

U.S. Department of Homeland Security
500 12th St., SW
Washington, D.C. 20536



U.S. Immigration
and Customs
Enforcement

September 6, 2023

Ms. Jacqueline Stevens
601 University Place, 2d floor
Political Science Department
Evanston, IL 60208

**RE: Stevens v. ICE 20-cv-2725
ICE FOIA Case Number 2020-ICLI-00042
Supplemental Release**

Dear Ms. Stevens:

This letter is a supplemental response to your client's Freedom of Information Act (FOIA) requests to U.S. Immigration and Customs Enforcement (ICE). Your client seeks records relating to the following Freedom of Information Act requests: 2018-ICFO-56530, 2020-ICFO-18634, 2019-ICFO-33429, 2019-ICFO-29171, 2018-ICFO-59138, and 2019-ICFO-24680. ICE has considered your request under the FOIA, 5 U.S.C. § 552.

For this production, ICE is making a discretionary re-release of 199 pages of records. ICE has reviewed the pages and determined that 77 pages will be released in full and portions of the remaining 122 pages will be withheld pursuant to FOIA Exemptions (b)(4), (b)(6), (b)(7)(C) and (b)(7)(E) as described below. The pages will retain their original Bates numbers.

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. This exemption covers two categories of information in federal agency records: (1) trade secrets; and (2) information that is commercial or financial, obtained from a person (which may include corporations or state governments), and privileged or confidential, which is both customarily and actually treated as private by the submitter of the information. *See Food Marketing Institute v. Argus Leader Media*, 139 S. Ct. 2356, 2362-63 (2019). I have reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the personally identifiable information of DHS employees and third parties contained within the records.

FOIA Exemption 6 exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy

interests of the non-public-facing individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes that could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes note of the strong interests of individuals, whether they are suspects, witnesses, investigators, or individuals performing their official duties in connection with a law enforcement agency, in not being unwarrantably associated with alleged criminal activity or becoming targets for revenge by begrudged individuals. Based upon the traditional recognition of strong privacy interest in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate. As such, I have determined that the privacy interest in the identities of the non-public-facing individuals in the records you have requested clearly outweigh any minimal public interest in disclosure of the information. Please note that any private interest you may have in that information does not factor into this determination.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. I have determined that disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant United States Attorney Alex Hartzler at Alex.Hartzler@usdoj.gov.

Sincerely,

Marcus K. Francis Sr.
Supervisory Paralegal Specialist

Enclosure: 199 pages

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Tuesday, January 14, 2020 8:44 AM
To: (b)(6); (b)(7)(C)
Cc:
Subject: Contract Language to add...

(b)(6); (b)(7)(C)

IHSC leadership has requested that we add your recommended language below for the next mod. Is there anything else you need from us for this action?

Thanks

(b)(6); (b)(7)(C)

CAP (b)(6); (b)(7)(C) LCSW
Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-731 (b)(6); (b)(7)(C)
Cell: 202-641 (b)(6); (b)(7)(C)

As a COR, I am not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of any contract. Should a change to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer.

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From: (b)(6); (b)(7)(C)
Sent: Monday, January 13, 2020 2:43 PM
To: (b)(6); (b)(7)(C) <ice.dhs.gov>
Subject: FW: STGI

CAP (b)(6); (b)(7)(C) LCSW
Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-731 (b)(6); (b)(7)(C)
Cell: 202-641 (b)(6); (b)(7)(C)

(b)(5)

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From: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>
Sent: Thursday, December 19, 2019 10:28 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: RE: STGI

Thank you

Enrique M. Lucero
(A) Deputy Executive Associate Director
Enforcement and Removal Operations
U.S. Immigration and Customs Enforcement
202 732 (b)(6); (b)(7)(C) (office)
(b)(6); (b)(7)(C)@ice.dhs.gov

From: (b)(6); (b)(7)(C)@ice.dhs.gov
Sent: Monday, December 16, 2019 7:20 AM
To: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: STGI

Sir,
Please see below. The highlighted area would be the draft language.

