learning objectives and enhance personnel performance. Training may occur on site, at an academy or training center, an institution of higher learning, professional meetings, or through contract service or closely supervised on-the-job training. Training programs usually include requirements for completion, attendance records, and certification of completion. Meetings of professional associations are considered training where there is clear evidence of the direct bearing on job performance. In all cases, the activity must be part of an overall training program.
UNENCUMBERED SPACE - Open, usable space measuring at least seven feet in at least one dimension, free of plumbing fixtures, desk, locker, bed, and other furniture and fixtures (measured in operational position).
UNAUTHORIZED FUNDS - Negotiable instruments (checks, money orders, etc.) or cash in a detainee's possession exceeding the facility-established limit.
UNAUTHORIZED PROPERTY- Not inherently illegal, but against the facility's written rules.
UNIT DISCIPLINARY COMMITTEE - See **DISCIPLINARY COMMITTEE.**
VOLUNTEER GROUP - Individuals who collectively donate time and effort to enhance the activities and programs offered to detainees; selected on basis of personal qualities and skills (recreation, counseling, education, religion, etc.).
WORK ASSIGNMENT - Carpentry, plumbing, food service and other operational activities included in the facility's Voluntary Work Program, for which a detainee may volunteer.

Article VI. No Employment of Unauthorized Aliens

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

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Article VII. Period of Performance

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

Article VIII. Inspections

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

A. Definitions. "Services" as used in this clause include services performed, workmanship and material furnished or utilized in the performance of services.

B. The Service Provider shall provide and maintain an inspection system acceptable to the government covering the services under this agreement. Complete records of all inspection work performed by the Service Provider shall be maintained and made available to the government during contract performance and for as long afterwards as the agreement requires.

C. The Government has the right to inspect and test all services called for by the Agreement, to the extent practicable, at all times and places during the term of the Agreement. The Government shall perform inspections and tests in a manner that will not unduly delay or interrupt the work.

D. If the government performs inspections or test on the premises of the Service Provider or a subcontractor, the Service Provider shall furnish and shall require subcontractor to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties including unfettered access to any and all materials and files related to detainee custody and care.

E. If any of the services do not conform to the Agreement requirements, the Government may require the Service Provider to perform the services again in conformity with the Agreement requirements, at no increase to the price stated in the Agreement. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Service Provider to take necessary action to ensure that future performance conforms to the Agreement requirements and (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Service Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the Agreement requirements, the Government may (1) by contract or otherwise, perform the services and

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

Article IX. Inspection Records

A. Inspection Report: The Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.

B. Possible Termination: If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII and X.

C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider or its subcontractor created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, to the detainee's medical condition and behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

E. Detainee Privacy: The Service Provider agrees to comply with the Privacy Act of 1974 and the Agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the system or records; and (ii) the design, development, or operation work that the Service Provider performs. The Service Providers shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development or operation of a system of records on individuals that is subject to the Act; and in the event of violations of the Act, a civil action may be brought against the Agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an Agency function, and criminal penalties may be imposed upon the officers or employees of the Agency when the violation concerns the operation of a system of records on individuals to accomplish an Agency function. For purposes of the Act, when

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

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

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

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

Article X. Modifications and Disputes

A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting has approved the modification in writing.

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

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

Article XI. Adjusting the Bed Day Rate

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

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

Article XII. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form http://www.fms.treas.gov/pdf/3881.pdf. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

1. By mail:

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

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

   802-288-7658

3. By e-mail:
   (b)(7)e

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

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

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

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

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

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Article XIII. ICE Furnished Property

A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.

B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.

Article XIV. Hold Harmless and Indemnification Provisions

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

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.

B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the applicable State tort claims act. ICE shall promptly notify Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.

C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government

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

Article XV. Records

A. Retention of Records: All records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVI. Detainee Telephone Services

A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in ICE Performance Based Detention Standards on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

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

C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

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

E. The Service Provider shall inspect telephones for serviceability in accordance with ICE policies and procedures. The Service Provider shall notify the COTR or designee of any inoperable telephones.

Article XVII. Maintain Institutional Emergency Readiness

A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of this Agreement. The plan shall receive the concurrence of he Contracting Officer's Technical Representative (COTR) prior to implementation and shall not be modified without the further written concurrence of the COTR.

B. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.

C. Likewise, the Service Provider shall have in place an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility, when necessary.

D. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Service Provider, and maintained in a secure location outside the secure perimeter of the facility.

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

F. The COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to, the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more

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

G. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.

H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.

I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the Provider shall at all times be consistent with all applicable policies of ICE Detention Operations Manual regarding Use of Force.

XVIII. Security Requirements

A. General: Performance under this Inter-Governmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.

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

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

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

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

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

3. Foreign National Relatives or Associates Statement

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

5. Optional Form 306 Declaration for Federal Employment (applies to Providers as well)

6. Authorization for Release of Medical Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIX. Quality Control

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

The QCP shall:
1. Be implemented prior to the start of performance.
2. Provide quality control services that cover the scope of the Agreement and implement proactive actions to prevent non-performance issues.

B. A complete QCP addressing all areas of agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the Contracting Officer for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.

C. The QCP shall include, at a minimum:
1. Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.

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2. Procedures for written and verbal communication with the Government regarding the performance of the Agreement.

3. Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
4. The QCP shall contain procedures for investigation of complaints by the Service Provider and Government staff and feedback to the Government on the actions taken to resolve such complaints.

D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.

E. Failure by the Service Provider to maintain adequate quality control can result in monetary deductions based upon the schedule of deductions incorporated herein.

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

A. The COTR will be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.

B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

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Article XXI. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Appendix F. These standards and provisions are included in every contract/IGSA entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the Contract-Specific wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract. (See Appendix G - Wage Determination).

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DEPARTMENT OF HOMELAND SECURITY (DHS)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS (ERO)

STATEMENT OF WORK

FACILITY LOCATION

City of Adelanto
Subcontractor: The GEO Group Inc. (GEO)
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, FL 33487

I. Performance:

(PROVIDE HOUSING AS REQUIRED BY ICE FOR 1,300 BEDS A DAY

The Service Provider is required, in units housing U.S. Immigration and Customs Enforcement (ICE) detainees, to perform in accordance with the 2008 ICE Performance Based Performance Based National Detention Standards (PBNDS), American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the ICE Performance Based Performance Based National Detention Standards.

II. Anticipated Start of Performance: May 01, 2011

III. Armed Transportation Services:

A. Transportation services shall include the following:

1. The Service Provider hereunder shall provide transportation services to and from off-site medical facilities and doctors appointments.

2. The Service Provider shall furnish suitable vehicles in good condition, approved by the COTR, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.

3. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government. The Service Provider shall not allow employees to use their

privately owned vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features (such as, but not limited to door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats) and be in accordance with ICE Performance Based National Detention Standards including physical separation of detainees from guards.

4. All transportation shall be accomplished in the most economical manner.

5. The Service Provider shall, upon order of the COTR, or upon its own decision in an urgent medical situation with notification to the COTR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Provider shall then return the detainee to the Facility.

6. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement.

7. (b)(7)e

8. The Service Provider shall establish a fully operational communication system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

9. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.

10. The itemized monthly invoice for transportation services for offsite medical and doctor's appointments shall state the number of miles being billed, the duration of the billing (times and dates) and the names of the detainees that were transported. Such services shall be denoted as a separate item on submitted invoices.

11. The Service Provider shall provide any further transportation services to and from the Facility as may be required or requested by the COTR, including but not limited to transportation between the Facilities.

IV. Guard and Escort Services

A. The Service Provider shall provide stationary guard and escort services in accordance with the ICE Performance Based National Detention Standards. In addition, the service provider will provide guard and escort services as requested by the COTR for Executive

Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto, and detainee visitation at The City of Adelanto. The Service provider will also provide guard services for The City of Adelanto Detainees that are sent to medical facilities or doctor's appointments. Qualified officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

B. The itemized monthly invoice for guard services for offsite medical care shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices.

V. Medical Services

A. The Service Provider shall be responsible for the provision of health care services for ICE detainees at the facility including: on-site sick call, over the counter medication and routine drugs and medical supplies.

B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment. In such event, the Service Provider shall notify ICE COTR and ICE Health Services Corps (IHSC) Managed Care Coordinator (MCC) immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

C. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement.

D. The Service Provider shall ensure that onsite medical and health care coverage as defined below is available for all ICE detainees at the facility for twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

E. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any.

F. Onsite health care services shall perform initial medical screening within twelve (12) hours of arrival to the facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries, treatment of special needs and mental health assessments. A full health assessment to include a history and hands on physical examination must be done within the first 14 days of detainee arrival. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

G. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin skin test (PPD), or digital chest x-ray per the ICE teleradiology provider and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse). If ICE installs a teleradiology machine there will be no need to plant a PPD.

H. The Service Provider shall furnish mental evaluations as determined by the Facility local health authority and provide custody oversight and medication as needed.

I. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

J. The ICE Health Service Corps (IHSC) acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for request authorization for payment of services before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental, prosthetics, and dental care for cosmetic purposes).

K. The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to IHSC. For medical care provided outside the facility, the IHSC may determine that an alternative medical provider or institution that more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to
b6, b7c

L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, the Service Provider shall obtain all medical treatment required. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify

IHSC Managed Care Coordinators

Western Region
b6, b7c
Office: 202-732 b6, b7c
Fax#: 866-808-8154
b6, b7c

as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for payment from the IHSC Managed Care Coordinator for service(s) beyond the initial emergency situation.

M. The Service Provider shall allow IHSC Managed Care Coordinators reasonable access to its facility and medical records of detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments.

N. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Provider or its subcontractors/vendor upon request from the Contracting Officer's Technical Representative or ICE Designee.

O. The Service Provider shall submit all claims for authorized medical care to:

ICE Health Service Corps
VA Financial Services Center
P.O. Box 149345
Austin, TX 78714-9345
(800) 479- (b)(7)e

P. The ICE and PHS may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the IHSC.

Q. The Service Provider agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

R. The IHSC provides limited prescription drug coverage 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:

1. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the b6, b7c and Processor Control b6, b7c (*assigned by Script Care Network*) to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.

2. The pharmacy will run the prescription through the Script Care network for processing.
3. Formulary prescription 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.
4. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, because non-formulary medications require prior authorization the pharmacy will receive a rejection indicating prior authorization is required. At that point the custodial facility will fax to Script Care the Drug Prior Authorization Request Form (409-833-7435) to the number designated at the top of the form. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating the prescription has been approved. Non-Formulary urgent request must be submitted in the above manner except an X should be placed on the form in the space for URGENT REQUEST and faxed to 409-923-7391. The authorization will be loaded into the Script Care network and the pharmacy will 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 (b)(7)e r Script Care directly at 800-880 (b)(7)e

VI. ICE Physical Plant Requirements

A. ICE Office Space – The Service Provider shall refer to ICE Design Standards (see Attachment B) for specific office and workstation sizes and specific furnishing requirements for a 1,300 beds facility. The Standards include but are not limited to the following:

1. A total of b6, b7c (b)(7)e offices and (b)(7)e workstations as outlined below (respectively)

LAFO 1300 Bed Staffing Model	
Operations/Administration	
	Quantity
AFOD	(b)(7)e
SDDO	
Mission Support Specialist	
Contracting Officer Technical Representative	
Secretary	
Receptionist/ Admin Assistant	
Mission Support Assistant	
ICE IT Specialist	
Subtotals	
Removal Unit	
Supervisory Detention and Deportation Officer	

Deportation Officer		(b)(7)e
Deportation Removal Assistant		
Subtotals		
Detainee Living Zone		
Supervisory Detention and Deportation Officer		
Supervisory Immigration Enforcement Agent		
Immigration Enforcement Agent		
Subtotals		
Staff Services/Training		
Training Officer		
Subtotals		
Grand Totals		

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

B. OPLA Space: The Standards include but are not limited to the following:

1. (b)(7)e Deputy Chief Counsel
2. Assistant Chief Counsel (*ACC)* (b)(7)e *ourtroom*)
3. Legal Technicians (b)(7)e *ACCs*)
4. Mail/File Clerk

C. EOIR Space: The Standards include but are not limited to the following:

1. (b)(7)e Court Rooms
2. Judges
3. Administrative Staff
4. Mail/File Clerk

D. Health Services Space: <u>Health Services to be provided by The City of Adelanto;</u>

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

E. ICE Processing Area

1. Processing area shall be designed to process male detainees as required in high frequency rates and varying numbers, i.e., up to 50 detainees at one time.

2. Processing area shall be in compliance with the ICE Hold Room Standard and ICE Performance Based National Detention Standards.

F. Furniture – All furniture and case goods (modular cubical, shelving, drawers, etc.) shall be furnished by the Service Provider in accordance with ICE Design Guide and specifications as required in accordance with the ICE Design Standards.

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

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

VII. Detainee Work Program

A. Detainee labor shall be used in accordance with the detainee work plan developed by the Service Provider, and will be in accordance with the ICE Performance Based National Detention Standards on Detainee Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

B. Detainees shall not be used to perform the responsibilities or duties of an employee of the Service Provider. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Service Provider.

C. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

D. The Service Provider shall supply sufficient staff to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.

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E. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

VIII. Law Library

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE Performance Based National Detention Standards on the Access to Legal Materials.

IX. Training

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

A. General Training Requirements

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

2. All new Officers and Custody staff will receive 54 hours of basic training, not to include firearms, if applicable and 40 hours of on-the-job training prior to entering on duty. The Service Provider's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Officer, at all times during this latter 40-hour period, must accompany the Officers and Custody staff. The Service Provider's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

3. In addition, after completion of the first 94 hours of training, the Service Provider has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the Officer and Custody staff will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills. Training site shall be provided by the Service Provider at no cost to the Government.

B. Basic Training Subjects:

1. Employees must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject.

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention	2 HRS
c. Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
d. (b)(7)e	
e. Telephone Communications/Radio Procedures	1 HR
f. Fire and other Emergency Procedures	2 HRS
g. Treatment and Supervision of Detainees	2 HRS
h. ICE Use of Force Policy	2 HRS
i. Security Methods/Key Control/Count	1 HR
j. Procedures/Observational Techniques	4 HRS
k. EEO/Sexual Harassment	2 HRS
l. Detainee Escort Techniques	1 HR
m. ICE Paperwork/Report Writing	2 HRS
n. Detainee Searches/Detainee Personal Property	4 HRS
o. Property/Contraband	2 HRS
p. Detainee Rules and Regulations	2 HRS
q. First Aid*	4 HRS
r. Cardiopulmonary resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t (b)(7)e	
u	
v	
w. Sexual Abuse/Assault Prevention & Intervention*	2 HRS
x. ICE Performance Based National Detention Standards	
2 HRS	

* *Critical Training Subjects*

(b)(7)e

C. Refresher Training

1. Every year the Service Provider shall conduct 40 hours of Refresher Training for all Officers and Custody staff including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

2. The Service Provider shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Service Provider shall provide documentation of refresher training to the COTR.

3. In addition to the refresher training requirements for all Officers and Custody staff, supervisors must receive refresher training relating to supervisory duties.

D. On-the-Job Training

1. After completion of the minimum of 54 hours basic training, all Officers and Custody staff 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.

E. Training During Initial 60 Day Period

The Service Provider shall provide an additional 40 hours of training for Officers and Custody staff within 60 days after completion of first 94 hours of training. The Service Provider shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

F. Basic First Aid and CPR Training

1. All members of the Service Provider's security staff shall be trained in basic first aid and CPR. They must be able to:

   a. Respond to emergency situations within four minutes.

   b. Perform cardiopulmonary resuscitation (CPR).

   c. Recognize warning signs of impending medical emergencies.

   d. Know how to obtain medical assistance.

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e. Recognize signs and symptoms of mental illness.

f. Administer medication.

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

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

a.	Techniques for issuing written and verbal orders	2 HRS
b.	Uniform clothing and grooming standards	1 HR
c.	Security Post Inspection procedures	2 HRS
d.	Employee motivation	1 HR
e.	Scheduling and overtime controls	2 HRS
f.	Managerial public relations	4 HRS
g.	Supervision of detainees	4 HRS
h.	Other company policies	4 HRS

Additional classes are at the discretion of the Service Provider with the approval of the COTR.

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

H. Proficiency Testing - The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COTR shall approve the questions before the Service Provider can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider must provide the COTR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this agreement.

I. Certified Instructors - Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by

documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

J. Training Documentation

1. The Service Provider shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.

2. The Service Provider shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

X. Establish and Maintain Program for Prevention of Sexual Abuse/Assault

The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees.

XI. Business Permits and Licenses

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

XII. Firearms / Body Armor

The Service Provider shall comply with their Firearms and Body Armor Policy and comply with all applicable federal, state, and local laws.

XIII. Federal Government Quality Assurance

A. The Government's Quality Assurance Program (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The QASP procedures recognize that the Service Provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.

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B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.

C. When the Service Provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.

D. The COTR may check the Service Provider's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services and the total payment due.

F. FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

****

END OF DOCUMENT

****

ICE.2012FOIA3030Adelanto.000068

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 05/31/2011	2. CONTRACT NO. (If any): EROIGSA-11-0003
3. ORDER NO.	4. REQUISITION/REFERENCE NO.: 192111FLSADEL0080

5. ISSUING OFFICE (Address correspondence to):
ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

6. SHIP TO:
a. NAME OF CONSIGNEE: See the IGSA Facility Location
b. STREET ADDRESS:
c. CITY | d. STATE | e. ZIP CODE

7. TO:
a. NAME OF CONTRACTOR: ADELANTO CITY OF
b. COMPANY NAME:
c. STREET ADDRESS: PO BOX 10
d. CITY: ADELANTO | e. STATE: CA | f. ZIP CODE: 923010010

f. SHIP VIA:

8. TYPE OF ORDER
a. PURCHASE — REFERENCE YOUR
b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated

9. ACCOUNTING AND APPROPRIATION DATA: TBA	10. REQUISITIONING OFFICE:

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
a. SMALL | b. OTHER THAN SMALL | c. DISADVANTAGED | g. SERVICE-DISABLED VETERAN-OWNED
d. WOMEN-OWNED | e. HUBZone | f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination		05/31/2016	Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 083586669 . Finance/Program POC: b6, b7c (213) 830- b6, b7c COTR POC: b6, b7c (213) 830- b6, b7c or (661) 940- b6, b7c Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
			$0.00

21. MAIL INVOICE TO:
a. NAME: DHS, ICE
b. STREET ADDRESS (or P.O. Box): Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FOD-FLS
c. CITY: Williston | d. STATE: VT | e. ZIP CODE: 05495-1620

17(i) GRAND TOTAL: $0.00

22. UNITED STATES OF AMERICA BY (Signature): b6, b7c

23. NAME (Typed): b6, b7c
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(e)

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER	CONTRACT NO.	ORDER NO.
05/31/2011	EROIGSA-11-0003	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period of Performance: 06/01/2011 to 05/31/2016					
0001	Bed Day Rate at 75% Minimum Guarantee for 650 beds at the Adelanto Processing Center-East (488 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). Note: Facility will be ready for occupancy 90 days after IGSA is signed plus 75 days for ramping up. This is not to exceed (NTE) the number of bed spaces. This is an estimated number of bed spaces for 5 years; the actual bed spaces may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00	808128	DA	99.00	0.00	
0002	Bed Day Rate at 25% for 650 beds at the Adelanto Processing Center-East (Incremental162 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). This is not to exceed (NTE) the number of bed spaces. This is an estimated number of bed spaces for 5 years; the actual bed spaces may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00	268272	DA	59.37	0.00	
0003	Bed Day Rate at 75% Minimum Guarantee for 650 beds at the Adelanto Processing Center-West (488 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). Effective 14 months after IGSA signed. Note: Facility will be ready for occupancy 14 months after IGSA is signed plus 75 days Continued ...	641232	DA	99.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) > $0.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
05/31/2011	EROIGSA-11-0003	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	for ramping up. This is not to exceed (NTE) the number of bed spaces. This is an estimated number of bed spaces for 5 years; the actual bed spaces may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00					
0004	Bed Day Rate at 25% for 650 beds at the Adelanto Processing Center-West (Incremental162 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). This is not to exceed (NTE) the number of bed spaces. This is an estimated number of bed spaces for 5 years; the actual bed spaces may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00	212868	DA	59.37	0.00	
0005	Guaranteed Transportation Monthly Flat Fee-- Transportation pricing includes the required transportation teams, a Manager and three (3) vehicles (2 buses and 1 van) responsible for delivering detainees to different locations in the Los Angeles AOR e.g. San Bernardino and Los Angeles Offices. The van will be primarily but not exclusively utilized to deliver detainees to scheduled medical appointments and the Service Provider shall maintain availability to utilize the three (3) vehicles at the same time. Transportation/Detention officers will be appropriately licensed and will be responsible for transporting detainees with the use of the three appropriately staffed identified vehicles. If transportation Continued ...	54.5	MO	43,059.00	0.00	

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER	CONTRACT NO.	ORDER NO
05/31/2011	EROIGSA-11-0003	

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	increases in volume whereby additional transportation staff and/or vehicles are required the fixed monthly rate may be adjusted to incur additional costs. The pricing also includes transporting detainees to scheduled medical appointments, outside courts and ICE Air Operations. All USDOT Hours of Service will be followed and any approved Over Time incurred will be reimbursed at the overtime rate. All fuel expenses will be a direct pass through to the government on a monthly basis. Obligated Amount: $0.00					
0006	Monthly Fuel Reimbursement-- Obligated Amount: $0.00	54.5	MO	0.00	0.00	
0007	Detainee Work Program Reimbursement-- This is not to exceed (NTE) the number of detainee work program. This is an estimated number for 5 years; the actual number may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00 This is a fixed price IGSA to supply goods and/or services at the amount indicated. Contractor should not provide any additional supplies or services and/or bill in any additional amount without authorization by the Contracting Officer. All other terms and conditions remain the same. Funding will be added by issuance of a Task Order. The total amount of award: $174,898,637.30. The obligation for this award is shown in box 17(i).	500000	DA	1.00	0.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
		1 2

2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO (If applicable)
P00002	See Block 16C	PRO-12-L115	

6 ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c , (949)425- b6, b7c
Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
EROIGSA-11-0003

10B. DATED (SEE ITEM 13)
05/31/2011

CODE 0835866690000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
None

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Bilateral - Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not. x is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 083586669

See Intergovernmental Service Agreement (IGSA) for complete agreement.