(b)(6); (b)(7)(C)

C-3. STATEMENT OF WORK (SOW). This solicitation includes two (2) complete statements of work (SOWs). The first SOW addresses the requirement for all sites except for the South Texas Family Residential Center (STFRC) located in Dilley, Texas. The separation was made to clarify the critical mission differences and work requirements for the STFRC. While there are two (2) separate SOWs, there will be a single Quality Assurance Surveillance Plan (QASP) used to evaluate the Contractor's ability to meet the common requirements of the contract. The objective of this contract is to obtain health care staffing in support of the IHSC as outlined in these SOWs and based on the government's mission requirements at all times. Mission changes may be frequent and require substantial flexibility and adaptability on the part of the Contractor.

Medical services shall be compliant with recognized state and national standards and with clinical practice guidelines associated with medical, mental and dental health, nursing, radiology, pharmacy, medical records management and personnel licensing requirements where the facility is located, see **J-7: IHSC Locations**. All offsite and emergent care shall be in compliance with the Medical Provider Analysis and Review Referral and Payment system (MedPars) outlined in **J-4: Offsite and Emergent Care**.

The contract staff providing these services will be managed solely by their employer based on the government needs. The contract staff will augment federal (General Schedule and Commissioned Corps of the United States Public Health Service) providers.

The contractor may be required to provide medical services to detainees at IHSC locations but are in the custody of other law enforcement agencies, including but not limited to the U.S. Marshall's Services and U.S. Customs and Border

Protection. Services for detainees which are not in ICE custody are to be performed in accordance with IHSC policies and procedures, and the terms of this contract.

The Contractor shall provide the government with all labor necessary to supply qualified medical staffing in accordance with the specifications of this contract. The scope of this request is to obtain a Contractor with the capability to provide the services required to all IHSC facilities included in this requirement. Current facilities identified in this requirement are located within the Continental United States.

CAPT (b)(6); (b)(7)(C) LCSW
Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-7 (b)(6); (b)(7)(C)
Cell: 202-64 (b)(6); (b)(7)(C)

As a COR, I am not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of any contract. Should a change to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer.

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From: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>
Sent: Friday, December 13, 2019 2:25 PM
To: (b)(6); (b)(7)(C)@ice.dhs.gov; (b)(6); (b)(7)(C)@ice.dhs.gov; (b)(6); (b)(7)(C)@ice.dhs.gov
Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: RE: STGI

I don't see the language, please resend.

From: (b)(6); (b)(7)(C)@ice.dhs.gov
Date: Friday, Dec 13, 2019, 7:50 AM
To: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@ice.dhs.gov; (b)(6); (b)(7)(C)@ice.dhs.gov
Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: RE: STGI

Sir,
Please the contract language with the highlights in yellow as the additional language.

Thanks
(b)(6); (b)(7)(C)

CAPT (b)(6); (b)(7)(C) LCSW
Contracting Officer's Representative

Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-732-(b)(6);
(b)(7)(C)
Cell: 202-641-(b)(6);
(b)(7)(C)

As a COR, I am not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of any contract. Should a change to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer.

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From: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>
Sent: Friday, December 13, 2019 9:46 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)ice.dhs.gov> (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)ice.dhs.gov>
Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)ice.dhs.gov>
Subject: RE: STGI

Understood, please cut and paste what the contract states today and what your proposal was for a potential modification.

Thank you

From: (b)(6); (b)(7)(C)ice.dhs.gov>
Date: Friday, Dec 13, 2019, 6:39 AM
To: Lucero, Enrique M <(b)(6); (b)(7)(C)ce.dhs.gov>; (b)(6); (b)(7)(C)ce.dhs.gov>; (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)ice.dhs.gov>
Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: STGI

Sir,
It is not explicitly written into the Medical Staffing Contract currently (or historically). STGi is aware of the USMS inmate population and our requirement to serve them, as they fund us to do so. There are no conflicts in this regard with STGi. That being said, I am working with OAQ to finalize the language to include the Marshalls so that we avoid any confusion. I spoke with OAQ about the time line to complete the modification and due to existing funding mods in the que it will be about two weeks to complete the bilateral modification. I hope this is helpful. Please let me know if this is an acceptable course of action.

Thanks

(b)(6);
(b)(7)(C)

CAPT (b)(6); (b)(7)(C) LCSW
Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)

Enforcement Removal Operations (ERO)

Desk: 202-732 (b)(6);
Cell: 202-641 (b)(7)(C)

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From: Lucero, Enrique M (b)(6); (b)(7)(C) @ice.dhs.gov>
Sent: Friday, December 13, 2019 9:32 AM
To: (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) @ice.dhs.gov>
(b)(6); (b)(7)(C) @ice.dhs.gov>
Cc: Johnson, Tae D (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) @ice.dhs.gov>
Subject: RE: STGI

Hello Team,

The ask is simply to review the language as written in the current contract.