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c

COTR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

The purpose of this modification is to add CLIN 0005A - Detention Officer Transportation (DOT) Overtime to the IGSA at no cost to either party.

Continued ... b6, b7c

Except as provided herein, all terms and b6, b7c are changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Vice President, Contracts Administrati... b6, b7c	b6, b7c

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
b6, b7c	8/2/2012	8-2-12
(Signature of person authorized to sign)		

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EROIGSA-11-0003/P00002	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: $459,750.00 New Total Amount for this Version: $459,750.00 New Total Amount for this Award: $175,358,387.30 Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2011 to 05/31/2016 Add Item 0005A as follows:				
0005A	Detention Officer Transportation (DOT) (b)(7)e All DOT Overtime Hours of Service may be authorized and approved by the COR. Over Time incurred will be reimbursed at the overtime rate. Note: This is an estimated number for 5 years; the actual number may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00 This is a fixed price IGSA to supply goods and/or services at the amount indicated. Contractor should not provide any additional supplies or services and/or bill in any additional amount without authorization by the Contracting Officer. All other terms and conditions remain the same. Funding will be added by issuance of a Task Order.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	PRO-13-L011	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c , (949)425- b6, b7c
Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c , (949)425 b6, b7c
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE	0835866690000	FACILITY CODE	

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B. DATED *(SEE ITEM 13)* 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083586669

.

Finance/Program POC: b6, b7c at (213) 830 b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

.

This is an Undefinitized modification to increase the medical staffing by (b)(7)e Full-Time Employees (FTEs) as outlined in Attachment 1 - Increase Medical Staffing Plan and in accordance with the attached addition to the Appendix A - Statement of Work. This modification allows the Service Provider to start work immediately.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		b6, b7c	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Definitization: The Service Provider agrees to begin promptly negotiating with the Contracting Officer their proposal dated October 09, 2012. The schedule will provide for definitizing this modification within 60 days. If agreement on a definitive modification to supersede this modification is not reached within 60 days, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price, subject to the Service Provider appeal. In any event, the Service Provider shall proceed with completion of this modification subject only to the Limitation of Government Liability. Limitation of Government Liability: In performing this modification, the Contractor is not authorized to make expenditures or incur obligations exceeding $509,340.00 or an increase of $6.53 per bed day ($6.53 x 1,300 beds x 60 days). The maximum amount for which the Government shall be liable if this modification is terminated is $509,340.00. Pending definitization, the bed day rate shall not exceed the following: Rate for Guarantee 975 Beds Increase at $12.04 per Bed Day ($99.00 + $12.04 = $111.04) Rate for Incremental 325 Beds Increase at ($10.01) per Bed Day ($59.37 - $10.01 = $49.36) Rate for Total 1,300 Beds Increase at $6.53 per Bed Day ($89.09 + $6.53 = $95.62) Availability of Funds: Funds are not presently available for this modification. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Funding will be added by issuance of a task order. Continued ...				

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y . LIST OF CHANGES: Reason for Modification : Additional Work (new agreement) Total Amount for this Modification: $0.00 Period of Performance: 06/01/2011 to 05/31/2016 . All other terms and conditions within the referenced IGSA remain the same				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00004	See Block 16C	PRO-13-L032	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA	ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
ADELANTO CITY OF PO BOX 10 ADELANTO CA 923010010		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003
		10B. DATED (SEE ITEM 13) 05/31/2011

CODE 0835866690000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	Net Increase:	$0.00
Not Applicable		

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not x is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 083586669

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

The modification is issued to incorporate the following:

A) to change the Bed Day Rate, CLIN 0001, CLIN 0002, CLIN 0003 and CLIN 0004 due to the increase in medical staffing by (b)(7)e Full-Time Employees (FTEs) as outlined in Attachment 1 - Increase Medical Staffing Plan and in accordance with the attached addition to the Appendix A - Statement of Work.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
City of Adelanto - D. James Hart, Ph.D., City Mgr	b6, b7c

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	11/29/12	b6, b7c (Signature of Contracting Officer)	11-28-12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. *(If applicable)*
P00004	See Block 16C	PRO-13-L032	

6 ISSUED BY	CODE	7 ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c , (949)425- b6, b7c
Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE 0835866690000 FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO.

9B DATED *(SEE ITEM 11)*

x 10A MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B DATED *(SEE ITEM 13)* 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA *(If required)*
Not Applicable

Net Increase: $0.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor is not, x is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083586669

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

The modification is issued to incorporate the following:

A) to change the Bed Day Rate, CLIN 0001, CLIN 0002, CLIN 0003 and CLIN 0004 due to the increase in medical staffing by (b)(7)e Full-Time Employees (FTEs) as outlined in Attachment 1 - Increase Medical Staffing Plan and in accordance with the attached addition to the Appendix A - Statement of Work.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER *(Type or print)*		16A NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		b6, b7c	
15B CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C DATE SIGNED	16B UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B) to definitized modification, P00003 issued on October 16, 2012 Exempt Action: Y . LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: $0.00 Bed Day Rate for Guarantee 975 Beds Increase at $12.04 per Bed Day ($99.00 + $12.04 = $111.04) Bed Day Rate for Incremental 325 Beds Increase at ($10.01) per Bed Day ($59.37 - $10.01 = $49.36) Bed Day Rate for Total 1,300 Beds Increase at $6.53 per Bed Day ($89.09 + $6.53 = $95.62) New Total Amount for this Award: $168,000,000.00 CHANGES FOR LINE ITEM 0001 - Guarantee Bed Day Rate (Adelanto Processing Center-East) Unit Price changed from $99.00 to $111.04 CHANGES FOR LINE ITEM 0002 - Incremental Bed Day Rate (Adelanto Processing Center-East) Unit Price changed from $59.37 to $49.36 CHANGES FOR LINE ITEM 0003 - Guarantee Bed Day Rate (Adelanto Processing Center-West) Unit Price changed from $99.00 to $111.04 CHANGES FOR LINE ITEM 0004 - Incremental Bed Day Rate (Adelanto Processing Center-West) Unit Price changed from $59.37 to $49.36 Period of Performance: 06/01/2011 to 05/31/2016 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Bed Day Rate at 75% Minimum Guarantee for 650 beds at the Adelanto Processing Center-East (488 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). (10/01/2012 through 05/31/2016 = 1,335 days x 488 beds = 651,480 bed days).	637,816	DA	111.04	

ICE.2012FOIA3030Adelanto.000080

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Bed Day Rate at 25% for 650 beds at the Adelanto Processing Center-East (Incremental 162 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). (10/01/2012 through 05/31/2016 = 1,335 days x 162 beds - 216,270 bed days).	211,734	DA	49.36	
	Change Item 0003 to read as follows(amount shown is the obligated amount):				
0003	Bed Day Rate at 75% Minimum Guarantee for 650 beds at the Adelanto Processing Center-West (488 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). (10/01/2012 through 05/31/2016 = 1,335 days x 488 beds = 651,480 bed days).	637,816	DA	111.04	
	Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Bed Day Rate at 25% for 650 beds at the Adelanto Processing Center-West (Incremental 162 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). (10/01/2012 through 05/31/2016 = 1,335 days x 162 beds = 216,270 bed days).	211,734	DA	49.36	
	All other terms and conditions within the referenced IGSA remain the same Funding will be added by issuance of a task order. The total amount for the remaining 4 years award: $168,000,0000.00				

DEPARTMENT OF HOMELAND SECURITY (DHS)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS (ERO)

STATEMENT OF WORK

MEDICAL STAFFING

The service provider currently provides a staffing model of (b)(7)e personnel in support of Adelanto Detention Center staff as outlined below:

Health Care (ORIGINAL 1300 BEDS)						
	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Health Services Administrator	(b)(7)e					
Assistant Health Services Administrator						
Physician						
Psychologist						
Dentist						
Nurse Practitioner						
Registered Nurse-12312						
Licensed Practical Nurse-12073						
Licensed Practical Nurse-12073						
Dental Assistant-12020						
Medical Records Clerk-12160						
Medical Data Entry Clerk-12160						
Medication Aides-12100						
(CONVERTED TO Licensed Practical Nurses)						
Contract Staff						
Psychiatrist						
X-Ray Technician						
Lab Technician						
Sub Total						

ICE.2012FOIA3030Adelanto.000082

ICE-ERO requires that the City of Adelanto provide [b7e] additional medical personnel in support of the Adelanto Detention Center. The below graph provides the outline and positions

STAFFFING REQUIREMENTS:

ADDITIONAL MEDICAL STAFFING PERSONNEL		
Position	***No. Pos***	***Full/Part***
Physician	(b)(7)e	Full
Psychologist		Full
Dentist		Full
Nurse Practitioner		Full
Register Nurse		Full
Licensed Practical Nurse		Full
Dental assistant		Full
Psychiatrist		Full
X-Ray Technician		Full
Lab Technician		Full
Total New Positions		

The total positions required as a consequence of this addition will be [(b)(7)e] medical personnel. All medical personnel shall be fully licensed and possess the certifications as required by Local, State governments.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00005	11/26/2012		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA	ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
ADELANTO CITY OF PO BOX 10 ADELANTO CA 923010010	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003
		10B. DATED (SEE ITEM 13) 05/31/2011
CODE 0835866690000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 22.1002-3 -- Wage Determinations Based on Collective Bargaining Agreements
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor x is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 083586669

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

The purpose of this modification is to make the following changes to the contract at no cost to either party:
Incorporate the Collective Bargaining Agreement (CBA) Wage Determination no. CBA-2012-5487 dated 11/26/12 (Attachment 1 to this modification). U.S. Department of Labor Service Contract Act (SCA) Collective Bargaining Agreement Wage Determination # CBA-2012-5487 dated 11/26/12 is hereby incorporated into this contract.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	b6, b7c

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		b6, b7c (Signature of Contracting Officer)	11-27-12

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Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y . LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: $0.00 . Period of Performance: 06/01/2011 to 05/31/2016 . All other terms and conditions within the referenced IGSA remain the same				

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director — Division of Wage Determinations	Wage Determination No.: CBA-2012-5487 Revision No.: 1 Date Of Last Revision: 11/26/2012

State: California

Area: San Bernardino

Employed on Employed on Department of Homeland Security, ICE-DM-OAQ Laguna contract for Detention Management Services..

Collective Bargaining Agreement between contractor: City of Adelanto (The GEO Group Inc), and union: International Union, Secuirty, Police and Fire Professionals of Local 151 (SPF, effective 2/25/2011 through 2/24/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

DESERT VIEW MEDIUM COMMUNITY CORRECTIONAL FACILITY AND ADELANTO DETENTION FACILITIES (ADELANTO EAST AND WEST)

COLLECTIVE BARGAINING AGREEMENT

Between

THE GEO GROUP, INC. (GEO)

And

INTERNATIONAL UNION, SECURITY, POLICE and FIRE PROFESSIONALS OF AMERICA (SPFPA) And its Amalgamated LOCAL 151 (SPFPA)

Effective:

February 25, 2011 - February 24, 2014

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PREAMBLE

THIS AGREEMENT is entered into this 3rd day March 2011, by and between The GEO Group, Inc. (GEO), hereinafter referred to as the "Company," and the International Union, Security, Police and Fire Professionals of America (S.P.F.P.A.), and its amalgamated Local # 151 (S.P.F.P.A.), hereinafter referred to as the "Union."

The GEO Group, Inc. manages the Desert View Modified Community Correctional Facility in Adelanto, California under the terms of an operations and management agreement with the California Department of Corrections (CDC), hereinafter referred to as the "Client". As the management agent for the CDC, the terms of this document are governed by the California Penal Code and the California Code of Regulations, Title-15, Administration of Correctional Facilities and the Department Operations Manual. The Adelanto Detention Facilities (Adelanto East and West) are operated under terms and conditions of an operations and management agreement with the City of Adelanto. Operation of these facilities may be governed by regulations of the Department of Homeland Security, Immigration and Customs Enforcement (ICE) or the United States Marshals Service (USMS). As such, all appropriate regulations of these agencies shall be in force.

WITNESSETH

WHEREAS, the parties have entered into collective bargaining negotiations, which negotiations have resulted in complete agreement between the parties. NOW THEREFORE, it is agreed by and between the Company and the Union as follows:

ARTICLE 1
RECOGNITION AND PURPOSE

1.1 The Company and the Union agree to include, by accretion, the new facilities which comprise the Adelanto Detention Facility (Adelanto East and West). It is also agreed that within this Section detention services at certain facilities in San Bernardino County, California and surrounding areas includes Adelanto, California and the Adelanto Detention Facility (Adelanto East and West), therefore, the Company recognizes the International Union, Security, Police and Fire Professionals of America (S.P.F.P.A.) and its amalgamated Local # 151 as the exclusive collective bargaining representative for all full-time and part-time Correctional Officers employed by the Company at the Desert View Modified Community Correctional Facility in Adelanto, California, as defined in the NLRB certification 31-RC-8022 and all full-time and part-time Detention Officers employed at the Adelanto Detention Facilities (Adelanto East and West) and excludes corporals, sergeants, lieutenants, administrators, assistant facility administrators, captains, professional employees and supervisors as defined in the Act.

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1.2 For the purpose of this Agreement, the term "Officer" or "Officers" designates only such Officers as are covered by this Agreement.

1.3 It is the intent and purpose of the parties to this Agreement to establish and maintain a relationship built upon mutual trust and respect. It is recognized that such a relationship can best be achieved by open dialogue, timely resolution of differences, and negotiating in good faith.

ARTICLE 2
UNION SECURITY

2.1 All Officers hereafter employed by the Company in the classification covered by this Agreement shall become members of the Union and remain in good standing not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

2.2 An Officer who is not a member of the Union at the time this Agreement becomes effective shall become a member in good standing of the Union within ten (10) days after the thirty-first (31st) day following the effective date of this Agreement, and for the duration of this Agreement. Also as a condition of employment, an Officer shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

2.3 Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U. S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

2.4 In the event the Union requests the discharge of an Officer for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Officer, and the Company will not be required to discharge that Officer.

2.5 This Article shall be subject to all applicable state and federal laws.

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2.6 The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security Article.

ARTICLE 3
NON-DISCRIMINATION

3.1 The Company has the right to promulgate policies, reporting requirements and procedures regarding equal employment opportunity, discrimination and harassment. These policies, reporting requirements and procedures will, at a minimum, meet those required by California and/or Federal Laws and Regulations.

3.2 Neither the Company nor the Union shall discriminate against any Officer by reason of the following status: age, sex "except where age or sex is a bona fide occupational qualification", race or ethnic origin, color, national origin, religion, disability, disabled or Vietnam era veteran, political affiliation, marital status, or membership or non-membership in a union, or any other prohibited basis, and in a manner consistent with all applicable laws, regulations and orders.

3.3 The use of any male pronoun in this Agreement is a generic reference.

ARTICLE 4
HOURS OF WORK AND OVERTIME

4.1 For payroll purposes the normal workweek shall commence at 0000 hours on Monday and end 2359 on Sunday. The normal workday shall commence at the start of an Officer's shift and extend for a period of twenty-four (24) hours. The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week. It is understood that the description of a "normal work week" does not describe a pay period or the number of annual pay periods. The Company, at its sole discretion, will determine the number of annual pay periods based on its payroll system. The Company will not change an Officer's days off or schedule for the sole purpose of avoiding sixth or seventh day overtime.

4.2 Each Officer will be given a thirty (30) minute unpaid off-duty meal period approximately midway between the start and end of his shift. The Officer will not be required to perform any duties, whether active or inactive, while eating. Should the officer be required to perform any duties, whether active or inactive, the affected Officer will be paid for the meal period at the appropriate rate. Officers may also leave the facility for their meal period if they wish after contacting their supervisor.

4.3 Each Officer will be given two (2) ten (10) minute paid rest periods to be taken midway between each one-half (½) of his or her shift

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4.4 Officers required to attend a pre-shift briefing will be paid for the time so spent.

4.5 Overtime shall be paid as follows:

1. One and one-half (1 ½) times the Officer's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours up to and including twelve (12) hours within any given workday (or for all hours in excess of forty (40) hours worked in a single workweek) and for the first eight (8) hours worked on the seventh (7^{th}) day of work.

2. Double (2x) the Officer's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7^{th}) day of work in any workweek.

3. To ensure that Officers are paid for all hours actually worked (either regular or overtime hours) the Company will determine the method of collecting and processing time. Officers will be responsible for accurately applying the rules of any such time keeping process implemented by the Company. Any changes in the time keeping process will be provided to the Union within a reasonable time prior to the implementation. The method of time keeping will not be subject to the grievance and arbitration process as set forth in Article-12.

4.6 No overtime work shall be required or permitted, except by direction of the proper supervisory personnel of the Company, or except in cases of emergency where prior authorization cannot be obtained. Officers will be notified as soon as is reasonably possible of the need to work overtime. Officers will be notified of mandatory overtime in a timely manner, preferably two hours in advance, unless an emergency occurs, including "no call, no show."

4.7 The payment of overtime for any hour excludes that hour from consideration for overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.

4.8 In the event of "no-shows", Officers may be held over to the next shift until a replacement is found and the Officer has been properly relieved. Sub-section 4.9, d. of this article will be followed unless a Specialized Skill is necessary to meet operational needs.

4.9 In the event overtime cannot be filled from volunteers, the Company has the right to mandate that Officers work overtime. Mandatory overtime applies to all full-time members of the Officer work force. Part-time Officers may be mandated to work overtime in the event of emergency or other operational need. In an effort to fairly and equitably manage both volunteer and mandatory overtime opportunities, the following process will be adopted.

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a. The Company will prepare and maintain a seniority roster for each shift. This roster will be posted in the Shift Supervisor's Office. The Roster will be arranged in reverse order (least to most seniority).

b. Officers will have access to and may review the seniority list to review where they fall on the list in relation to other Officers, determine if they may fall into a mandatory category so they can make any necessary outside arrangements, and with the Supervisor, have an opportunity to correct any errors.

c. At the beginning of each shift overtime will be first offered on a volunteer basis to the Officers on a hold over or early in basis. If there are more volunteers than overtime opportunities, the volunteer with the most seniority will be provided the overtime opportunity. A volunteer call-in list will be available in the Shift Supervisors Office. Those Officers wishing to volunteer on a call in basis may do so by placing their name on the volunteer list. If volunteers are not available on a hold over or early in basis the Shift Supervisor will consult the volunteer call in list.

d. In the event there are an insufficient number of volunteers and mandatory overtime becomes necessary, overtime mandation will be determined by seniority, beginning with the least senior Officer being mandated first and continuing through the next least senior Officer each day. When an Officer (s) has been mandated to "Hold Over" overtime, if the Company calls in another Officer (s) to relieve the held over Officer(s), the Officer who has been mandated the most will be relieved without regard to seniority. In the event that Officer(s) have been mandated an equal number of times the most senior Officer will be relieved first. An Officer who has volunteered to stay over will be relieved last if a relief is called in.

e. Should it become necessary to call Officers at home for mandated overtime, the same process of least senior Officer being mandated first and continuing through the next least senior Officer each day. If the supervisor is unable to contact the least senior Officer, they will note the attempt and reason in a written log book and then attempt to contact the next Officer on the list. This log will be made available to shift stewards for the purpose of periodic review and resolution of errors. It is every Officer's responsibility to keep the Company informed of any changes in their address and phone number. The Company is not responsible for Officer's who do not keep them informed of their current contact number (s). Officers may supply a maximum of two contact phone numbers. One phone will be listed as the primary number. Another number (cell phone or other) may also be provided. Supervisors will make their initial call on the primary number provided by the Officer. Officers must provide an accurate primary contact phone number and inform supervisors should this

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number change. A failure to provide changes to primary or secondary phone numbers will result in appropriate discipline.

f. It is the Company's intention to use "Hold Over" overtime whenever possible in order to balance overtime opportunities between shifts. The Union recognizes that there may be posts that require specialized skills and in regard to those posts there may be times when strictly following the above overtime equalization process may not be possible. "Early In" overtime will only be available for specialized posts that require certain Officers' training and skills or in emergency cases. It is the Company's intention to use "Hold Over" whenever possible to fill vacant posts.

g. It is the Company's intention to avoid assigning either volunteer or mandatory overtime in error. Should a volunteer be passed over for an overtime assignment they will be given the next available volunteer overtime assignment. Should an Officer be mandated to work overtime out of turn, they will be not be considered for mandatory overtime the next time their name comes up to be mandated. Its only intent is to assist Officers when errors are made.

h. Supervisors will not receive bargaining unit overtime opportunities unless there are no volunteers, or the mandatory list of officers has been exhausted and/or in emergency situations, including "no call, no show."

The parties have also acknowledged that by mutual agreement this procedure may be modified from time to time to accommodate our changing environment. Such changes will be reduced to writing and signed by the Company's Corporate office and Union's Regional Vice President.

4.10 Failure to work mandated overtime will result in appropriate discipline, up to and including discharge.

4.11 Schedule shift swaps are authorized and Officers wishing to swap shifts must complete the Shift Swap Mutual Agreement Form five (5) days prior to the shifts that are to be swapped and are subject to the following conditions:

a. Each Officer is responsible for reporting to duty on the date or date (s) agreed upon.

b. The date (s) agreed upon are considered the Officer (s) regular working days.

c. The agreement only applies to the shift to be worked, not a specific post.

d. In instances where the swap covers two separate shifts both Shift Supervisors' approval will be required.

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e. Officers are not authorized to work more than 16 hours in a workday and must have an 8 hour rest period between shifts.

f. Approval is at the discretion of the Facility Captain, based upon the needs of the facility.

g. Officers shall understand that any failure to cover the date (s) within this mutual agreement may lead to appropriate discipline.

4.12 Part-time Officers not already scheduled to work will be called in, if necessary, by seniority (most senior to least senior). A part-time seniority list will be maintained in the Shift Supervisor's office. Part-time Officers will be able to view the Part-time seniority list to see where they fall. Should a Part-time Officer be called to work and he does not answer the call, the Supervisor will note the lack of response and move to the next most senior Officer on the seniority list.

ARTICLE 5
CALL-IN AND REPORTING PAY

5.1 Officers are required to report for work at their scheduled starting times. Because a failure to report on time can cause delays in filling the requirements for shift coverage, this may cause supervisors to attempt to find replacements and places a hardship on other Officers. Failing to report to work on time will result in progressive discipline as outlined in Article-14.

5.2 Officers are required to call the on-site Shift Supervisor, a minimum of two (2) hours prior to the start of the scheduled shift, if they are unable to work their scheduled shift. The failure to call a minimum of 2-hours prior to the start of the shift constitutes a violation and will result in progressive discipline as outlined in Article-14. Officers who fail to report for duty at least two (2) consecutively scheduled workdays without notifying the Shift Supervisor or higher authority (unless they were prevented from doing so due to circumstances beyond their control) will be considered as having abandoned their position and their employment will be terminated without recourse to the grievance and arbitration procedures set forth in Article-12.

5.3 An Officer who reports for work at his or her regular starting time or has been called in to work and has not been advised either orally or in writing not to report shall receive a minimum of four (4) hours work or four (4) hours pay at the appropriate hourly rate.

5.4 The provisions of Section 5.3 above shall not apply if the Company is unable to advise the Officer not to report or provide the work because of acts of God, fire, snowstorm, flood, power failure, or other conditions or causes beyond the control of the Company.

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ARTICLE 6
LEAVES OF ABSENCE

6.1 Other than those leaves included in this Article, the Employee Handbook is recognized as the source for specific information for FMLA, Military Leave, Maternity Leave, Jury Duty, etc.

6.2 The Company may grant a temporary leave of absence without pay to Officers for a period of up to thirty (30) calendar days for personal reasons. All leave requests shall be submitted in writing to the Facility Administrator. Upon approval by the Facility Administrator, the Officer will receive a signed copy of the request for their records. The Facility Administrator is the sole approving authority when considering leave requests.

6.3 Officers on leave shall report their availability for reassignment or return to work to the Facility Administrator or his designated representative, at least forty-eight (48) hours before the expiration of their leave. Failure to properly notify the Facility Administrator may result in administrative discipline up to and including termination of employment.

6.4 Union Leave: Upon two weeks advance notice, up to three elected delegates of the local will be granted an unpaid leave of absence to attend the General Convention of the International once every five years. Additionally, upon two weeks advance notice up to three representatives of the local will be granted unpaid leave of absence to attend the Regional Conference held approximately every two and one-half years and to attend any negotiations regarding the Collective Bargaining Agreement.

ARTICLE 7
NO STRIKE/NO LOCKOUT

7.1 The parties recognize the sensitive nature of the services provided by the Company to the Client and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

7.2 Under the term of this Agreement, the Union, its members and employees within the bargaining unit represented by the Union, individually and collectively, will not advocate, encourage, condone, or take part in any strike, sympathy strike, walkout, picketing, stay-in, slowdown, concerted refusal to work, or other curtailment or restricting of the Company's operations or interference with operations in or about the Company's premises, or equipment. The Company and its representatives agree not to engage in a lockout during the term of this Agreement.

7.3 The parties recognize the right of the Company to take such disciplinary action as the Company in its sole discretion determines appropriate, including discharge, against any employee or employees who participate in violation of this Article,

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whether such action is taken against all of the participants or against only certain participants, and the parties agree that the degree of the disciplinary action taken by the Company will not be considered a grievance or subject to review through the grievance procedure. It is understood and agreed by the parties that an employee does have the right to file a grievance solely on the issue of whether he did, in fact, violate any provisions of this Article. Separate grievances may not be joined in arbitration.

ARTICLE 8
COMPANY REGULATIONS

8.1 Any rules, regulations or directives (including, but not limited to the California Penal Code, Title 15 of the Code of Regulations and the Department Operations Manual or the Department of Homeland Security Immigration and Customs Enforcement or United States Marshals Service) which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the Officers hereunder. Officers are also required to adhere to Company Rules and Regulations.

8.2 The Company reserves the right, from time to time, to amend, add to or delete from its Company Rules and Regulations and practices unless such amendment, addition or deletion would violate a specific provision of this Agreement. Copies of Rules and Regulations so imposed will be made available to the Union upon request.

8.3 The Union shall receive copies of all rules before Officers are disciplined for a violation pursuant to Article-14 of this Agreement.

8.4 Typically all work rules that could result in discipline are contained in the Employee Handbook, the Collective Bargaining Agreement, Post Orders, through internal memoranda or other means, i.e., posted notices, shift briefing information, etc. Should there be any work rules contained in facility policy, the Company will provide any Officer reasonable access, during non work hours, to all facility policies for which they could be disciplined or that contain information related to their jobs or the Company, except those polices that are considered privileged, confidential or sensitive by the Company, its client or the appropriate American Correctional Association standards. Officers will not be disciplined for information contained in policies from which they are restricted.

8.5 The Union will be notified at least two weeks prior to, or sooner, of any Company proposed Facility policy, rules or regulation changes. The Company and the Union agree that occasions may arise where the Company may not be able to give two weeks notice, however the Company will give notice as soon as they become aware of the proposed change (s).

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ARTICLE 9
ACCESS TO FACILITY

9.1 Duly authorized representatives of the Union shall have reasonable access to the facility to ascertain whether the Agreement is being properly observed, provided that no interview shall be held during rush hours or interrupt operations or disrupt or interfere with the duties of any Officer. Rush Hours include, but are not limited to, count times, meal periods, major turnouts, shift changes, or other times when there is major inmate or staff movement or during an emergency situation.

9.2 Access to the facility after normal business hours (8:00 AM – 4:30 PM) will require prior approval from the Facility Administrator or his designee.

9.3 It is mutually understood that access to the facility is governed by client rules, and is subject to applicable client restrictions, and these rules and restrictions must be followed. Any representative of the International Union (or other union representative) requesting access to the facility must obtain proper clearance from the California Department of Corrections.

9.4 The representative of the Union shall contact the Facility Administrator, or his or her designee, then present themselves at the facility and inform the Facility Administrator, or his or her designee, of the circumstances of the visit. To the extent practicable the Union will provide the Facility Administrator with a one (1) week advanced notice before any visit by a representative of the International Union. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article.

9.5 The Local Union President, or his or her designee, will be allowed to meet with a group of new Officer trainees during the week of orientation. This shall be for approximately thirty (30) minutes to discuss being a Union member, hand out the Collective Bargaining Agreement, Dues Check-Off Authorization cards and membership application. Such access cannot be guaranteed on any specific advanced schedule. The Company will attempt to provide the Union representative with as much advance notice as possible.

ARTICLE 10
CHECK OFF/ADMINISTRATIVE FEES

10.1 Subject to the limitations of any state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by a member of the Union covered by this Agreement, the Union membership dues and initiation fees uniformly levied by the Union in accordance with said Union's constitution and by-laws, of each member of the Union who has in effect at that time proper authorization card executed by the Officer, authorizing the Company to make such deductions. A minimum of fifteen (15) days prior to the first deduction, the Union will advise the Company of the exact dollar amount due from each Officer.

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10.2 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the Secretary-Treasurer of the Union no later than the fifteenth (15^{th}) of the month subsequent to the month in which such sums were deducted by the Company.

10.3 The check-off authorization card to be executed and furnished to the Company by the Union and the Officers shall be the official Union authorization for check-off of dues, a copy of which shall be attached and made a part of this Agreement as Appendix-A. The Company shall accept no other form, unless the substitute is mutually agreed upon by the parties.

10.4 The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the Officer any deduction erroneously or illegally withheld from an Officer's earnings by the Company, which has been transmitted to the Union by the Company.

10.5 No deduction of Union dues will be made from the wages of any Officer who has executed a check-off form and has been transferred to a job not covered by this agreement or who is not in a pay status.

10.6 Anytime there is a change in the deduction authorization the Company will have a minimum of fifteen (15) workdays to put the change into effect.

10.7 An Officer who has executed a check-off form and who resigns or is otherwise discharged from the employ of the Company shall be deemed to have automatically revoked his or her assignment, and if the Officer is recalled or re-employed, further deduction of Union dues will be made only upon execution and receipt of a new check-off form.

10.8 The Union may assess appropriate "Administrative Fees" upon those Officers who elect not to become members of the Union, but who receive benefit from the negotiation of this Agreement.

10.9 Collection of back dues and/or administrative fees owed at the time of starting deductions of any Officer, and collection of dues missed because of the Officer's earnings were not sufficient to cover payment for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.

10.10 Deduction of membership dues and/or administrative fees shall be made, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Officer or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect

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dues shall not extend beyond the pay period in which the Officer's last day of work occurs.

10.11 The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.

ARTICLE 11
SENIORITY

11.1 For the first six (6) months worked following successful completion of facility orientation, an Officer shall be regarded as probationary and shall have no seniority or seniority rights whatsoever, and may be disciplined or discharged without recourse to the grievance procedure. Officers discharged during their probation do not have any rights under this Agreement. The Company, in consultation with the Union, may extend the probationary period in increments of 30-day blocks for up to a total of 90 additional days for training, retraining, work improvement, and additional evaluation. The first 30-day extension will be at the Company's discretion. Subsequent 30-day periods will require agreement by the Union. The Company shall provide details of any extension of the probationary period in writing. A copy will be provided to both the officer and the Union.

11.2 Seniority for full-time Officers under this Agreement shall begin on the Officer's date of hire. Seniority of Officers who start work on the same date shall be determined by the lowest of the last four digits of their social security number (SSN), the lower number will be the most senior. Seniority is defined as the length of continuous service with the Desert View Modified Community Correctional Facility and/or the length of continuous service with the Adelanto Detention Facility (Adelanto East and West) Part-time Officers will have seniority only among other part-time Officers. In the event of a layoff, Part-time Officers will be laid off before Full-time Officers. Part-time Officers who go full time will be entered on the Full-time Seniority list in the lowest position regardless of the length of Part-time service.

11.3 Seniority under this Agreement will have no influence on promotions or advancement within the Company. The benefits of seniority are limited to those specifically mentioned in this Agreement.

11.4 The Company agrees to prepare an updated site seniority list of Officers covered by this Agreement, a copy of which will be furnished to the Union monthly.

11.5 Officers will lose their seniority, and shall be discharged for any of the following:

a. Is laid off for more than 12-months;

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b. Absent due to illness or injury for more than six (6) months, or length of employment, whichever is less. Absences taken pursuant to the FMLA, CFRA, FEHA, and/or ADA are exempt under this provision;
c. Discharged;
d. Gives a false reason for a leave of absence and/or engages in other employment during such leave;
e. Fails to meet qualification/re-qualification requirements in accordance with the client and/or other Governmental Agencies regulations having jurisdiction;
f. Fails to obtain and/or maintain a security clearance;
g. Fails to return from layoff upon recall as provided below;
h. If the Officer voluntarily resigns or retires; or
i. If the Officer is convicted of a felony, thereby being unable to be licensed.

11.6 Layoff and recalls there from shall be affected and considered on the basis of seniority. Positions requiring "special training and/or skills" will be exempt from the seniority process.

11.7 Laid-off Officers shall have callback rights for a period of twelve (12) months or length of employment whichever is less, and shall retain their accumulated seniority as of the date of layoff.

11.8 In case of re-employment, Officers who have been laid off shall be notified to return to work, at their last known address, in reverse order of lay-off. The notice will be by certified mail return receipt. In the event a former Officer so notified fails to report for work within five (5) days after receipt of such notice, his seniority shall be terminated.

11.9 It will be the responsibility of the laid-off Officer to keep the Company notified of any change of address, and current phone number.

11.10 Part-time Officers desiring to go full-time will be given consideration before new Officers are hired.

11.11 An Officer promoted from a bargaining unit position will, should they return to a bargaining unit position, have lost their seniority and will be entered on the seniority list in the lowest position. In cases where an Officer serves in a position not covered by the bargaining unit in a temporary or acting capacity and returns to the bargaining unit he will return with his seniority intact. Notice of such temporary assignments will be provided to the Union in advance.

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ARTICLE 12
GRIEVANCE PROCEDURE AND ARBITRATION

12.1 The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between the Company and Officers so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. A grievance is defined as a violation of a specific term or provision of this Agreement. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. This grievance procedure is not intended for complaints of harassment or discrimination as referenced in the Employment Handbook and DVMCCF Policy #1.C.12.

12.2 It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in process, an Officer seeks resolution of the matter in any other forum, whether administrative or judicial, the Company shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.

12.3 An Officer who believes that any provision of this Agreement has not been properly applied or interpreted may present his or her grievance to be settled by the following procedures. During each step of the grievance procedure the Company has the right to perform a reasonable investigation into the complaint. The investigation may include but is not limited to: conducting interviews, having officers prepare written statements, review records, etc.

In order to advise a grievant, representatives of the local Union may request copies of the information used by the Company to reach its conclusions for any response to a grievance that was filed by bargaining unit members through the Local. Disclosure of any confidential information relative to individual Officers will require written authorization from the subject Officer(s). Officers will hold the Company harmless for any information it provides to the Union with the Officer's appropriate authorization. Information that is not relevant to the grievance in question, is considered privileged and/or confidential by the Company or the Officer in question or that is protected by State or Federal law will not be made available.

a. Step 1: The aggrieved Officer may present the complaint informally to his or her supervisor. If resolution is achieved at this informal level, the

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matter does not need to be reduced to writing and will be considered closed.

b. Step 2: An Officer who believes he or she has an unresolved grievance shall reduce the grievance to writing and present it to the Facility Human Resource Representative within five (5) workdays after the occurrence of the facts giving rise to the grievance. Human Resources will log the grievance, provide a tracking number and deliver the grievance to the facility Captain within two (2) workdays for response.

The Captain will have five (5) workdays, not to include scheduled days off, after receipt from Human Resources to respond to either an original or amended grievance. If requested by the aggrieved Officer, a Union Steward may be present at such presentation.

An official grievance will provide (at a minimum) the following information:

1. The specific terms of the Agreement alleged to have been violated;
2. A specific description of the grounds of the grievance including names, dates, places and times;
3. The proposed remedy being sought by the grievant;
4. The name, mailing address, and signature of the grievant;
5. Date of submission.

Failure to provide all information on the grievance form (items 1 through 5 above) will be grounds for the return of the grievance to the grievant. If the grievance is not amended and returned within five (5) workdays, the grievance will be deemed withdrawn.

c. Step 3: If the grievance is not resolved in Step 2, the local Union President or his or her designee will request a meeting to discuss the grievance with the Facility Administrator or his or her designee within seven (7) workdays of the denial by the Captain. The Facility Administrator or his or her designee shall respond in writing within ten (10) workdays of the presentation of the grievance stating his final answer.

d. If the grievance is not resolved in Step 3, the local Union President or the President's designee, within ten (10) workdays of the denial by the Facility Administrator or his or her designee, may submit the written grievance to arbitration.

e. Officers have the right, if they so request, to have a Union representative present during each step of the grievance process. It is understood between the parties that the local Union President, Vice President, Shift Steward or alternate may act as the representative in question.

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f. As referenced in this Article, workdays do not include Saturday, Sunday, Holidays or scheduled off days. Scheduled days off apply to both the Officer and the Company Representative.

12.4 Only those grievances which have been processed in strict accordance with the requirements of the above paragraphs and which remain unsettled shall be processed to arbitration in accordance with the procedures and limitations described herein.

12.5 The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.

12.6 The Arbitrator shall be selected from a panel of seven (7) proposed arbitrators, submitted by the Federal Mediation and Conciliation Services. The party requesting arbitration shall be responsible for contacting the FMCS to obtain the list. If the two parties cannot agree on an arbitrator during the review of the original list, a second list of prospective arbitrators may be requested from the FMCS. If the parties still cannot agree on an arbitrator then the strike method will be used on the second list.

12.7 Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated, but only with mutual consent of the parties. No grievance filed after the termination of this Agreement shall be arbitrable.