As you know, Otay is different than all other facilities in that IHSC treats USMS inmates as well as ICE detainees. I just want to make sure the contract covers care for both as it is currently written so it does not limit our contractors to ICE detainees only like many of our contracts are written.

From: (b)(6); (b)(7)(C) @ice.dhs.gov>
Date: Friday, Dec 13, 2019, 6:25 AM
To: (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) @ice.dhs.gov>
Cc: Johnson, Tae D (b)(6); (b)(7)(C) @ice.dhs.gov>; Lucero, Enrique M (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) @ice.dhs.gov>
Subject: RE: STGI

Sir,
To better assist with the ask.... what is the concern as it relates to the contract? We have not had explicit language in before and (b)(6) does not think it is necessary, That being said I send some draft language to him already to review and will forward if he is ok with it.

Thanks

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-732 (b)(6);
Cell: 202-641 (b)(7)(C)

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From: (b)(6); (b)(7)(C)@ice.dhs.gov>
Sent: Friday, December 13, 2019 9:20 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: STGI

Thx, (b)(6)

(b)(6); (b)(7)(C) CCHP, FACHE
Assistant Director | ICE Health Service Corps
Desk: 202-732-(b)(6); Cell: 202-321-(b)(6);

From: (b)(6); (b)(7)(C)@ice.dhs.gov>
Date: Friday, Dec 13, 2019, 9:12 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: STGI

Sir,
I am working with the CO on this as we speak.

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) LCSW
Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-732-(b)(6);
Cell: 202-641-(b)(7)(C)

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From: (b)(6); (b)(7)(C)@ice.dhs.gov>

Sent: Friday, December 13, 2019 8:42 AM

To: (b)(6); (b)(7)(C)@ice.dhs.gov> (b)(6); (b)(7)(C)@ice.dhs.gov>

Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>; Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>

Subject: RE: STGI

(b)(6); (b)(7)(C)

Please see below and provide the language. My Lucero needs this ASAP.

(b)(6);

(b)(6); (b)(7)(C) CCHP, FACHE

Assistant Director | ICE Health Service Corps

Desk: 202-732-3524 | Cell: 202-321-6177

Executive Assistant: (b)(6); (b)(7)(C)@associates.ice.dhs.gov

Desk: 202-732-1517 | Cell: 202-893-(b)(6);

"IHS: One Team, One Mission...Leading the Way in Immigration Health Care"

From: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>

Sent: Friday, December 13, 2019 8:40 AM

To: (b)(6); (b)(7)(C)@ice.dhs.gov>

Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>

Subject: RE: STGI

Thanks, can you send the specific language so we see exactly how it reads?

We should ask OAQ if there are any issues as it is written and if there is a need to mod the contract?

From: (b)(6); (b)(7)(C)@ice.dhs.gov>

Date: Friday, Dec 13, 2019, 5:33 AM

To: Lucero, Enrique M <(b)(6); (b)(7)(C)@ice.dhs.gov>

Cc: Johnson, Tae D <(b)(6); (b)(7)(C)@ice.dhs.gov>

Subject: FW: STGI

Henry –

Please see below.

(b)(6);

(b)(6); (b)(7)(C) CCHP, FACHE

Assistant Director | ICE Health Service Corps

Desk: 202-732-(b)(6); | Cell: 202-321-(b)(6);

Executive Assistant: (b)(6); (b)(7)(C)@associates.ice.dhs.gov

Desk: 202-732-1517 | Cell: 202-893-(b)(6);

"IHS: One Team, One Mission...Leading the Way in Immigration Health Care"

From: (b)(6); (b)(7)(C)@ice.dhs.gov>

Sent: Friday, December 13, 2019 8:31 AM

To: (b)(6); (b)(7)(C)@ice.dhs.gov> (b)(6); (b)(7)(C)@ice.dhs.gov>

Cc: (b)(6); (b)(7)(C) @ice.dhs.gov (b)(6); (b)(7)(C) ice.dhs.gov>

Subject: RE: STGI

Sir,

It is not explicitly written into the contract. STGi, InGenesis before them and STGi before that have treated all patients at the site to include the USMS patients. I spoke with Mr. (b)(6); (b)(7)(C) this morning and we can draft language to include in a contract modification if needed.