12.8 The arbitrator shall be governed at all times wholly by the terms of this Agreement. With respect to Article-14 of the Agreement, the arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted and is prohibited from using any standard not specifically specified in this Agreement, including but not limited to notions of industrial standards.

12.9 No claim for back wages under this Agreement shall exceed the amount of earnings the Officer would have otherwise earned by working for the Company, less any and all compensation the Officer received from any other source, including unemployment compensation. Under no circumstances will interest charges be included in any award for back pay. In the event an Officer is awarded back pay as a result of an arbitrator's ruling, deducted from the award will be any amounts received by the Officer for unemployment compensation and interim

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earnings, as well as any amounts which could have been earned through reasonable efforts by the employee to mitigate. In no event may the arbitrator enter a monetary award for any item other than lost wages. The Arbitrator shall not have the power to award punitive or exemplary damages, attorney's fees, or any other form of non wage damages.

12.10 Issues of arbitrability shall be separated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) work days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with Section 12.3d. at a mutually agreeable time.

12.11 Should either of the parties fail to attend the hearing as agreed, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party, and shall be empowered to render a final decision, and award on the basis of only the evidence presented.

12.12 All fees and expenses of arbitration shall be borne equally by the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The requesting party is responsible for the cost of the stenotype reporter and the transcript of the proceedings.

12.13 The decision or award of the arbitrator shall be final and binding upon the Company, the Union and the grievant, provided any party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to applicable law.

12.14 Nothing in this article shall be constructed to circumvent the right of any Officer to take a grievance up with the Company and have same resolved without the intervention of the Union provided the settlement is not inconsistent with any of the provisions of the Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of settlement.

12.15 Any Officer or Union policy grievance not appealed or processed strictly within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Company. Any grievance step not answered by the Company within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to the next step of the grievance process by the Union at any time within ten (10) work days of the Company's default.

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12.16 No grievance shall be filed or processed if it concerns a matter occurring more than five (5) work days before the Company or the affected Officer(s) knew or should have reasonably known that the events would result in the filing of an official grievance.

12.17 It is the specific intention of the parties that the grievance and arbitration procedures set forth herein are the exclusive and sole mechanism for the resolution of any grievances, disputes, disagreements or claims made under or related to this Agreement.

12.18 Nothing contained herein shall prohibit the Company's ability to file and process its own grievance under the procedure outlined above.

12.19 In the event the parties settle any grievance prior to a final and binding determination by an arbitrator, such settlement shall be on a non precedent setting basis unless the parties affirmatively state otherwise in writing signed by both parties. Evidence of any such non precedent setting settlements shall not be admissible in any proceedings under this Article, including but not limited to, arbitration hearings.

12.20 The Company will provide copies of all disciplinary notices to the affected Officer.

ARTICLE 13
UNIFORMS

13.1 Uniforms and equipment shall be supplied where required by the Company, and replaced as necessary. Uniforms or equipment worn or used by the Officers who are on duty shall be prescribed by the Company, and no deviation from the Company's requirements shall be practiced except with the consent of the Company.

13.2 Uniforms, equipment, and other Company issued items remain the property of the Company and must be returned upon separation, or instead the Officer must pay eighty percent (80%) replacement cost for uniform items and pay one hundred percent (100%) of replacement cost of unreturned equipment.

13.3 The following lists those Uniform items provided by the Company which (except where noted) are required to be returned by the Officer at the end of his service:

a. Company ID Card and/or insignia
b. 5-Shirts
c. 5-Pairs Pants
d. 1-Belt
e. 1-Cap (this item need not be returned at the end of service)
f. 1-Badge

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g. 1-Removable Lined All-Weather Jacket
h. 1-Whistle and Chain
i. 1-Name Tag
j. 1-Utility Belt with Radio Holster

ARTICLE 14
JUST CAUSE

14.1 Except where otherwise provided in this Agreement, where appropriate, the Company will adhere to concepts of Progressive Discipline, which it defines as the corrective process of applying penalties short of dismissal or long-term suspension where conduct is of a less serious nature. The nature of discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the Company's authority to dismiss for serious offenses that cannot be condoned. Officers may be suspended without pay during a disciplinary investigation. Should the officer be reinstated he will receive pay for all lost regularly scheduled time at their regular hourly rate.

14.2 No Officer shall be disciplined or discharged without just cause. The Company shall notify the Union in writing, that the services of an Officer are no longer desirable, and that he has been disciplined or discharged. Any Officer not granted a required security clearance or fails to maintain licenses required for the position shall be discharged without recourse to grievance or arbitration procedures.

14.3 The following are representative of the reasons that constitute Just Cause for immediate dismissal:

- Dishonesty,
- The illegal use, sale or possession of narcotics, drugs or alcohol,
- Any type of theft,
- Insubordination,
- Workplace Violence
- Being under the influence of drugs and/or alcohol,
- Leaving a duty post without being properly relieved,
- Inattention to post (sleeping, reading non work related materials, TV, radio, etc.),
- Sexual and other forms of harassment, in conjunction with the Company's general orders and regulations.

14.4 Other disciplinary action will consist of:

- Verbal Counseling, and so noted in the personnel file

- Written Reprimand, and so noted in the personnel file.

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- Work Improvement Plan: A plan specifically tailored to improve identified weaknesses in an Officer may be imposed for a period of one (1) to twelve (12) months. During this time, Officers will receive regular feedback from appropriate supervisors. At the end of the designated period, the Officer's suitability for employment will be re-evaluated.

- Suspension: A temporary layoff without pay for serious misconduct or repeated offenses.

- Dismissal: The result of a serious breach of a rule, standard, practice, policy, procedure or as a result of repeated disciplinary problems.

To decide on the appropriate action the Company may consider: the seriousness of the Officer's conduct, employment record, ability to correct the conduct, actions taken for similar conduct by other Officers, how the conduct affects prisoners, the client and the public and other circumstances.

14.5 Any Officer arrested for a felony or serious misdemeanor will be placed on leave without pay pending resolution of any criminal prosecution stemming from the arrest. If the criminal prosecution has not been resolved within 12 months of the arrest; the Officer enters a plea of guilty or nolo contendere to the criminal charges stemming from the arrest; or the Officer is found guilty of the charges stemming from the arrest, then the Officer will be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this agreement. If the Officer is found not guilty or the charges are dropped, the Officer will be reinstated with no back pay (unless the charges were initiated by the Company), but with no loss of seniority. The Company retains the prerogative to review the circumstances surrounding the arrest and based on its findings will take appropriate disciplinary action, if warranted.

14.6 Disciplinary actions, excluding statutory claims that have been upheld, will remain in an Officer's personnel file, but cannot be used against the Officer after the expiration of 12 months from the date of the last violation.

ARTICLE 15
SAVINGS CLAUSE

15.1 SHOULD ANY PART OF THIS AGREEMENT, OR ANY PORTION THEREIN CONTAINED BE RENDERED OR DECLARED ILLEGAL, INVALID, OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, INCLUSIVE OF APPEALS, IF ANY, OR BY THE DECISION OF ANY AUTHORIZED GOVERNMENTAL AGENCY, SUCH INVALIDATION OF SUCH PART OF THIS AGREEMENT SHALL NOT INVALIDATE THE REMAINING PORTIONS THEREOF. IN THE EVENT OF SUCH OCCURRENCE, THE PARTIES AGREE TO MEET IMMEDIATELY, AND IF POSSIBLE, TO NEGOTIATE SUBSTITUTE

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PROVISIONS FOR SUCH PARTS OR PORTIONS RENDERED OR DECLARED ILLEGAL OR INVALID. THE REMAINING PARTS AND PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ARTICLE 16
MANAGEMENT RIGHTS

16.1 Subject to the express provisions of this Agreement, management's rights include those listed in this article as well as any rights that are usual and customary.

16.2 The management of the Company's operations and direction of the working forces, including, but not limited to: establish new jobs; abolish or change existing jobs; assign and change work duties and responsibilities; employ; promote; demote; train; transfer; lay off; recall; discipline, suspend or discharge; determine the number of employees necessary for any operation; determine the number of hours to be worked; schedule hours of work, including starting and quitting times and meal and break times; increase and decrease the work force; establish, change, and maintain performance standards and methods; deploy the workforce within the facility in the manner it considers the most effective and efficient to meet the operational needs; determine the qualifications, efficiency and ability of employees; maintain the efficiency of operations and employees; determine services to be offered; determine the source of supply for all services, goods, or materials; institute technological changes or improvements in operations; use temporary employees from third party providers, as long as it does not result in layoff or reduction of hours of bargaining members; transfer operations; decide the number and location of facilities; close a facility or a portion thereof; acquire, sell to or merge with other companies; require the taking of physical, mental, drug, or alcohol tests; require Officers to consent to credit checks; require officers complete cooperation in investigation of potential theft or fraud; and make and revise such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees in respect of such operations as are deemed advisable, will be vested exclusively in the company, subject only to such limitations as are specifically set forth in this Agreement. The Company need not necessarily exercise rights reserved to it, or if the Company does exercise its reserved rights in any particular way, such will not be deemed a waiver of its right to exercise them in other ways not in conflict with the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management's rights herein shall not be deemed to exclude any other management rights.

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ARTICLE 17A
(OFFICERS WORKING AT THE DESERT VIEW MEDIUM COMMUNITY CORRECTIONAL FACILITY-ONLY)
SICK LEAVE/TARDINESS

17A.1 The provisions of this article do not apply to the conditions required by State or Federal regulations i.e., FMLA, ADA, California Family Rights Act, California Fair Employment and Housing Act or other governing statutes.

17A.2 Sick Leave

a. During the term of this Agreement, full-time and probationary Officers shall, after 90 days of service, accrue four (4) hours of Sick Leave for each month of service not to exceed forty-eight (48) hours per anniversary year of employment. Sick leave is to be used to cover absences necessitated by personal illness or family emergency, and visits to a doctor or dentist in instances where it is impossible to schedule such visits during off duty hours.

b. Sick Pay shall be paid at the Officer's straight-time hourly pay rate, eight (8) hours per day and will not be considered as hours worked for the purpose of computing overtime.

c. Officers may accumulate and carry over Sick Leave up to 240 hours (30 workdays) from one anniversary year to the next. Officers are not paid for unused Sick Leave when they resign or are discharged.

d. As an incentive for non-use of Sick Leave, Officers who have satisfactorily completed their probationary period, can earn one personal leave-day with pay for perfect attendance from January 1st through June 30th and another day from July 1 through December 31st. Personal Leave days must be taken in the 180-day period after it was earned. Entitlement shall begin after completing the first, full six (6) month period described above. The Officer may use an earned personal leave-day anytime during the 6 month period after the date it was earned. The Officer must notify his or her supervisor of his or her intent to take an earned personal leave-day at least 5 days in advance. The use of said earned day shall not affect future accumulation.

e. If more than one Officer requests to take a personal leave day and the Company is not able to grant all requests, the Officer with the most seniority will be given preference. It is understood that, based on security concerns, the Company may not be able to grant an Officer's request for personal leave time; however, the Company will make every effort to approve personal leave if possible.

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f. Proof of illness in the form of a doctor's medical certificate shall be required if any Officer is absent for three (3) consecutive workdays or if the illness occurs during an Officer's annual leave. For absences of less than three (3) days, a doctor's certificate may be required if the Company has reasonable grounds to believe that the officer has been, or is, abusing his Sick Leave privileges as outlined in section (i.) below. Any misrepresentation will result in discipline as outlined in Article-14.

g. Unless an emergency occurs which prevents the giving of notice of the utilization of Sick Leave, the facts and circumstances of which may require verification, the Officer shall personally notify the shift supervisor of his or her illness at least two (2) hours before the scheduled beginning of work. If possible, Officers shall give earlier notice.

h. Any Officer whose established attendance record or circumstances of any absence are questionable may be required by the Company to produce evidence of illness.

i. Being ill before or after days off, paydays, company holidays or functions, scheduled vacation days, calendar holidays or other events, will cause Officers to come to the attention of their supervisors who will discuss the issue with them, set expectations for future performance and begin the progressive disciplinary process as outlined in Article-14. Should an Officer provide to the Company a valid doctor's excuse or documented excuse for an appointment, scheduled appointment or family medical emergency which would otherwise qualify for the use of sick leave, such absences will not be indicative of forming a pattern of abusing sick leave.

j. Sick leave shall not be allowed in advance of being earned. In the event an Officer has not earned sick leave or exhausts all sick leave benefits, absences will be recorded as unpaid time and said absences shall be considered unexcused.

k. The use of Sick Leave shall not be accepted for personal days off or to compensate Officers who miss work for any reason other than those listed in 17.2, a. of this Article.

l. All absences from work, other than those allowed in this Agreement (sick leave, vacation, jury duty, etc.) will be considered unexcused absences. Unexcused absences will result in disciplinary action, up to and including discharge.

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17A.3 Tardiness

a. Tardiness is defined as failing to report for duty at the scheduled reporting time within the parameters established by the time keeping system.

b. Tardiness will be monitored by supervisors who will take the following actions for violations:

1. First Tardy: Supervisors will issue a verbal counseling (noted in personnel file).

2. Second Tardy: (within 120-days of the first tardy) Supervisors will issue a Written Counseling and place the Officer on a 120-day Work Improvement Plan.

3. Third Tardy: (first tardy after 120-day the Work Improvement Plan began) Supervisors will issue a Written Reprimand.

4. Fourth Tardy: (second tardy after the 120-day Work Improvement Plan began). Supervisors will suspend the Officer without pay for five (5) scheduled workdays.

5. Fifth Tardy: (third tardy after the 120-day Work Improvement Plan began). Supervisors will suspend the Officer without pay. The Facility Administrator will recommend termination of the Officer through the appropriate corporate review process.

c. If at any time after a Work Improvement Plan has been implemented an Officer is tardy free for a period of 120 consecutive days the officer will be returned to the beginning of the process outlined in Section-b.

d. The 120-day period represents calendar days and not scheduled workdays.

e. The Company reserves the right to discharge Officers who, in its opinion, demonstrate a pattern of abusing this process.

ARTICLE 17B
(OFFICERS WORKING AT ADELANTO DETENTION FACILITY ADELANTO EAST AND WEST ONLY)
EXCUSED/UNEXCUSED ABSENCES and TARDINESS

17B.1 The Company and the Union agree that prompt and consistent attendance is an important part of the performance record each Officer builds from the day they are hired. The success of an Officer depends in large measure on how well he performs the job *each day*. Attendance in a detention environment is essential to providing for the safety and security of the facility and providing the services

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required of the Company and the Client. Officers are expected to work their scheduled shifts and if unable to do so, to follow certain guidelines that will assist their fellow Officers and facility Management to meet contractual post assignment obligations.

17B.2 The processes below allow for a number of occurrences of tardiness and/or unexcused absences before any discipline is administered, because it is recognized that a reasonable amount of absence due to a bona fide sickness or emergency situation is often beyond the control of the employee. On the other hand, the parties agree that the facility is entitled to a reasonable degree of regularity in the attendance of Officers, and that disciplinary action is proper for failure to adhere to a reasonable attendance standard. Therefore, procedures contained in this Article will be consistently applied to all Officers.

17B.3 All absences from work, other than those allowed in this Agreement will be considered unexcused absences. Unexcused absences will result in progressive disciplinary action that could lead to discharge. Officers will not be required to forfeit Vacation Time to compensate the Company for an unexcused absence.

17B.4 Excused Absences are those absences that have been approved in advance by the Officer's Supervisor. Examples of an Excused Absence are vacation time, jury duty, bereavement leave, etc. The provisions of this article do not apply to the conditions required by State or Federal regulations i.e., FMLA, Military Leave, or other governing statutes.

17B.5 An Unexcused Absence is defined as any absence from work that has not been pre-approved by the Officer's Supervisor. An example of an unexcused absence is calling off a scheduled shift. A rolling twelve (12) month period is the applicable period of time within which occurrences are counted under this section. Each separate time an employee is absent is counted as one "occurrence" and the Officer will receive one (1) point for each occurrence. Consecutive days of absence for the same reason will count as only one "occurrence" except as provided in Section 17.5, e below. Each time an Officer is tardy will count as one-half (1/2) an occurrence and the Officer will receive one-half (1/2) of a point.

a. All absences from work, other than those allowed in this Agreement (vacation, bereavement leave, jury duty, etc.) will be considered unexcused absences. Any Officer whose established attendance record or circumstances of any absence are questionable may be required by the Company to produce evidence of illness.

b. Unless an emergency occurs which prevents the giving of notice that the Officer is unable to work his scheduled shift, the facts and circumstances of which may require verification, the Officer shall personally notify the Shift Supervisor at least two (2) hours before the scheduled beginning of his shift. If possible, Officers shall give earlier notice.

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c. If any Officer is absent for three (3) consecutive workdays or if the illness occurs during an Officer's annual leave, proof of illness in the form of a doctor's medical certificate shall be required. For absences of less than three (3) days, a doctor's certificate may be required if the Company has reasonable grounds to believe that the Officer has been, or is, abusing this process. Any misrepresentation will result in discipline as outlined in Article-14.

d. Patterns of unexcused absences, such as calling in before or after: days off, paydays, company holidays or functions, scheduled vacation days, calendar holidays or other events, will cause Officers to come to the attention of their supervisors who will discuss the issue with them, set expectations for future performance and begin the progressive disciplinary process as outlined in Article-14.

e. As noted in Article 5, Section 5.3 above, any Officer who is absent for a period of two (2) consecutive days without notifying their Supervisor or higher authority will be considered as having abandoned their position and their employment will be terminated.

17B.6 Tardiness is defined as failing to report for duty at the scheduled reporting time within the parameters established by the time keeping system.

17B.7 Unexcused Absences and Tardiness will be monitored by the Officer's Supervisor in conjunction with the facility Human Resources or Payroll personnel.

17B.8 The following accumulative total points received during any rolling 12-month period will result in disciplinary action as described below:

2 Points..... First Warning -Verbal
4 Points..... Second Warning - Written
6 Points.....Final Reprimand
8 Points.....Dismissal

For example, if an employee receives two (2) Points, the employee will be issued a Verbal Counseling. When the employee receives two (2) additional Points, for an accumulated total of four (4) Points, the employee will receive a Written Reprimand. (Each two (2) additional points during any rolling 12-month period will result in the next disciplinary step.)

17B.9 The Company reserves the right to discharge Officers who, in its opinion, demonstrate a continuing pattern of abusing this process.

17B.10 As an incentive for Perfect Attendance Officers have the opportunity to earn two Perfect Attendance Days per year. If an Officer has Perfect Attendance for a six (6) month period between January 1st and June 30th or between July 1st and

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December 31st, they will receive one personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Officers must inform their Supervisor at least two weeks in advance of taking any earned paid personal holiday. Perfect Attendance is defined as having no Unexcused Absences or Tardiness.

ARTICLE 18
JURY DUTY AND WITNESS PAY

18.1 Officers are required to provide a copy of the Notice of Jury Service upon receipt. They are required to inform their Supervisor as soon as possible after learning the specific date of service required. Upon presenting documentation of jury service performed the Company shall reimburse the Officer for each regularly scheduled hour missed. The Officer will receive his straight-time hourly pay rate, up to eight (8) hours per scheduled workday missed to a maximum of ten (10) days in any 12-month period. Transportation fees provided to Officers for serving as a juror shall not be considered as jury duty pay. Officers are expected to return to work if excused from jury duty in time to perform at least four (4) hours of a work shift.

18.2 If an Officer, while serving as an Officer for the Company, is called as a witness for the Company, the Client or for the prosecution for a crime involving a work related incident, the Officer (unless he is the defendant in the case at question) will be compensated for all time so served at the appropriate rate.

18.3 Jury duty shall not be considered as time worked for the purpose of computing overtime.

18.4 Witness pay, as defined in Section 18.2, will be considered as time worked for the purpose of computing overtime.

ARTICLE 19
BEREAVEMENT PAY

19.1 Upon the death of a:

- Parent,
- Spouse,
- Spouse's parent,
- Child,
- Step parent,
- Step-child,
- Child's spouse,
- Grandchild,
- Grandparent,
- Brother or sister, or

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- Other person, as designated by appropriate statute,

of a full-time non-probationary Officer, the Officer will be granted up to three (3) days leave with pay, not including the Officer's regular days off, in order for the Officer to make arrangements for and to attend the funeral. The Officer is required to provide a newspaper clipping, death certificate, funeral program or other form of validation.

19.2 Bereavement Pay shall not be considered as time worked for the purposes of computing overtime.

19.3 Upon a death qualifying under Section 19.1, the Facility Administrator, or his or her designee, will consider, on a case-by-case basis, requests to extend Bereavement Leave through the use of available vacation time or approved GEO Leave.

ARTICLE 20
HOLIDAYS

20.1 The Company will provide full-time Officers the following ten (10) paid holidays regardless of the day on which the holiday falls:

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Officer's Personal Day*

*Officers are required to notify their shift supervisor 2 weeks prior to their choice of day they intend to take their personal holiday.

20.2 Officers may opt to take their personal holiday on any day they are scheduled to work (e.g., the actual day of their birthday, the actual birthday of their spouse or another family member, the actual day of their anniversary, or another day of personal significance to the particular officer). Whatever day an Officer elects to take as his or her personal holiday, the Officer must still notify the shift supervisor 2 weeks in advance of the chosen day. Should more than one Officer select the same day off, the administration retains the right to approve the number of Officers that will be allowed to take the day off. Selection will be made on a first come, first served basis.

20.3 Officers scheduled to work and those not scheduled but who work a listed holiday will be paid at their regular hourly rate for all hours worked on the holiday, plus eight (8) hours of Holiday Pay at their regular straight-time hourly rate. Appropriate overtime rules apply to the actual number of hours worked on a

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holiday or during a week in which a holiday falls. The eight (8) hours of Holiday Pay are not included as hours worked for the purpose of calculating overtime.

20.4 Officers in an active payroll status who are not scheduled to work and who do not work on a listed holiday will be paid eight (8) hours of Holiday Pay at their regular straight-time hourly rate.

20.5 An Officer scheduled to work a holiday, and who does not work, will forfeit Holiday Pay, and may otherwise be subject to disciplinary action consistent with sick leave or absences as noted in applicable Article 17.

20.6 Hours paid under section 20.3 above will not be considered as hours worked for the purpose of computing overtime.

ARTICLE 21
VACATION

21.1 During the term of this Agreement, the Company will provide paid vacation for full-time, Officers as follows:

Years Service	Pay Period Accrual	Annual Accrual
1. Less than 5 years	3.077 Hours	80 Hours
2. Greater than 5 but less than 10 years	4.616 Hours	120 Hours
3. Greater than 10 years	6.154 Hours	160 Hours

21.2 Officers accrue vacation time every pay period beginning upon their date of hire (also referred to as their anniversary date).

21.3 Officers are encouraged to take vacation time within the twelve (12) month period following each anniversary year of employment. Officers may accrue vacation up to a maximum of one hundred twenty (120) hours in excess of their annual vacation benefit. Officers working at Adelanto East and West will not be allowed to accrue or carry over vacation time from one anniversary year to the next and must be paid for any unused vacation time at the end of each anniversary year.

21.4 Unused vacation that has been earned and vested shall be paid at the time of separation from employment with GEO in accordance with the provisions of state law.

21.5 If a designated holiday named in this Agreement falls during an Officer's vacation period, such Officer shall be entitled to receive pay for such holiday [eight (8) hours at the Officer's straight time hourly rate in addition to their vacation pay].

21.6 Vacation preferences will be determined as follows:

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a. Officers will select their preference for vacation based on seniority within their shift during an open selection period from January 1st through January 15th each year. Officers should be prepared to submit their request on January 1st. Generally accrued vacation time should be taken in 8-hour segments, however Officers may use accrued vacation time in as little as 1-hour segments if they so chose. Officers may take accrued vacation in weekly blocks up to and including the number of weekly blocks accrued in one year. Upon seven (7) days advanced written notice to the payroll clerk Officers may choose to receive vacation pay prior to the start of their approved vacation time.

b. Employees filing their vacation requests during the January 1st through January 15th will be schedule by seniority. If more vacation requests than are allotted are received for any period of time seniority selection will continue until all vacation is scheduled.

c. The Company will attempt to meet work requirements in accordance with the vacation schedule. Failing in this, the Company will designate those employees whose services cannot be spared on a reverse seniority basis.

d. Officers who are entitled to more than two weeks of vacation will be allowed a second round selection period from January 15th to January 31st.

e. An Officer who elects not to make a selection during the open selection period or who has not earned vacation time by the end of the first open selection period may choose their vacation time from the remaining available dates on a first come first served basis.

f. If an Officer changes shifts on an involuntary basis he will be allowed to retain his preferred vacation time. In these cases should the Officer's days off change the Company will make every attempt to adjust his vacation days with his new days off. Should an Officer change shifts on a voluntary basis he will be required to select his vacation from the remaining available dates.

g. The Company shall approve the time an Officer takes his vacation. Once vacation time has been approved, it is not the intent of the Company to deny vacation except in cases of emergency.

h. Approval of vacation time requires a minimum of two weeks prior notice from the Officer.

21.7 Vacation time shall not be considered as time worked for the purpose of computing overtime.

21.8 Except as provided in sections 21.3 and 21.4, Officers entitled to vacation will not be given pay in lieu thereof.

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ARTICLE 22
401(k) PLAN

22.1 The Company shall provide a 401(k) Plan for all eligible Officers under the terms and conditions specified in the plan booklet. The provisions of said plan shall be no less than those in effect as of the date of this Agreement. Officers may elect to participate in said Plan on a voluntary basis. The terms and conditions of the Plan are not subject to the grievance or arbitration process.

22.2 On an annual basis, the Company agrees to match 50% of an Officer's contribution up to a maximum 5% of his annualized pay into the 401K plan. Officers are eligible for the Company match upon enrollment in the plan and with the first pay period after enrollment papers have been processed. This does not limit an Officer's contribution to the 401K. Officers may elect to contribute any percentage of their base pay to the Plan up to any specified legal limitations. However, the 50% Company match is limited to the first 5% of Officers contributions.

22.3 Should the plan benefits be increased over the life of the Agreement the Company will provide any increased contributions to the Officers covered by this Agreement.

ARTICLE 23
WAGES

23.1 Officers working at the Desert View Medium Community Correctional Facility shall receive the minimum hourly rates of pay on the dates indicated, as outlined in Appendix-B.

23.2 Officers working at the Adelanto Detention Facility (Adelanto East and West) shall receive the minimum hourly rates of pay on the dates indicated, as outlined in Appendix-C

23.3 The wage rates outlined in Appendix-B of the Agreement will be effective February 25, 2011.

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ARTICLE 24A
FOR OFFICERS WORKING AT THE DESERT VIEW COMMUNITY CORRECTIONAL FACILITY
HEALTH AND BENEFIT PLANS

24A.1 For the duration of this Agreement the Company shall, at a minimum, provide and maintain all health and benefit plans as those in place on the effective date of this Agreement.

24A.2 The Company reserves the exclusive right to make or modify health benefits provided by its health benefit plan at any time during the life of this Agreement. The Company also reserves the exclusive right to modify the choice of service provider for health care.

24A.3 Health Insurance and Company Benefits shall not be subject to the grievance procedures set forth in this Agreement.

24A.4 Health Insurance, including dental and vision plans, is provided on a cost shared basis between the Company and the Officers. Officers should consult with Human Resources to determine the choice of plans, plan coverage and the associated costs. These plans also make available spouse and/or dependent coverage.

24A.5 In addition to Health Insurance, Company Benefits Also Include

a. Basic Life Insurance and AD&D Insurance – The Company will provide basic life and AD&D insurance up to IX the Officer's Wages to a maximum of $30,000.00 at no cost to the Officer. Officers may purchase additional life insurance up to a maximum of $250,000.00. Officers may also purchase Spouse and Dependent life insurance (see Human Resources for qualifications and limitations.

b. Short-term disability up to 60% of pay to a maximum weekly benefit of $1,000.00. The cost of short term disability is split 50%/50% between the Company and the Officer

c. Flexible Spending Accounts: The Company has established and pays the administrative costs related to pre-taxed Medical and Dependent Care Flexible Spending Accounts (FSA). Officers have the opportunity, through pre-taxed payroll deductions, to participate in these FSA programs up to the limits established by law. For additional information Officers should contact their Human Resources Office. For decisions related to income tax considerations, Officers should consult with the IRS or a personal financial advisor.

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d. Employee Assistance Program: To assist Officers in both work related and non-work related issues, the Company provides an Employee Assistance Program. Program participation may be voluntary or in some instances required by the Company. The provisions of the Employee Assistance Program are not subject to the grievance and arbitration process. Specific information related to the EAP may be found in the facility Human Resource Office and/or GEO Corporate Human Resources. The EAP is available for officers and their families. All information, whether voluntary or required by management, is strictly confidential.

e. Participation in the Company's 401K Retirement Plan (see Article 22 for details).

ARTICLE 24B
FOR OFFICERS WORKING AT THE ADELANTO DETENTION FACILITY (ADELANTO EAST AND WEST) HEALTH INSURANCE AND COMPANY BENEFITS

24B.1 After the Adelanto Detention Facility (Adelanto East and West) has been opened and operational for a minimum of 90 days, Officers will be given the opportunity to vote to accept the Union's Health Insurance and Benefits Plans or to remain under the Company's Health and Benefits Plans. Should Officers choose to participate in the Union's Health Insurance and Benefits Plans, all Officers at Adelanto East and West will no longer be eligible to participate in the Company Health and Benefits and will be transitioned to the Union's Plans at the first open enrollment date following the vote (currently expected to be November 1, 2011). This vote has no effect on Officers working at the Desert View Medium Correctional Facility.

24B.2 Should Officers at the Adelanto Detention Facility (Adelanto East and West) vote to participate in the Union's Health Insurance and Benefits Plans the following will be in effect:

a. The Company agrees to recognize the following Health and Welfare benefit rate, unless the prevailing Department of Labor Wage Determination lists a higher rate, then that rate will be in force.

Effective February 18, 2011 $3.50 per hour

b. The Company agrees to reopen negotiations for Health and Welfare benefits and hourly contribution increases annually provided that the Union makes a request to reopen negotiations at least sixty (60) days prior to the beginning of each contract year.

c. Effective November 1, 2011, the appropriate hourly Health and Welfare monies will be forwarded to the Union's Third Party Administrator no less

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than five (5) working days after each payday. It is the Union's responsibility to notify the Company of the name of the Union's Third Party Administrator and any changes relative to it and provide a file with the names of the Officers and the deduction amounts prior to each payday. Health and Welfare monies are only to be used for medical, dental, life, vision, disability, supplemental insurance and any related Officer benefit. All bargaining unit Officers will be enrolled into the Union's Health and Welfare plan.

d. The Company's responsibility under this article is the withholding and forwarding to the Union or its designated Third Party Administrator Health and Welfare monies plus any additional funds deducted as authorized by the Officer, and prescribed under Section f. below. The Company must be provided with necessary documentation from said Officer, confirming Officers withholding election. The Union will be responsible for the administration of its health plan benefits and any other supplemental benefits provided to the Officers through the Union. The Company will assist with distributing enrollment materials to new hires and submitting completed forms to the Third Party Administrator.

e. Subject to the conditions and particulars listed above, any additional or required Officer contributions for health insurance coverage and/or any other supplemental benefit offered by or through the Union will, at the Officer's option, be deducted by means of a payroll deduction. The Company must be provided with the necessary documentation to confirm such Officer election.

f. As a condition of the Company being responsible for withholding and forwarding all such monies for any Officer covered under this agreement and eligible for such contribution, all such Officers must complete an authorization form, which authorizes the Company to deduct any and all contributions made for said Officers. The Union or its Third Party Administrator will provide a file of such deductions prior to each payday. Such authorization shall specify amounts to be deducted from the Officer's paycheck. For any and all error(s) relative to such contributions, said errors meaning errors made by the Officer in completing any forms, the responsibility for said error shall be the Officer's. For any and all periods when the Officer was ineligible (ineligible Officers are those who are not on active status), the Union shall have the right to recover such contributions from the Officer.

g. To enable the Union benefit consultant to go to market in an attempt to improve member's health benefits, the Company agrees to provide the necessary data for the benefit consultant to obtain quotes. This will include a census of all bargaining unit Officers, prior and current plan designs/rates, and their claims experience for the prior 12 months. The Company also agrees to supply the Third Party Administrator with a list of new hires each month. Also to be included are Officers that have terminated employment, Officers on

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leave, and any changes of status including changing from part-time to full-time, full-time to part-time and/or promotions into management. The list is to have name, status change date (hire, term, leave, promotion/demotion, full-time or part-time status, date of birth, and social security number or Officer ID Number).

ARTICLE 25
WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

25.1 During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; all such subjects were discussed and negotiated upon; and the agreements contained herein were arrived at after the free exercise of such rights and opportunity.

25.2 This Agreement supersedes any previous agreements, rules, regulations or customs governing the Company, its employees and the Union. The parties agree that they will not be bound by any past understandings or practices adopted by them or by other companies in the Company's industry unless those understandings or practices are agreed to in writing or incorporated in writing in the terms of this Agreement. Arbitration decisions and grievance procedure settlements rendered or reached concerning any other companies in the Company's industry shall not be considered as precedent under this Agreement and cannot be introduced as evidence or received into the record of any grievance proceeding or arbitration conducted under this Agreement.

25.3 Any changes in this Agreement, whether by addition, waiver, deletion, amendments or modifications, must be reduced to writing and executed by both the Company and the Union.

ARTICLE 26
OUTSIDE EMPLOYMENT

26.1 All Officers employed at the facility must obtain written approval from the Facility Administrator prior to becoming committed to Secondary Employment. Such approval will not be unreasonably withheld nor will it be arbitrary or capricious. Secondary Employment must not interfere with required duties or expectations, directly or indirectly create a conflict of interest or a situation that would be prohibited by State or Federal Law. Officers who are approved for Secondary Employment must advise their secondary employer that they (the Officer) are expected to respond without delay to emergency situations that occur at the Facility.

26.2 Any Officer who violates any provision of this Article may be subject to discipline.

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ARTICLE 27
DRUG AND ALCOHOL TESTING

27.1 The Union collectively and its members individually recognize the sensitive nature of the company's business. As such, each recognizes that maintaining a drug and alcohol free work place is essential to the safety and security of all Officers, the general public, the inmates and the institution.

27.2 The Union collectively and the members individually agree that the Company has the right to implement policies and procedures related to drug and alcohol testing and that these policies may include provisions for both cause and prevention testing.

27.3 Drug testing includes provisions for testing for Cause and Prevention. Procedures are found in GEO Policy #3.2.6 Personnel, Drug Free Workplace.

27.4 When the Company has a "reasonable" suspicion to believe that an Officer is in violation of Company Rules of Conduct related to the use of alcohol or drugs, the Facility Administrator or his designee may require the Officer to submit to an alcohol and/or drug test. Procedures are established in GEO Policy #3.2.6. Personnel: Drug Free Workplace.

27.5 An Officer may refuse to submit to a drug screening or alcohol test. However the Officer shall be warned that such refusal constitutes grounds for immediate dismissal and then be allowed an opportunity to submit to the testing as though the Officer had originally complied with the order.

27.6 The Union collectively and the members individually agree that Company, Client or other regulating authority drug testing policies or regulations are subject to review and change. Changes made by the Client or other regulating agencies will be binding on the parties to this Agreement.

27.7 Changes made by the Company will be negotiated with the Union prior to implementation.

ARTICLE 28
MISCELLANEOUS PROVISIONS

28.1 The Union recognizes that it is the responsibility of Officers to familiarize themselves and learn all policies and rules established by the Company or its client, and faithfully report all violations thereof. The Union agrees that Officers shall discharge all duties as assigned to them impartially and without regard to any Union or non-union affiliation of any Officer of the Company or client, and that failure to do so may be cause for discipline.

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28.2 It is understood that no provisions of this Agreement will apply to any temporary supplementary correctional force transferred to work at the facility to maintain contractual obligations to the client or during emergency situations. Unless the Client exercises their contractual option to assume operation of the facility or Officers are engaged in an adverse job action against the Company, such supplementary force will not result in job loss, or in the loss of normal hours to permanent Officers coming under this agreement while the supplementary force is being utilized.

28.3 The Union recognizes the principle of management responsibility, and that the Company must furnish satisfactory service in accordance with the demands and directives of the Company's client and the requirements of the particular job.

28.4 The Company shall provide a Bulletin Board for use by the Union with the understanding the Union shall not post nor distribute any letters, handbills, or notices etc., elsewhere on the site. Bulletin Board postings shall not contain any partisan political literature, offensive or derogatory language, signs or symbols related to the Company, the Client, visitors, other staff or any other individual or organization. Violation by the Union may result in the loss of privilege. Bulletin Board postings will be limited to:

a. Notices of Recreational-Social Events
b. Notice of Union Elections
c. Notice of Results of Union Elections
d. Notice of Union Meetings
e. Notices of Other "Official" Union Business

28.5 Officers are entitled to meet with the Facility Administrator or his designee to review their personnel file. This review will be scheduled at a mutually convenient time in accordance with the needs of the business or applicable state laws. Information contained in an Officer's personnel file shall be considered confidential. Officers may not request removal of items from the file, but can if they wish add rebuttal statements or additional information related to items contained within the file. Officers may request copies of file documents that bear their signature.

28.6 The Union may designate one Officer for each shift to act as its Shift Steward. Each shift may have one (1) alternate, who shall function as the Shift Steward only when the regular Shift Steward is absent or unavailable. The local Union will keep the Company currently advised in writing of the identity of the Shift Stewards and their alternates, as well as the identity of the local Union officials. Only Officers named by the local Union as currently holding any of the above positions will be recognized by the Company as representing the Union.

28.7 The Company and the Union agree that only those Officers in non-probationary, non-disciplinary and active employment status may act as representatives under

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the terms of this Agreement. Exemptions are the Local Union President and Officers of the International Organization.

28.8 An Officer interviewed concerning his discipline may request a Union representative be present during such interview. Nothing herein shall be construed to compel an Officer to have Union representation present. If an Officer requests Union representation, the Officer will not be required to respond to questions until the representative is present. Once the Union representative is present, questioning may begin and the Officer may confer with the Union representative regarding his responses. Although the Officer may consult with the Union representative related to the issue at hand, the Company requires all interview responses come from the Officer.

28.9 The Union recognizes that representation of Officers is not meant to circumvent the normal relationship between supervisor and Officer as it pertains to discussions and counseling. The right to Union representation shall not apply to conversations between an Officer and the supervisor for the purpose of giving instructions concerning work performance, providing training or retraining or non-disciplinary correction of work habits or techniques.

28.10 No Shift Steward, alternate Shift Steward, or any other local Union officer may leave an assigned duty post or work assignment to engage in representation of Officers during a pre-disciplinary investigatory interview or disciplinary proceeding without first notifying and receiving authorization from the Shift Supervisor. The Company shall not unreasonably withhold such authorization.

28.11 No Shift Steward, alternate Shift Steward or other Union officer will be allowed to leave an assigned post without proper relief.

28.12 No Shift Steward, alternate Shift Steward or other Union officer shall cause an Officer to leave their assigned post without first notifying the Shift Supervisor and receiving proper authorization.

28.13 Officers will be paid at the appropriate rate for all required Company training.

28.14 Whereas the parties to this Agreement realize that it is always best to resolve issues as they arise and in the spirit of cooperation and mutual respect, meetings between the Union and the Company are encouraged. These meetings may be held at least once per month if requested by either party and at a time and place of mutual agreement. The purpose of the meetings is to discuss issues of mutual concern. The Union and the Company may be represented by no more than two representatives each. The parties will exchange a written proposed agenda for the meetings within five (5) working days before the scheduled meeting. The attendees of the Labor/Management meetings shall have no power to change, alter, modify or amend this Agreement. It is understood that these meetings are not intended to supplant the grievance and arbitration procedures as set forth in

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this Agreement. These meetings may be discontinued at any time during the life of this Agreement with written notice by either party to the other.