Thanks

(b)(6);

(b)(6); (b)(7)(C), LCSW

Contracting Officer's Representative

Resource Management Unit (RMU)

ICE Health Service Corps (IHSC)

Enforcement Removal Operations (ERO)

Desk: 202-732 (b)(6);

Cell: 202-641 (b)(7)(C)

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From (b)(6); (b)(7)(C) ice.dhs.gov>

Sent: Friday, December 13, 2019 4:01 AM

To: (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) ice.dhs.gov>

Cc: (b)(6); (b)(7)(C) @ice.dhs.gov>; (b)(6); (b)(7)(C) @ice.dhs.gov>

Subject: FW: STGI

Guys -

Please see below. Mr. Lucero is visiting Otay today and would like this info. Please check into and get back to me first thing this morning.

Many thx (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) CCHP, FACHE

Assistant Director | ICE Health Service Corps

Desk: 202-732 (b)(6); (b)(7)(C) Cell: 202-321 (b)(6);

From: Johnson, Tae D (b)(6); (b)(7)(C) ice.dhs.gov>

Date: Thursday, Dec 12, 2019, 8:26 PM

To: (b)(6); (b)(7)(C) ice.dhs.gov>

Subject: RE: STGI

Copy

From: (b)(6); (b)(7)(C)@ice.dhs.gov
Date: Thursday, Dec 12, 2019, 7:34 PM
To: Johnson, Tae D (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: RE: STGI

Let me check. I know they are treating USMS.

(b)(6); (b)(7)(C)@ice.dhs.gov, HP, FACHE
Assistant Director | ICE Health Service Corps
Desk: 202-732-(b)(6); | Cell: 202-32-(b)(6);

From: Johnson, Tae D (b)(6); (b)(7)(C)@ice.dhs.gov
Date: Thursday, Dec 12, 2019, 5:58 PM
To: (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: FW: STGI

DO we know off hand if the STGI contact explicitly states that they will be treating USMS detainees at Otay too, or does it specifically say ICE detainees or something broader like detainees.

From: Lucero, Enrique M (b)(6); (b)(7)(C)@ice.dhs.gov
Sent: Thursday, December 12, 2019 5:46 PM
To: Johnson, Tae D (b)(6); (b)(7)(C)@ice.dhs.gov; (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: RE: STGI

Yes, medical. Just wanted to make sure it is written in the contract.

From: Johnson, Tae D (b)(6); (b)(7)(C)@ice.dhs.gov
Date: Thursday, Dec 12, 2019, 2:43 PM
To: Lucero, Enrique M (b)(6); (b)(7)(C)@ice.dhs.gov; (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: RE: STGI

Medical contract? Yes.

From: Lucero, Enrique M (b)(6); (b)(7)(C)@ice.dhs.gov
Sent: Thursday, December 12, 2019 5:42 PM
To: Johnson, Tae D (b)(6); (b)(7)(C)@ice.dhs.gov; (b)(6); (b)(7)(C)@ice.dhs.gov
Subject: STGI

Regarding Otay does the stgi contract cover USMS inmates?

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Monday, December 16, 2019 3:46 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: Request for Cost Out-All Sites
Attachments: Contract -Behavioral Health Technician .docx; Contract-Medical Assistant.docx

(b)(6); (b)(7)(C)

Attached are two PDs for cost out by STGi. The Behavioral Health Technician (BHT) is new to IHSC and we have no precedent for cost. U.S. Bureau of Labor Statistics reports the Median Annual Salary for BHT is \$30,860 (\$14.84/hr) as of 2018. For the Medical Assistant we have two bill rates that were submitted by STGi with their Price Proposal; a Certified Nurses Assistant at Port Isabel (b)(4) and Dilley Certified Medical Assistant-Immunizations (b)(4). Note the Dilley Medical Assistant – Immunization requires some specialization in immunizations and therefore the higher bill rate. Regardless, I don't imagine any of the MAs would come back with a higher bill rate than the LVNs/LPNs at their respective sites.

Thanks

(b)(6)

CAPT (b)(6); (b)(7)(C) W
Contracting Officer's Representative
Resource Management Unit (RMU)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
Desk: 202-733-(b)(6);
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