ARTICLE 29
DURATION

Except as otherwise provided herein, this Agreement becomes effective on February 25, 2011 and shall continue in force and effect until midnight February 24, 2014 and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, and caused this instrument to be clearly executed.

FOR THE COMPANY:
The GEO Group, Inc. (GEO)
b6, b7c

BY:

TITLE: GEO CONSULTANT

DATE: 3-20-2011

FOR THE UNION:
International Union, Security, Police and Fire Professionals of America (SPFPA)
(b)(6), (b)(7)(C)

BY:

TITLE: VP Region 3

DATE: 3-20-2011

And it's Amalgamated Local #151
(b)(6), (b)(7)(C)

BY:

TITLE: ASSISTANT LOCAL 151

DATE: MARCH 29, 2011

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

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APPENDIX-A

INSERT UNION CHECK-OFF AUTHORIZATION CARD

ICE.2012FOIA3030Adelanto.000128

APPENDIX-B

WAGES

FOR OFFICERS WORKING AT THE DESERT VIEW MEDIUM COMMUNITY CORRECTIONAL FACILITY

The following minimum rates of pay shall be applicable to Officers during the term of this Agreement:

1. After the effective date of this Agreement all Officers will receive the following hourly rates on the dates noted on the chart below:

Wages	February 25, 2011	February 25, 2012	February 25, 2013
From Date of Hire to End of 6-Month Probation	$15.59	$15.90	$16.22
End of 6-Month Probation to 1 year	$16.37	$16.70	$17.03
1 year but less than 6 years	$16.94	$17.28	$17.62
6 years or more	$17.48	$17.83	$18.19

Note: The table reflects a 5% increase in wages in Year-1, a 2% increase in wages for Year-2 and an additional 2% increase in wages in Year-3. Year one wage increases become effective, and are retroactive to, February 25th 2011

2. The Company's contract with its client allows for a Cost of Living Adjustment (COLA) for wages. Should the client provide a COLA for wages in any given year of the contract, any increase provided by the Client to the Company will be passed along to the officers, less the amount of the increase noted in the table above. This increase will be effective beginning the first pay period following the approval of the COLA adjustment. Example: Year-2 the Company provides a 2% wage increase. Should the Client provide a 4.0% increase in the form of a COLA for wages, the officers would receive an additional increase of 2% in their then current wage rates. When such a COLA increase is included in the contract with the client, the Company will so advise the Union within thirty (30) calendar days.

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APPENDIX-C

WAGES

FOR OFFICERS WORKING AT THE ADELANTO DETENTION FACILITY

(ADELANTO EAST AND WEST)

The following minimum rates of pay shall be applicable to Officers during the term of this Agreement:

1. After the effective date of this Agreement all Officers will receive the following hourly rates on the dates noted on the chart below:

Wages	February 25, 2011	February 25, 2012	February 25, 2013
From Date of Hire to End of 6-Month Probation	$15.59	$15.90	$16.22
End of 6-Month Probation to 1 year	$16.37	$16.70	$17.03
1 year but less than 6 years	$16.94	$17.28	$17.62
6 years or more	$17.48	$17.83	$18.19

2. Full-time Officers working at the Adelanto Detention Facility (Adelanto East and West) will also receive $3.50 per hour for Health and Welfare Benefits. The Health and Welfare Benefit rate will be paid equally each pay period as follows: $3.50 x 2080 hours divided by 26 pay periods. This amount will be remitted to the Union should the Officers vote to participate in the Union's Health Insurance Plans as noted in Article 24B.
3. Should the appropriate DOL Wage Determination increase the Health and Welfare Benefits hourly rate, the Company agrees to reopen negotiations with the Union and implement an agreed-upon amount.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0006	See Block 16C	PRO-13-L050	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA	ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
ADELANTO CITY OF PO BOX 10 ADELANTO CA 923010010	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003
		10B. DATED (SEE ITEM 13) 05/31/2011
CODE 0835866690000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 083586669

.

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

.

The purpose of this modification is to incorporate the following:

1) Change Bed Day Rate at 75% Minimum Guarantee for 1,300 beds at Adelanto Processing Center - East and West in accordance with modification P00004 to increase bed day rate from $99.00 to $111.04 due to the increase in medical staffing. Effective Date: 10/01/2012

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		b6, b7c	
CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	b6, b7c	16C. DATE SIGNED 12-17-12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2) Add Sub-CLIN 0001A and 0001B as Bed Day Rate at 75% Minimum Guarantee for 1,300 beds at Adelanto Processing Center East and West. Effective date: 10/01/2012 3) Move CLIN 0001 and CLIN 0003 to CLIN 0001A Bed day Rate at 75% Minimum Guarantee for 1,300 beds at Adelanto Processing Center East and West (old rate of $99.00 per bed day) End date of 09/30/2012 4) Add Sub-CLIN 0001B as Bed Day Rate at 75% Minimum Guarantee for 1,300 beds at Adelanto Processing Center East and West at $111.04, Effective date: 10/01/2012 5) Change Bed Day Rate at 25% Incremental for 1,300 beds at Adelanto Processing Center - East and West in accordance with modification P00004 to increase bed day rate from $59.37 to $49.36 due to the increase in medical staffing. Effective Date: 10/01/2012 6) Add Sub-CLIN 0002A and 0002B as Bed Day Rate at 25% Incremental for 1,300 beds at Adelanto Processing Center East and West, effective date: 10/01/2012 7) Move CLIN 0002 and CLIN 0004 to CLIN 0002A Bed day Rate at 25% Incremental 1,300 beds at Adelanto Processing Center East and West (old rate of $59.37 per bed day) End date of 09/30/2012 8) Add Sub-CLIN 0002B as Bed Day Rate at 25% Incremental for 1,300 beds at Adelanto Processing Center East and West at $49.36, effective date: 10/01/2012 9) Reserved CLIN 0003 and CLIN 0004 Exempt Action: Y FOB: Destination Period of Performance: 06/01/2011 to 05/31/2016 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Bed Day Rate at 75% Minimum Guarantee for 1,300 beds at the Adelanto Processing Center-East and West (975 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). Obligated Amount: $0.00 Continued ...		DA	0.00	

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NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 0001A as follows:				
0001A	Bed Day Rate at 75% Minimum Guarantee for1,300 beds at the Adelanto Processing Center-East and West (975 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). End date: 09/30/2012 Obligated Amount: $0.00		DA	99.00	
	Add Item 0001B as follows:				
0001B	Bed Day Rate at 75% Minimum Guarantee for 1,300 beds at the Adelanto Processing Center-East and West (975 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). Effective Date: 10/01/2012 Obligated Amount: $0.00		DA	111.04	
	Change Item 0002 to read as follows(amount shown is the obligated amount):				
02	Bed Day Rate at 25% for 1,300 beds at the Adelanto Processing Center-East and West (Incremental 325 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). Obligated Amount: $0.00		DA	0.00	
	Add Item 0002A as follows:				
0002A	Bed Day Rate at 25% for 1,300 beds at the Adelanto Processing Center-East and West (Incremental 325 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). End date: 09/30/2012 Obligated Amount: $0.00		DA	59.37	
	Add Item 0002B as follows:				
0002B	Bed Day Rate at 25% for 1,300 beds at the Adelanto Processing Center-East and West (Incremental 325 Beds) in accordance with the Standard Intergovernmental Service Agreement (IGSA). Effective Date: 10/01/2012 Obligated Amount: $0.00 Continued ...		DA	49.36	

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NAME OF OFFEROR OR CONTRACTOR
DELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 0003 to read as follows(amount shown is the obligated amount):				
0003	Reserved Obligated Amount: $0.00		DA	0.00	
	Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Reserved Obligated Amount: $0.00		DA	0.00	
	. All other terms and conditions within the referenced IGSA remain the same				
	Funding will be added by issuance of a task order.				

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
P00007	See Block 16	PRO-13-L064	

6. ISSUED BY	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	CODE
Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel, CA 92677	ICE/DM/DC-LAGUNA	Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel, CA 92677	ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (*No., Street, County, State, and Zip Code*)		9A. AMENDMENT OF SOLICITATION NO.
ADELANTO CITY OF PO BOX 10 ADELANTO CA 923010010	☐	9B. DATED (*SEE ITEM 11*)
	☒	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003
CODE: 0835866690000 FACILITY CODE:		10B. DATED (*SEE ITEM 11*) 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (*If Required*)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (*Specify Authority*) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (*such as changes in paying office, appropriation date, etc.*) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☒ D. OTHER (*Specify type of modification and authority*)
Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is NOT ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.

The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.

Should there be a conflict with between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER	16A. NAME AND TITLE OF CONTRACTING OFFICER
D. James Hart, Ph.D. City Manager	b6, b7c
15B. CONTRACTOR/OFFEROR	
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED 1/14/13	16C. DATE SIGNED 1-14-13

1/14/13

NSN 7540-01-152-8070
Previous Edition Unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

2.11 Sexual Abuse and Assault Prevention and Intervention

I. Purpose and Scope

This detention standard requires that facilities that house ICE/ERO detainees act affirmatively to prevent sexual abuse and assaults on detainees; provide prompt and effective intervention and treatment for victims of sexual abuse and assault; and control, discipline and prosecute the perpetrators of sexual abuse and assault.

This detention standard applies to the following types of facilities housing ERO detainees:

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs); and
- State or local government facilities used by ERO through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours.

Procedures in italics are specifically required for SPCs, CDFs, and Dedicated IGSA facilities. Non-dedicated IGSA facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Various terms used in this standard may be defined in standard "7.5 Definitions."

II. Expected Outcomes

Specific requirements are defined in "V. Expected Practices." The expected outcomes of this detention standard are as follows:

1. the facility shall articulate and adhere to a standard of zero tolerance for incidents of sexual abuse or assault that may occur in the facility. Sexual assault or abuse of detainees by other detainees, staff, volunteers, or contract personnel is prohibited and subject to administrative, disciplinary and criminal sanctions.
2. detainees and staff shall be informed about the facility's Sexual Abuse and Assault Prevention and Intervention Program and the zero tolerance policy.
3. staff shall receive training on working with vulnerable populations and addressing their potential vulnerability in the general population, and shall assign housing accordingly.
4. detainees shall be screened by staff to identify those likely to be sexual aggressors or sexual victims and these detainees shall be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims shall be placed in the least restrictive housing that is available and appropriate.
5. any allegation of sexual abuse or assault shall be immediately and effectively reported to ICE/ERO. In turn, ICE/ERO will report the allegation as a significant incident, and refer the allegation for investigation.
6. staff receiving reports of sexual abuse shall limit the disclosure of information to individuals with a need-to-know in order to make decisions concerning the detainee-victim's welfare, and for law enforcement/investigative purposes.
7. staff suspected of perpetrating sexual abuse or assault shall be removed from all duties requiring detainee contact pending the outcome of the investigation.
8. detainees shall be encouraged to promptly report acts of harassment of a sexual nature, abuse or signs of abuse observed, and shall not be punished for reporting.

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9. if sexual abuse or assault of any detainee occurs, the medical, psychological, safety and legal needs of the detainee shall be promptly and effectively addressed.
10. as appropriate to the event, the detainee victimized by an act of sexual abuse, assault or any mistreatment while being detained in the facility shall be referred, under appropriate security provisions, to the health care unit for treatment. Gathering of clinical forensic evidence shall be conducted by external independent and qualified health care personnel.
11. assailants will be disciplined and may be subject to criminal prosecution.
12. documentation of medical and mental health evaluations and treatment, crisis intervention counseling and recommendations for post-release follow-up treatment and/or counseling shall be retained in the detainee's medical file in accordance with an established schedule;
13. for monitoring, evaluating and assessing the effectiveness of the sexual abuse or assault prevention and intervention program, incidents of sexual abuse or assault shall be specifically documented and tracked. ICE/ERO shall be notified promptly of any report of sexual abuse or assault;
14. the DHS Office of the Inspector General (OIG) hotline poster and all of "Appendix 2.11.C: Sexual Assault Awareness" shall be posted in every housing pod with information that assists detainees in reporting abuses;
15. facility policies and procedures will include a requirement that staff of the opposite gender will announce their presence upon entering detainee living areas; and
16. the applicable content and procedures in this standard shall be communicated to the detainee in a language or manner the detainee can understand.

    All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency.

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

III. Standards Affected

This detention standard incorporates the requirements for posting and distributing information to ICE/ERO detainees in a memorandum entitled "Sexual Assault Awareness Information" from the ICE/ERO Acting Director (10/26/2006). The information for detainees was provided in both poster and pamphlet format (see "Appendix 2.11.C: Sexual Assault Awareness" in this standard).

IV. References

American Correctional Association, *Performance-based Standards for Adult Local Detention Facilities*, 4th Edition: 4-ALDF-4D-22, 4D-22-1, 4D-22-2, 4D-22-3, 4D-22-4. 4D-22-5, 4D-22-6, 4D-22-7, 4D-22-8, 2A-29.

National Commission on Correctional Health Care, *Standards for Health Services in Jails, 2008*: J-B-04, J-B-05, J-1-03.

ICE/ERO *Performance-based National Detention Standards 2011:*

"2.1 Admission and Release";

"2.2 Custody Classification System";

"3.1 Disciplinary System";

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4.3 Medical Care," particularly in regard to confidentiality of records, medical and mental health screening and referrals and access to emergency care and crisis intervention; and

"7.1 Detention Files," particularly in regard to confidentiality of records and electronic records systems.

V. Expected Practices

A. Written Policy and Procedures Required

Each facility administrator shall have written policy and procedures for a Sexual Abuse or Assault Prevention and Intervention Program that includes, at a minimum:

1. a zero-tolerance policy for all forms of sexual abuse or assault;
2. measures taken to prevent sexual abuse and/or sexual assault;
3. the requirement that any allegation to staff of sexual assault or attempted sexual assault be reported immediately to a supervisor and to ERO.
4. measures taken for prompt and effective intervention to address the safety and treatment needs of detainee victims if an assault occurs;
5. data collection and reporting; and
6. the requirements for coordination with the ICE Office of Professional Responsibility (OPR) for investigation or referral of incidents of sexual assault to another investigative agency, and discipline and prosecution of assailants (see "Appendix 2.11.C: Sexual Assault Awareness" in this standard).

Each facility must have a policy and procedure for required reporting through the facility's chain-of-command procedure, from the reporting official to the highest facility official as well as the Field Office Director. Each facility administrator shall consider utilizing available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse and/or assault perpetrators to most appropriately address victims' needs. The facility administrator shall maintain or attempt to enter into memoranda of understanding (MOU) or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.

"Appendix 2.11.B: Sample Sexual Abuse Prevention and Intervention Protocols" in this standard offers sample protocols as guidelines for the development of written policies and procedures.

The facility administrator shall ensure that, within 90 days of the effective date of this detention standard, written policy and procedures are in place and that the facility is in full compliance with its requirements and guidelines. The facility must meet all other requirements in this standard on the effective date of the standard.

Each facility's policy and procedures shall reflect the unique characteristics of each facility, based on factors such as the availability of specialized community-based services, including rape crisis/trauma units in local medical centers, clinics and hospitals.

The facility administrator shall review and approve the local policy and procedures and shall ensure that the facility:

1. specifies procedures for offering immediate protection, including prevention of retaliation and medical and mental health referrals, to any detainee who alleges that he/she has been

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sexually assaulted;

2. specifies procedures for detainees to report allegations that allow for any staff to take a report;
3. specifies procedures for reporting an allegation or suspicion of sexual assault through the facility's chain of command, including written documentation requirements to ensure that each allegation or suspicion is properly reported and addressed;
4. specifies medical staff's responsibility to report allegations or suspicions of sexual assault to appropriate facility staff;
5. specifies the evidence protocol to be used, including access to a forensic medical exam;
6. specifies local response procedures (including referral procedures to appropriate law enforcement agencies) when a sexual assault is alleged or suspected;
7. specifies procedures for coordination of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations;
8. establishes procedures to include outside agencies in sexual abuse or assault prevention and intervention programs, if such resources are available;
9. designates specific staff (e.g., psychologist, deputy facility administrator, appropriate medical staff) to be responsible for staff training activities; designates the senior manager responsible for ensuring that staff are appropriately trained, and respond in a coordinated and appropriate fashion, when a detainee reports an incident of sexual abuse or assault;
10. specifies how a confirmed or alleged victim's future safety, medical, mental health and legal needs shall be addressed;
11. specifies how medical staff shall be trained or certified in procedures for examining and treating victims of sexual assault, in facilities where medical staff shall be assigned these activities;
12. specifies disciplinary sanctions for staff, up to and including termination when staff has violated agency sexual abuse policies; and
13. designates a specific staff member to be responsible for detainee education regarding issues pertaining to sexual assault;
14. provides instructions on how to contact DHS/OIG or ICE/OPR to confidentially report sexual abuse or assault.

B. Program Coordinator

The facility administrator shall designate a Sexual Abuse and Assault Prevention and Intervention Program coordinator to:

1. assist with the development of written policies and procedures for the Sexual Abuse and Assault Prevention and Intervention Program, as specified above in this standard (the program coordinator shall also be responsible for keeping them current);
2. assist with the development of initial and ongoing training protocols;
3. serve as a liaison with other agencies;
4. coordinate the gathering of statistics and reports on incidents of sexual abuse or assault, as detailed in "L. Tracking Incidents of Sexual Abuse and/or Assault" in this standard;
5. review the results of every investigation of sexual abuse and conduct an annual review of all investigations in compliance with the Privacy

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Act to assess and improve prevention and response efforts; and

6. review facility practices to ensure required levels of confidentiality are maintained.

C. Acts of Sexual Abuse and/or Assault

For the purposes of this standard, the following definitions apply:

1. Detainee-on-detainee Sexual Abuse and/or Assault

One or more detainees, by force, coercion, or intimidation, engaging in or attempting to engage in:

a. contact between the penis and the vagina or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;

b. contact between the mouth and the penis, vagina or anus;

c. penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object;

d. touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or

e. threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.

Specifically, detainees may be charged with prohibited acts detailed in standard "3.1 Disciplinary System":

a. Code 101 Sexual Assault;

Code 206 Engaging in a Sex Act;

c. Code 207 Making a Sexual Proposal;

d. Code 300 Indecent Exposure; or

e. Code 404 Using Abusive or Obscene Language.

2. Staff-on-detainee Sexual Abuse and/or Assault

One or more staff member(s), volunteer(s), or contract personnel engaging in or attempting to engage in:

a. contact between the penis and the vagina or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;

b. contact between the mouth and the penis, vagina or anus;

c. penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object;

d. except in the context of proper searches and medical examinations, touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing;

e. threats, intimidation, harassment, indecent, profane or abusive language, or other actions (including unnecessary visual surveillance) or communications aimed at coercing or pressuring a detainee to engage in a sexual act; or

f. repeated verbal statements or comments of a sexual nature to a detainee, including demeaning references to gender, derogatory comments about body or clothing, or profane or obscene language or gestures.

D. Sexual Conduct between Detainees Prohibited

In addition to the forms of sexual abuse and/or assault defined above, all sexual conduct – including consensual sexual conduct – between detainees is prohibited and subject to administrative

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and disciplinary sanctions. (It should be noted that consensual sexual conduct between detainees and staff, volunteers, or contract personnel is included within the definition of staff-on-detainee sexual abuse and/or assault above.)

E. Staff Training

Training on the facility's Sexual Abuse or Assault Prevention and Intervention Program shall be included in training for employees, volunteers and contract personnel and shall also be included in annual refresher training thereafter. The level and type of training for volunteers and contractors will be based on the services they provide and their level of contact with detainees; however, all volunteers and contractors who have any contact with detainees must be notified of the facility's zero-tolerance policy. The facility must maintain written documentation verifying employee, volunteer and contractor training.

Training shall include:

1. definitions and examples of prohibited and illegal behavior;
2. agency prohibitions on retaliation against detainees and staff who report sexual abuse;
3. instruction that sexual abuse and/or assault is never an acceptable consequence of detention;
4. recognition of situations where sexual abuse and/or assault may occur;
5. recognition of the physical, behavioral and emotional signs of sexual abuse and/or assault and ways to prevent such occurrences;
6. the requirement to limit reporting of sexual abuse and assault to personnel with a need-to-know in order to make decisions concerning the detainee-victim's welfare, and for law enforcement/investigative purposes;
7. the investigation process and how to ensure that evidence is not destroyed;
8. prevention, recognition and appropriate response to allegations or suspicions of sexual assault involving detainees with mental or physical disabilities;
9. instruction on reporting knowledge or suspicion of sexual abuse and/or assault and making intervention referrals to the facility's program; and
10. instruction on documentation and referral procedures of all allegations or suspicion of sexual abuse and/or assault.

"Appendix 2.11.A: Resources" in this standard lists resources available from the National Institute of Corrections and other organizations that may be useful in developing a training program and/or for direct use in training.

F. Detainee Notification, Orientation and Instruction

The facility administrator shall ensure that the orientation program, required by standard "2.1 Admission and Release," and the detainee handbook required by standard "6.1 Detainee Handbook," notify and inform detainees about the facility's zero tolerance policy for all forms of sexual abuse and assault.

Following the intake process, the facility shall provide instruction to detainees on the facility's Sexual Abuse and Assault Prevention and Intervention Program and ensure that such instruction includes (at a minimum):

1. the facility's zero-tolerance policy for all forms of sexual abuse or assault;
2. prevention and intervention strategies;
3. definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and

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coercive sexual activity;

4. explanation of methods for reporting sexual abuse or assault, including the DHS/OIG and the ICE/OPR investigation processes;
5. information about self-protection and indicators of sexual abuse;
6. prohibition against retaliation, including an explanation that reporting an assault shall not negatively impact the detainees immigration proceedings; and
7. right of a detainee who has been subjected to sexual abuse or assault to receive treatment and counseling.

Detainee notification, orientation and instruction must be in a language or manner that the detainee understands. The facility shall maintain documentation of detainee participation in the instruction session.

Each facility's sexual abuse or assault prevention and intervention program shall provide detainees who are victims of sexual abuse or assault the option to report the incident or situation to a designated staff member other than an immediate point-of-contact line officer (e.g., the program coordinator or a mental health specialist). The facility shall provide detainees with the name of the program coordinator or designated staff member and information on how to contact him or her. Detainees will also be informed that they can report any incident or situation regarding sexual abuse, assault or intimidation to any staff member.

As cited earlier under "III. Standards Affected," ICE/ERO has provided a sexual assault awareness notice to be posted on all housing-unit bulletin boards, as well as a "Sexual Assault Awareness Information" pamphlet to be distributed (see "Appendix 2.11.C: Sexual Assault Awareness" in this standard). The facility shall post with this notice the name of the program coordinator and local organizations that can assist detainees who have been victims of sexual assault. This information will be provided in English and Spanish, and to other segments of the detainee population with limited English proficiency, through translations or oral interpretation.

Where practicable, provisions for written translation shall be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

G. Prevention

All staff and detainees are responsible for being alert to signs of potential situations in which sexual assaults might occur, and for making reports and intervention referrals as appropriate.

Classification is an ongoing, dynamic process. A detainee who is subjected to sexual abuse or assault shall not be returned to general population until proper re-classification, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse or assault, is completed.

In accordance with standards "2.1 Admission and Release" and "2.2 Custody Classification System":

1. Detainees shall be screened upon arrival at the facility for potential vulnerabilities to sexually aggressive behavior or tendencies to act out with sexually aggressive behavior.
2. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
3. Detainees with a history of sexual assault shall be identified, monitored and counseled while they are in ICE custody. Detainees identified as "high risk" for committing sexual assault shall

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be assessed by a mental health or other qualified health care professional and treated, as appropriate.

4. Detainees at risk for sexual victimization shall be identified, monitored and counseled. Detainees identified as "high risk" for sexual victimization shall be assessed by a mental health or other qualified health care professional. Detainees who are considered at risk shall be placed in the least restrictive housing that is available and appropriate.
5. Detainees identified as being "at risk" for sexual victimization shall be transported in accordance with that special safety concern. The section on "Count, Identification and Seating," found in standard "1.3 Transportation (by Land)," requires that transportation staff seat each detainee in accordance with written procedures from the facility administrator, with particular attention to detainees who may need to be afforded closer observation for their own safety.

H. Prompt and Effective Intervention

Staff sensitivity toward detainees who are victims of sexual abuse and/or assault is critical.

Staff shall take seriously all statements from detainees claiming to be victims of sexual assaults, and shall respond supportively and non-judgmentally. Any detainee who alleges that he/she has been sexually assaulted shall be offered immediate protection from the assailant and shall be referred for a medical examination and/or clinical assessment for potential negative symptoms. Staff members who become aware of an alleged assault shall immediately follow the reporting requirements set forth in the written policies and procedures.

Facilities should use a coordinated, multidisciplinary team approach to responding to sexual abuse, such as a sexual assault response team (SART), which in accordance with community practices, includes a medical practitioner, a mental health practitioner, a security staff member and an investigator from the assigned investigative entity, as well as representatives from outside entities that provide relevant services and expertise.

Care must be taken not to punish a confirmed or alleged sexual assault victim. Victimized detainees should not be subject to disciplinary action either for reporting sexual abuse or for participating in sexual activity as a result of force, coercion, threats, or fear of force. Care shall be taken to place the detainee in a supportive environment that represents the least restrictive housing option possible (e.g. protective custody). However, victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee. .

I. Reporting, Notifications and Confidentiality

Each facility shall develop written procedures to establish the process for an internal administrative investigation that shall be conducted in all cases only after consultation with the assigned criminal investigative entity or after a criminal investigation has concluded. Such procedures shall establish the coordination and sequencing of the two types of investigations, to ensure that the criminal investigation is not compromised by an internal administrative investigation. All incidents and allegations of sexual abuse or assault shall be reported immediately.

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have a need-to-know in order to make decisions concerning the detainee-victim's welfare, and for law enforcement/investigative purposes.

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. Alleged Detainee Perpetrator

When a detainee(s) is alleged to be the perpetrator, it is the facility administrator's responsibility to ensure that the incident is promptly referred to the appropriate law enforcement agency having jurisdiction for investigation and reported to the Field Office Director.

2. Alleged Staff Perpetrator

When an employee, contractor or volunteer is alleged to be the perpetrator of detainee sexual abuse and/or assault, it is the facility administrator's responsibility to ensure that the incident is promptly referred to the appropriate law enforcement agency having jurisdiction for investigation and reported to the Field Office Director. The local government entity or contractor that owns or operates the facility shall also be notified.

Staff suspected of perpetrating sexual abuse or ;sault shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

J. Investigation and Prosecution

If a detainee alleges sexual assault, a sensitive and coordinated response is necessary. All investigations into alleged sexual assault must be prompt, thorough, objective, fair and conducted by qualified investigators. The program coordinator shall be responsible for reviewing the results of every investigation of sexual abuse.

When possible and feasible, appropriate staff shall preserve the crime scene, and safeguard information and evidence in coordination with the referral agency and consistent with established evidence-gathering and evidence-processing procedures.

At no cost to the detainee, the facility administrator shall arrange for the victim to undergo a forensic ıedical examination. During the forensic exam, the victim may request that an outside advocate be present for support. The results of the physical examination and all collected physical evidence are to be provided to the investigative entity. Appropriate infectious disease testing, as determined by the health services provider, may be necessary. Part of the investigative process may also include an examination and collection of physical evidence from the suspected assailant(s).

K. Health Care Services and Transfer of Detainees to Hospitals or Other Facilities

Victims shall be provided emergency medical and mental health services and ongoing care. When possible and feasible, victims of sexual assault shall be referred, under appropriate security provisions, to a community facility for treatment and for collection of evidence.

If available and offered by a community facility, prophylactic treatment, emergency contraception and follow-up examinations for sexually transmitted diseases shall be offered to all victims, as appropriate.

If these procedures are performed in-house, the following guidelines apply:

1. Health care professionals shall conduct an examination to document the extent of physical injury and to determine whether referral to another medical facility is indicated. With the victim's consent, the examination shall include collection of evidence from the victim, using a kit approved by the appropriate authority.
2. All collected forensic evidence must be secured and processed according to the facility's established plan for maintaining the chain of custody for criminal evidence.
3. Health care professionals shall test for sexually

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transmitted diseases and infections (e.g., HIV, gonorrhea, hepatitis, chlamydia and other diseases/infections) and refer victim for counseling, as appropriate.

4. Prophylactic treatment, emergency contraception and follow-up examinations for sexually transmitted diseases shall be offered to all victims, as appropriate.
5. Following a physical examination, a mental-health professional shall evaluate the need for crisis intervention counseling and long-term follow-up.

Once the transfer has taken place, a report shall be made to the facility administrator or designee to confirm that the victim has been separated from his/her assailant. Transfers shall take into account safety and security concerns and the special needs of victimized detainees.

L. Tracking Incidents of Sexual Abuse and/or Assault

All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling shall be maintained in appropriate files in accordance with these detention standards and applicable policies, and retained in accordance with established schedules.

Particularly applicable to the storage, confidentiality and release of case records are the requirements of the "Confidentiality and Release of Medical Records" section of standard "4.3 Medical Care" and the requirements of standard "7.1 Detention Files," especially in regard to the Privacy Act of 1974. Because of the very sensitive nature of information about victims and their medical condition, including infectious disease testing, staff must be particularly vigilant about maintaining confidentiality and releasing information only for legitimate need-to-know reasons.

Monitoring and evaluation are essential for assessing both the rate of occurrence of sexual assault and agency effectiveness in reducing sexually abusive behavior. The program coordinator is responsible for an annual review of aggregate data (omitting personally identifying information) and shall present the findings to the Field Office Director and ICE/ERO headquarters for use in determining changes to existing policies and practices to determine whether changes are needed to further the goal of eliminating sexual abuse. Accordingly, the facility administrator must maintain two types of files.

1. General files include:
   a. the victim(s) and assailant(s) of a sexual assault;
   b. crime characteristics;
   c. detailed reporting timeline, including the name of the staff member receiving the report of sexual assault, date and time the report was received, and steps taken to communicate the report up the chain of command; and
   d. all formal and/or informal action taken.
2. Administrative investigative files include:
   a. all reports;
   b. medical forms;
   c. supporting memos and videotapes, if any; and
   d. any other evidentiary materials pertaining to the allegation.

The facility administrator shall maintain these files chronologically in a secure location.

In addition, the facility administrator shall maintain a listing of the names of sexual assault victims and

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ssailants, along with the dates and locations of all sexual assault incidents occurring within the facility, on his/her computerized incident reporting system. Such information shall be maintained on a need-to-know basis in accordance with the standards "4.3 Medical Care" and "7.1 Detention Files," which includes protection of electronic files from unauthorized access. At no time may law enforcement sensitive documents or evidence be stored at the facility.

Access to this designation shall be limited to those staff involved in the treatment of the victim or the investigation of the incident. The authorized designation shall allow appropriate staff to track the detainee victim or assailant of sexual assault across the system. Based on the designated reporting data, the ICE/ERO program office shall report annually the number of sexual assaults occurring within secure detention facilities utilized by ICE/ERO. Data shall be provided through the SEN system.

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Appendix 2.11.A: Resources

The National Institute of Corrections (NIC) offers:

1. training and technical assistance
2. copies of the video, including "Facing Prison Rape," and accompanying facilitator's guides.
3. a bibliography of reference material.

National Institute of Corrections: www.nicic.gov

Other resource links:

1. NIC/WCL Project on Addressing Prison Rape: www.wcl.american.edu/nic
2. Bureau of Justice Assistance: www.ojp.usdoj.gov/BJA
3. Bureau of Justice Statistics: www.ojp.usdoj.gov/bjs
4. The Moss Group: www.mossgroup.us
5. Just Detention International: www.justdetention.org
6. Center for Innovative Policies, Inc.: www.cipp.org

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Appendix 2.11.B: Sample Sexual Abuse Prevention and Intervention Protocols

These protocols serve as guidelines for staff in the development of written policies and procedures for a Sexual Abuse and Assault Prevention and Intervention Program.

Some procedures may not be applicable or feasible for implementation at a particular facility; however, to the extent possible, they shall be incorporated as part of a successful program.

I. Victim Identification (All Staff)

A. Primarily, staff learns that sexual abuse or assault has occurred during confinement because:

1. staff discover an assault in progress;
2. a victim reports an assault to a staff member;
3. another detainee reports abuse or an assault, or a detainee is the subject of detainee rumors; or
4. medical evidence indicates the probability of abuse or an assault.

While some victims can be clearly identified, many, or even most, may not come forward directly with information. Some victims may be identified through unexplained injuries, changes in physical behavior due to injuries, abrupt personality changes such as withdrawal or suicidal behavior, or other changes in behavior.

B. The following guidelines may help staff in responding appropriately to a suspected victim:

1. If it is suspected that the detainee was sexually assaulted, the detainee shall be advised:
   a. of the importance of getting help to deal with the assault;
   b. that he/she may be evaluated medically for sexually transmitted diseases and other injuries; and
   c. that trained personnel are available to assist.
2. Staff shall review the background of a suspected victim and the circumstances surrounding the incident without jeopardizing the detainee's safety, identity, or privacy.
3. If staff discovers an assault in progress, the suspected victim shall be removed from the immediate area for care and for interviewing by appropriate staff. The suspected victim shall be segregated for interviewing by the responding law enforcement entity.
4. The victim and the alleged assailant shall be separated immediately.
5. If a suspected victim is fearful of being labeled an informant, he/she shall be advised that the identity of the assailant(s) need not be disclosed in order for him/her to receive assistance.
6. The staff member who first identifies or suspects that a detainee has been abused or assaulted must report his/her suspicions to the security shift supervisor or investigative supervisor immediately.

II. Procedures for Investigation

All reports of alleged sexual abuse or assault must be handled and investigated in accordance with standard "2.11 Sexual Abuse and Assault Prevention and Intervention."

The facility's response should be coordinated and must ensure that all victims receive the medical and support services they need. Both internal and outside investigators must be able to obtain usable evidence to substantiate allegations and hold perpetrators accountable.

Facilities must use a coordinated, multidisciplinary team approach to responding to sexual abuse, which

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may include a formalized sexual assault response team (SART). The SART should include a medical practitioner, a mental health practitioner, a security staff member and an investigator. SART members may consist of staff as well as representatives from outside entities that provide relevant services and expertise.

A. The following procedures, as addressed in this standard, apply in the cases of reported or known victims of sexual assault.

1. The victim should receive a prompt examination to identify medical and mental health needs and to minimize the loss of evidence.
2. The victim's acute medical and mental health needs should be addressed before evidence is collected on-site or before they are transported off-site for evidence collection.
3. If the incident occurred within 96 hours of the report, the victim should be instructed to avoid actions that could inhibit evidence collection prior to forensic medical examination.
4. All forensic medical exams must be conducted by specially educated and clinically trained medical examiners who have been trained in the use of standard investigative and evidence-gathering procedures.
5. All forensic medical exams must use standardized sexual assault collection kits ("rape kits").
6. The incident must be reported to the appropriate law enforcement agency.
7. The medical examiner or designated staff member must ensure that the victim receives follow-up care or referrals for follow-up care.

The following procedures may apply for reported or known victims of sexual assault. If the detainee was threatened with sexual assault or was assaulted on a previous occasion, some steps may not be necessary.

The standard protocol is to transport every alleged victim and assailant (separately) to the nearest hospital for a "rape kit" as soon as possible.

B. Collect evidence from assailant (security and health services staff).

1. Identify the assailant if possible and isolate the assailant, whenever possible, pending further investigation.
2. Standard investigative and evidence-gathering procedures, by both internal and outside investigators.
3. Report the incident to the appropriate law enforcement agency.
4. If known, the assailant should undergo a forensic medical exam. If transported off-site for the exam, assailant and victim must be transported separately.
5. If facility medical staff attempts to examine the alleged assailant, findings shall be documented both photographically and in writing. A written summary of all medical evidence and findings shall be completed and maintained in the detainee's medical record. Copies shall also be provided to supervisory security staff and appropriate law enforcement officials.

III. Medical Assessment of Victim (Health Services Staff)

A. If trained medical staff are available in the facility, render treatment locally whenever feasible.

B. If the alleged victim is examined in the facility to determine the extent of injuries, all findings shall be documented both photographically and in writing, and placed in the detainee's medical record, with a copy to supervisory security staff and appropriate

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aw enforcement officials.

C. If deemed necessary by the examining physician, follow established procedures for use of outside medical consultants or for an escorted trip to an outside medical facility.

D. Notify staff at the community medical facility and alert them to the detainee's condition.

E. When necessary, conduct STD/STI and HIV testing and provide the option of emergency contraception if available.

F. Refer the detainee for crisis counseling or mental health services, as medically and time appropriate.

IV. Medical Transfers for Examination and Treatment (Security and Health Services Staff)

A. determined appropriate by the facility physician, nd if approved by the facility administrator or esignee, the detainee may be examined by medical personnel from the community.

A contractual arrangement may be developed with a rape crisis center or other available community medical service to enhance facility medical services. The contract shall provide for the following:

1. Clinical examination for assessing physical injuries and collecting any physical evidence of sexual assault, and
2. Contract medical personnel to come into the facility to escort detainees to the contract facility (e.g., crisis care center, medical clinic, hospital, etc.).

B. Escorting staff shall treat the victim in a supportive and non-judgmental way.

C. Information about the assault is confidential, and hall be given only to those directly involved in the nvestigation and/or treatment of the victim.

V. Mental Health Services (Mental Health Staff)

A. Mental health staff shall be notified immediately after the initial report of an allegation of sexual abuse or assault of a detainee.

B. Following the medical assessment, the alleged victim shall be seen by a mental health clinician within 24 hours of notification to the mental health staff, who will provide crisis intervention and assess any immediate and subsequent treatment needs.

C. The findings of the initial crisis evaluation session shall be summarized in writing within one week of the initial session, and shall be placed in the appropriate treatment record, with a copy provided to the hospital administrator or clinical director and other staff responsible for oversight of sexual abuse or assault prevention and intervention procedures.

D. Additional psychological or psychiatric treatment, as well as continued assessment of mental health status and treatment needs, shall be provided as needed, with the victim's full consent and collaboration. Decisions regarding the need for continued assessment and treatment shall be made by qualified clinicians according to established professional standards, and shall be made with awareness that a victim of sexual abuse or assault commonly experiences both immediate and delayed psychiatric or emotional symptoms.

E. If a victim chooses to continue to pursue treatment, the clinician shall either provide appropriate treatment or facilitate referral to an appropriate treatment option, including individual therapy, group therapy, further psychological assessment, assignment to a mental health counselor or facility, referral to a psychiatrist, or other treatment options. Pending referral, mental health services shall continue unabated. If a victim chooses

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to decline further treatment services, he/she shall be asked to sign a statement to that effect.

F. All treatment and evaluation sessions shall be properly documented and placed in the appropriate treatment record to ensure continuity of care.

G. Should a victim be released from custody during the course of treatment, the victim shall be advised of community mental health resources in his/her area.

VI. Monitoring and Follow-up

A. Classification and security staff shall place the victim in appropriate housing and assess the risk of keeping the victim at the facility where the incident occurred. Detainees who are considered likely to become victims again shall be placed in the least restrictive housing that is available and appropriate.

B. Housing, medical and mental health staff shall monitor the physical and mental health of the victim and coordinate the continuation of necessary services.

C. Medical staff shall dispense medication and provide routine examinations and STD and HIV follow-up.

D. Mental health staff shall conduct post-crisis counseling and arrange for psychiatric care if necessary.

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Appendix 2.11.C: Sexual Assault Awareness

All of "Appendix 2.11.C: Sexual Assault Awareness" is required to be posted in each Housing Unit Bulletin Board at all Service Processing Centers and Contract Detention Facilities and by Intergovernmental Service Agreement Providers that house ICE detainees.

While detained by the Department of Homeland Security, Immigration and Customs Enforcement, Office of Enforcement and Removal, you have a right to be safe and free from sexual harassment and sexual assault. Report all attempted assaults and assaults to your housing unit officer, a supervisor, the Officer In Charge, directly to the DHS Office of the Inspector General (OIG) or the ICE Office of Professional Responsibility (OPR), Joint Intake Center.

Definitions

Detainee-on-detainee Sexual Abuse/Assault

One or more detainees, by force, coercion or intimidation, engaging in or attempting to engage in: contact between the penis and the vagina or anus; contact between the mouth and the penis, vagina, or anus; penetration of the anal or genital opening of another person by a hand, finger or any object; touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or the use of threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.

Staff-on-detainee Sexual Abuse/Assault

One or more staff member(s), volunteer(s), or contract personnel engaging in or attempting to engage in: contact between the penis and the vagina or anus; contact between the mouth and the penis, vagina, or anus; penetration of the anal or genital opening of another person by a hand, finger or any object; touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, except in the context of proper searches and medical examinations; the use of threats, intimidation, harassment, indecent, profane or abusive language, or other actions (including unnecessary visual surveillance) or communications aimed at coercing or pressuring a detainee to engage in a sexual act; or repeated verbal statements or comments of a sexual nature to a detainee, including demeaning references to gender, derogatory comments about body or clothing, or profane or obscene language or gestures. Sexual conduct of any type between staff and detainees amounts to sexual abuse, regardless of whether consent exists.

Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by ICE policy and the law.

Prohibited Acts

Sexual abuse/assault is a crime and this facility has a zero tolerance policy for sexual assault and abuse. A detainee or staff member who commits sexual assault shall be punished administratively and may be subject to criminal prosecution.

A detainee who engages in such behavior can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy:

- Code 101: Sexual Assault
- Code 207: Making a Sexual Proposal
- Code 404: Using Abusive or Obscene Language

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- Code 206: Engaging in a Sex Act
- Code 300: Indecent Exposure or Language

Victimized detainees should not be subject to disciplinary action for reporting sexual abuse or for participating in sexual activity as a result of force, coercion, threats, or fear of force.

In addition, consensual sexual conduct between detainees is also prohibited and subject to administrative and disciplinary sanctions.

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race or ethnicity. Regardless of your sexual orientation or gender identity, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need-to-know in order to make decisions concerning the detainee victim's welfare and for law enforcement/ investigative purposes.

Avoiding Sexual Assault

Sexual assault is never the victim's fault. Knowing the warning signs and red flags can help you stay alert and aware:

1. Carry yourself in a confident manner. Many attackers choose victims who look like they would not fight back or who they think are emotionally weak.
2. Do not accept gifts or favors from others. Most gifts or favors come with special demands or limits that the giver expects you to accept.
3. Do not accept an offer from another detainee to be your protector.
4. Find a staff member with whom you feel comfortable discussing your fears and concerns. Report concerns!
5. Do not use drugs or alcohol; these can weaken your ability to stay alert and make good judgments.
6. Be clear, direct and firm. Do not be afraid to say "no" or "stop it now."
7. Choose your associates wisely. Look for people who are involved in positive activities like educational programs, work opportunities or counseling groups. Get yourself involved in these activities.
8. If you suspect another detainee is being sexually abused, report it to a staff member you trust or to the DHS/OIG at 1-800-323-8603 or ICE/OPR, Joint Intake Center at 1-877-246-8253.
9. Trust your instincts. Be aware of situations that make you feel uncomfortable. If it does not feel right or safe, leave the situation or seek assistance. If you fear for your safety, report your concerns to staff.

Report All Assaults

If you become a victim of a sexual assault, report the incident immediately to any staff person you trust, to include housing officers, deportation officers, chaplains, medical staff or supervisors. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need-to-know basis. If you are not comfortable reporting the assault to staff, you have other options:

1. Write a letter reporting the sexual misconduct to the Officer In Charge, Assistant Field Office Director, or Field Office Director. To ensure confidentiality, use special mail procedures.

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. File an emergency detainee grievance. If you decide your complaint is too sensitive to file with the Officer In Charge, you can file your grievance directly with the Field Office Director. You can get the forms from your housing unit officer, deportation staff or a facility supervisor.

3. Call the ICE Office of Professional Responsibility, Joint Intake Center 24 hours a day at 1-877-246-8253.

4. Write to the OIG, which investigates allegations of staff misconduct. The address is:
   Office of Inspector General P.O. Box 27606
   Washington, D.C. 20530

5. Call, at no expense to you, the DHS/OIG or the ICE/OPR, Joint Intake Center. The phone number for the OIG is posted in your housing unit.

Individuals who sexually abuse or assault detainees an only be disciplined or prosecuted if the abuse is reported.

Next Steps after Reporting a Sexual Assault or Attempted Sexual Assault

You will be offered immediate protection from the assailant and you will be referred for medical examination and clinical assessment. You do not have to name the detainee(s) or staff member who assaulted you for you to receive assistance, but specific information may make it easier for staff to help you. You will continue to receive protection from the assailant, whether or not you have identified your attacker or agree to testify against them. It is important that you do not shower, wash, drink, change clothing or use the bathroom until evidence can be collected.

The Medical Exam

Medical staff shall examine you for injuries, which nay or may not be readily apparent to you and shall gather physical evidence of assault. Bring with you to the medical exam the clothes and underwear that you had on at the time of the assault. You shall be checked for the presence of physical evidence, which supports your allegation. With your consent, a medical professional shall perform a pelvic and/or rectal examination to obtain samples of, or document the existence of physical evidence such as hair, body fluids, tears, or abrasions that remain after the assault. This physical evidence is critical in corroborating that the sexual assault occurred and in identifying the assailant; trained personnel shall conduct the exam privately and professionally.

Understanding the Investigative Process

Once the misconduct is reported, the appropriate law enforcement agency shall conduct an investigation. The purpose of the investigation is to determine the nature and extent of the misconduct. You may be asked to give a statement during the investigation. If criminal charges are filed, you may be asked to testify during the criminal proceedings. Any detainee who alleges that he/she has been sexually assaulted will be offered immediate protection and will be referred for a medical examination.

The Emotional Consequences of Sexual Assaults

It is common for victims of sexual assault to have feelings of embarrassment, anger, guilt, panic, depression and fear several months or even years after the attack. Other common reactions include loss of appetite, nausea or stomach aches, headaches, loss of memory and/or trouble concentrating, and changes in sleep patterns. Emotional support is available from the facility's mental health and medical staff, and from the chaplains. Also, many detainees who are at high risk of sexually assaulting others have often been sexually abused themselves. Mental health services

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are available to them also so that they can control their actions and heal from their own abuse.

Sexual assaults can happen to anyone: any gender, age, race, ethnic group, socio-economic status and to an individual with any sexual orientation or disability. Sexual assault is not about sex; it is about Power and control. All reports are taken seriously.

Your safety and the safety of others is the most important concern. For everyone's safety, all incidents, threats, or assaults must be reported.

Report all attempted assaults and assaults to your housing unit officer, a supervisor, the Officer In Charge, or directly to the DHS/OIG or ICE/OPR, Joint Intake Center.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
P00008	See Block 16C	PRO-13-L086	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE 0835866690000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B. DATED *(SEE ITEM 13)* 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 22.1002-3 -- Wage Determinations Based on Collective Bargaining Agreements
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083586669

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Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

.

The purpose of this modification is to revise the effective date of the Collective Bargaining Agreement (CBA) Wage Determination no. CBA-2012-5487 to May 27, 2012.

.

Exempt Action: Y
LIST OF CHANGES:
Reason for Modification : Change Order
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	b6, b7c

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	b6, b7c	2-28-13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: $0.00 Period of Performance: 06/01/2011 to 05/31/2016 . Should there be a conflict with between this standard and any other term and condition fo the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification. All other terms and conditions within the referenced IGSA remain the same Funding will be added by issuance of a task order.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00009	See Block 16C		

6. ISSUED BY CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c , (949) 425- b6, b7c
Laguna Niguel CA 92677

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
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Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE 0835866690000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B. DATED *(SEE ITEM 13)* 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083586669

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

The purpose of this modification is to incorporate all of the ICE Performance Based (PBNDS) 2011 Minimum Standards, several Optimal Standards, and the attached Quality Assurance Surveillance Plan (OASP) (Attachment B). The PBNDS 2011 Standards may be viewed in their entirety at the following link:

www.ice.gov/detention-standards/2011/
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
D. James Hart, Ph.D. City Manager	b6, b7c
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	5/23/13	5-24-13

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

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Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Please see Attachment A of this modification regarding the implementation of the PBNDS 2011 Optimal Standards. It is agreed that the aforementioned minimum and optimal standards are, herein, incorporated into the IGSA at no additional cost. Within 30 days of execution of this modification the facility shall be compliant with all PBNDS 2011 Standards as stated herein. . Exempt Action: Y Period of Performance: 06/01/2011 to 05/31/2016 . Should there be a conflict between the PBNDS 2011 standards and any other term and/or condition of the agreement identified in Block 10A on this modification, please contact the Contracting Officer for clarification. All other terms and conditions remain unchanged. .				

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COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:
ADELANTO CORRECTIONAL FACILITY

Adelanto Correctional Facility will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

Standard 2.1: Admission and Release

- "Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee." *(Section V.B.4.c)*

Standard 2.12: Special Management Units

- "Detainees must be evaluated by a medical professional prior to being placed in an SMU." *(Section V.D)*

Standard 4.3: Medical Care

- "Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards." *(Section II.1)*
- "Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and tele-medicine, shall be provided." *(Section II.28)*
- "The facility, when equipped with appropriate technology and adequate space, shall provide for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP), tele-psychiatry and tele-medicine." *(Section V.DD)*

Standard 4.4: Medical Care (Women)

- "The facility's provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC)." *(Section II.1)*

Standard 4.6: Significant Self-Harm and Suicide Prevention and Intervention

- "The facility shall be in compliance with standards set by the National *C*ommission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm." *(Section II.3)*

Standard 4.7: Terminal Illness, Advance Directives, and Death

- "The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees." *(Section II.2)*

Standard 5.4: Recreation

- Administrative Segregation: "Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week." *(Section V.E)*
- Disciplinary Segregation: "Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week." *(Section V.E)*
- "Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Outdoor recreation shall support leisure activities, outdoor sports and exercise, provided outside the confines of the housing structure and/or other solid enclosures." *(Section II.2)*

- "Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light." *(Section V.B)*
- "Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available." *(Section V.F)*

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

Functional Area: A logical grouping of performance standards.

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

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

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Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

(a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

(b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

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

(c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

(d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, ***or*** a deduction may be taken.

(e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.

(f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.

(g) The COTR will maintain a record of all open and resolved CDRs.

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9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

A. Performance Requirements Summary

B. Contract Discrepancy Report

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Attachment A – Performance Requirements Summary

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

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Attachment A – Performance Requirements Summary

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

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CONTRACT DISCREPANCY REPORT .	1. CONTRACT NUMBER
Report Number:	**Date:**

2. TO: (Contractor and Manager Name)	3. FROM: (Name of COTR)

DATES

CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE

4. DISCREPANCY OR PROBLEM *(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)*

5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

6. TO: (*COTR*)	7. FROM: (*Contractor*)

8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (*Cite applicable Q.A. program procedures or new A.W. procedures.*)

9. SIGNATURE OF CONTRACTOR REPRESENTATIVE	10. DATE

11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (*Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary*)

12. GOVERNMENT ACTIONS (*Payment withholding, cure notice, show cause, other*.)

CLOSE OUT

	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

ICE.2012FOIA3030Addendum.000173

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00010	See Block 16C	PRO-13-L0131	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA	ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: b6, b7c , (949)425- b6, b7c Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
ADELANTO CITY OF PO BOX 10 ADELANTO CA 923010010	(x)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003
		10B. DATED (SEE ITEM 13) 05/31/2011

CODE 0835866690000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 083586669

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Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

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This modification is issued to replace IGSA page 41-43, Article XII. Enrollment, Invoicing, and Payment, Section B. Consolidated Invoicing with the attached page 41, 42, 43(a), & 43(B).

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Exempt Action: Y
LIST OF CHANGES:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	b6, b7c

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	b6, b7c	5-29-13
	(Signature of Contracting Officer)	

NSN 7540-01-152-6070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reason for Modification : Other Administrative Action Period of Performance: 06/01/2011 to 05/31/2016 . All other terms and conditions remain unchanged. .				

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

Article XI. Adjusting the Bed Day Rate

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

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

Article XII. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form http://www.fms.treas.gov/pdf/3881.pdf. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

B. Consolidated Invoicing: The Service Provider shall use these procedures when submitting an invoice:

ICE.2012FOIA3030Adelanto.000174

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to: b6, b7c

Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
ATTN: *ERO-FOD-FLS*
Williston, VT 05495-1620

Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice submission shall contain the following information:

(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;
(ii) Dunn and Bradstreet (D&B) DUNS Number;
(iii) Invoice date and invoice number;
(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vii) Terms of any discount for prompt payment offered;
(viii) Remit to Address;
(ix) Name, title, and phone number of person to notify in event of defective invoice; and

3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:

ICE.2012FOIA3030Adelanto.000175

(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation *unless* specifically requested by the Government.

(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.

(iii). Detention Services (other than firm fixed price):

(1) Bed day rate;
(2) Resident's/detainee's check-in and check-out dates;
(3) Number of bed days multiplied by the bed day rate;
(4) Name of each detainee;
(5) Resident's/detainee's identification information

(iv). Transportation Services (other than firm fixed price):

(1) The mileage rate being applied for that invoice.
(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

(v). Stationary Guard Services (other than firm fixed price):

(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.

(vi). Other Direct Charges:

The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

ICE.2012FOIA3030Adelanto.000176

- Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.
- Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
- Use shredders when discarding paper documents containing Sensitive PII.
- Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at (b)(7)e (b)(7)e for more information on and/or examples of Sensitive PII.

5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-(b)(7)e or by e-mail at (b)(7)e

ICE.2012FOIA3030Adelanto.000177

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00011	See Block 16C	PRO-13-L153	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-LAGUNA			

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c , (949)425- b6, b7c
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE	FACILITY CODE
0835866690000	

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B. DATED *(SEE ITEM 13)* 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
None Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083586669

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Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

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This administrative modification is issued to correct CLIN structure in the ICE Procuement System for modification P00006. There are no contract changes made. All other terms and conditions remain unchanged.

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Exempt Action: Y
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	b6, b7c

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. b6, b7c	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	7-3-13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EROIGSA-11-0003/P00011	PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	LIST OF CHANGES: Reason for Modification : Other Administrative Action Total Amount for this Modification: $0.00 Obligated Amount for this Modification: $0.00 Period of Performance: 06/01/2011 to 05/31/2016 Funded Amount: $0.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00012	See Block 16C	PRO-14-L017	

6. ISSUED BY CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949)425- b6, b7c
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE 0835866690000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B. DATED (SEE ITEM 13) 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

_ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers : is extended. : is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Funding will be added by issuance of task order

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 083586669

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Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

.

The purpose of this modification is to incorporate the following:

1) To add CLIN 0005B - Remote Post Overtime to the IGSA, effective on November 15, 2013.

2) To add IGSA Language Article III. Covered Services, paragraph E, F, and G (see attached).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10 b6, b7c are changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

D. James Hart, Ph.D., City Manager

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED 11/13/13

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

b6, b7c

16B. UNITED STATES OF AMERICA

b6, b7c

16C. DATE SIGNED 11-14-13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00012	See Block 16C	PRO-14-L017	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-LAGUNA		ICE/DM/DC-LAGUNA	

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949) 425- b6, b7c
Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room 3104
Attn: b6, b7c (949) 425- b6, b7c
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADELANTO CITY OF
PO BOX 10
ADELANTO CA 923010010

CODE 0835866690000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0003

10B. DATED *(SEE ITEM 13)* 05/31/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Funding will be added by issuance of task order

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral - Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083586669

.

Finance/Program POC: b6, b7c at (213) 830- b6, b7c or b6, b7c
COR POC: b6, b7c at (661) 940- b6, b7c or b6, b7c

.

The purpose of this modification is to incorporate the following:

1) To add CLIN 0005B - Remote Post Overtime to the IGSA, effective on November 15, 2013.

2) To add IGSA Language Article III. Covered Services, paragraph E, F, and G (see attached).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10 b6, b7c e changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		b6, b7c	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
ADELANTO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3) To add SOW Language Article V. Medical Services, paragraph B (see attached). . Exempt Action: Y LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: $0.00 FOB: Destination Period of Performance: 06/01/2011 to 05/31/2016 Add Item 0005B as follows:				
0005B	Remote Post Overtime Note: An estimated of (b)(7)e hours per year; the actual number may differ. These proposed numbers are subject to change to suit LA Field Office operational needs. Obligated Amount: $0.00 .	(b)(7)e			

Change IGSA Article III. Covered Services FROM:

E. Escort and Transportation Services: The Service Provider shall provide, upon request of the COTR or ICE designee, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be provided for escorting detainees to court hearings, escorting witnesses to the courtroom, and any escort services requested by an ICE judge during proceedings. Transportation and/or escort services shall be provided to transport detainees from the facility to and from a medical facility for outpatient care. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Statement of Work provides specific escort and transportation services requirements unique to this Agreement.

F. Guard Services: The Service Provider shall provide stationary guard services upon request of the COTR which shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, Executive Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto and other locations stated in the attached Statement of Work (SOW). Qualified personnel employed by the Service Provider shall perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, legal orientation program, and contraband control. Staff providing guard services for ICE detainees shall refrain from utilization of social networking services or other electronic programming not directly associated with duties being performed to ensure the safety and welfare and oversight of the detained population.

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

Change IGSA Article III. Covered Services TO:

E. Escort and Transportation Services: The Service Provider shall provide, upon request of the COTR or ICE designee, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be provided for escorting detainees to court hearings, escorting witnesses to the courtroom, and any escort services requested by an ICE judge during proceedings. Transportation and/or escort services shall be provided to transport detainees from the facility to and from a medical facility for outpatient care. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Statement of Work provides specific escort and transportation services

ICE.2012FOIA3030Adelanto.000183

requirements unique to this Agreement. (Remote Post cost for guarding at hospitals will be billed in accordance with SOW, Article IV Guard and Escort Service)

F. Guard Services: The Service Provider shall provide stationary guard services upon request of the COTR which shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, Executive Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto and other locations stated in the attached Statement of Work (SOW). Qualified personnel employed by the Service Provider shall perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, legal orientation program, and contraband control. Staff providing guard services for ICE detainees shall refrain from utilization of social networking services or other electronic programming not directly associated with duties being performed to ensure the safety and welfare and oversight of the detained population. (Remote Post cost for guarding at hospitals will be billed in accordance with SOW, Article IV Guard and Escort Service).

G. Medical Services: The Statement of Work provides specific medical service requirements unique to this Agreement. Regardless of the unique requirements for this Agreement, the Service Provider shall provide the following services regarding medical care of detainees: (Remote Post cost for guarding at hospitals will be billed in accordance with SOW, Article IV Guard and Escort Service).

ICE.2012FOIA3030Adelanto.000184

Change SOW FROM

IV. Guard and Escort Services

A. The Service Provider shall provide stationary guard and escort services in accordance with the ICE Performance Based National Detention Standards. In addition, the service provider will provide guard and escort services as requested by the COTR for Executive Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto, and detainee visitation at The City of Adelanto. The Service provider will also provide guard services for The City of Adelanto Detainees that are sent to medical facilities or doctor's appointments. Qualified officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

B. The itemized monthly invoice for guard services for offsite medical care shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices.

Change SOW TO

IV. Guard and Escort Services

A. The Service Provider shall provide stationary guard and escort services in accordance with the ICE Performance Based National Detention Standards. In addition, the service provider will provide guard and escort services as requested by the COTR for Executive Office of Immigration Review (EOIR) hearings at The City of Adelanto, attorney interviews at The City of Adelanto, Legal Orientation Program (LOP) at The City of Adelanto, and detainee visitation at The City of Adelanto. The Service provider will also provide guard services for The City of Adelanto Detainees that are sent to medical facilities or doctor's appointments. Qualified officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

B. Remote Post Cost - The itemized monthly invoice for guard services for offsite medical care shall state the number of hours being billed, the duration of the billing (times and dates, hospital name) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. The COR may request additional information necessary to validate these costs.

ICE.2012FOIA3030Adelanto.000185