

SECTION B – SERVICES and PRICES/COSTS

B-1. PURPOSE. The purpose of this contract is to provide on-site medical staffing services to provide a continuum of health care services to ICE residents/detainees 24 hours a day, seven (7) days per week, and 365 calendar days per year (24/7/365) at clinic sites where applicable, and standard business hours for the headquarters location (**See J-1: Preliminary Site Staffing Matrix and J-7: IHSC Locations**). The Contractor shall pay each labor category a labor rate no less than amounts identified in the proper Service Wage Rate designated for the respective area.

B-2. CONTRACT TYPE. The Government intends to award one commercial services Labor Hour/Time and Material type contract pursuant to FAR Part 12 and Part 15. All authorized travel shall be paid in accordance with the Federal Travel Regulation (FTR) without any application of overhead under Time and Material CLINS. For the consideration set forth below, the Contractor shall provide staffing sufficient to perform the estimated level of effort summarized below to accomplish the tasks and achieve the results set forth in Section C.

B-3. ESTIMATED LEVEL OF EFFORT

The Preliminary Site Staffing Matrix represents the Government's best estimate of the annual level of effort anticipated for each facility. The Government reserves the right to make modifications to the Site Staffing Matrix as required to support the needs of the Government.

(a) **BASE PERIOD.** The base period of performance starts on the date of award and runs through one calendar year. The transition period for the contract contemplated by this solicitation is a maximum of 60 calendar days, and also starts on the date of award. The Government understands that with the Transition Period during the Base Period, the actual level of effort will most likely not reach the estimates noted below due to the transition period.

South Texas Family Residential Center/Dilley: Given the uncertainty regarding the continuation of operations at the South Texas Family Residential Center at Dilley, Dilley is included as an option under this contract. If operations are continued at the Dilley facility and the option is exercised, the estimated labor hours for this site during the Base Period are based on Dilley being the final facility to be transitioned in the contract (Contractor shall have 60 days to Transition Dilley). If any Option Period is exercised for the Dilley facility, the estimated Level of Effort for this facility is 249,600 hours per year.

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. GENERAL. This is a non-personal commercial services contract, as defined in Federal Acquisition Regulation (FAR) FAR 37.101, to provide medical, dental, mental health, nursing and administrative staffing support to the U.S. Immigration and Customs Enforcement Health Services Corps (IHSC).

IHSCs mission is to manage and provide medical care to maintain the health of individuals in the custody of Immigration Customs Enforcement (ICE) through an integrated health care delivery system, based on nationally recognized correctional and detention health care standards. The Agency is committed to providing healthcare services to protect the nation's health; reduce global disease; and support the safe apprehension, enforcement, and removal of detained individuals involved in immigration proceedings. IHSC is committed to ensuring a system of care that is ethical, responsible, and accountable through rigorous surveillance and monitoring activities that are in place.

C-2. BACKGROUND. IHSC has a multi-sector, multidisciplinary workforce of more than 1000 employees, including U.S. Public Health Service (PHS) Commissioned Officers, federal civil servants, and contract staff. The IHSC provides on-site direct patient care to ICE detainees/residents at 22 locations throughout the United States, including Headquarters, and manages the provision of off-site medical care for detainees housed in approximately 250 additional facilities. The ICE detained population is approximately 34,000 detainees per day, with an average length of stay of 30 days, and over 400,000 detainees annually. The IHSC also provides medical support during ICE enforcement operations in the air, on the ground, and at sea.

This is a diverse, multi-cultural and multi-national population where greater than 20 different cultures and languages may be encountered at any given site. The detained population often requires management consideration for facility placement stratified by risk, custody, gender, age, nationality, health and other considerations.

IHSC is the health authority for ICE on all detainee/resident medical and health-related matters. As such, IHSC manages and provides a range of medical, dental, mental health and nursing care in order to maintain the health of adults and minors in ICE's custody through an integrated health care delivery system. This system is governed by nationally recognized standards of care for medical practice, and is monitored by community level accreditation bodies and established ICE detention and residential standards.

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 shall provide the government with all labor necessary to supply qualified medical staffing in accordance with the specifications of this Request for Proposals. 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.

Section C-4 – C-7 will cover all sites EXCLUDING South Texas Family Residential Center located in Dilley, TX.

C-4. SPECIFIC TASKS/SERVICES. The Contractor shall render the following services to the government:

- (a) The Contractor shall be responsible for providing fully qualified employees in accordance with the position descriptions outlined in **J-3: Position Descriptions**. Certifications, Degrees, Licensing, etc. shall be provided by the Contractor at the request of the government.
- (b) The Contractor shall regularly report status of all deliverables both verbally and in writing. The Contractor shall be required to update the Government in weekly meetings as determined by the Government to ensure all deliverables are being met.
- (c) The Site Status Report template (**J-11 – Site Status Report**) shall be provided by the Government and may be modified during the life of the contract based on the government's needs. The Contractor shall maintain and submit the completed report electronically to the Contracting Officer Representative (COR) weekly.

C-5. QUALITY CONTROL.

- (a) The Contractor shall create and implement for the duration of the contract a Quality Control Plan (QCP) inclusive of all performance requirements; QASP and deliverables detailed within this SOW; and **Section F-4: Deliverables**.
- (b) The Contractor shall execute and document the QCP activities, compliance status and

performance outcomes. The QCP shall include inspection, validation, evaluation, corrective action and procedures necessary to achieve quality control.

(c) The Contractor will implement a corrective action plan in areas found deficient in performance, and ensure that all documentation (e.g. internal audit reports) related to such actions are available to the COR and the CO at any time during the execution and close-out of this contract. The QCP shall include procedures to identify, prevent, and ensure non-recurrence of defective or inadequate services. The accuracy of reports and documentation shall be the responsibility of the Contractor.

(d) All quality control reports submitted by the Contractor shall be subject to Government verification. Satisfactory performance in this area is indicative of the Contractor maintaining an acceptable QCP and will be substantiated based on the performance measures outlined in the QASP.

(d) The draft QCP shall be delivered with the Contractor's proposal. If adjustments are made to the QCP by the Contractor after award, the Contractor shall provide three (3) copies of the updated QCP to the CO and to the COR within thirty (30) calendar days after award. The QCP shall be updated regularly by the Contractor and copies of the updated plan shall be provided to the CO and the COR.

(e) The plan shall be an organized written document used to describe the method(s) for identifying and preventing defects in the quality of service performed by the Contractor before the level of performance becomes unacceptable.

(f) The Contractor shall define and implement monthly quality assurance reviews and internal audit procedures in a QCP.

(g) The Contractor shall execute and document the results of such reviews and audits, implement a corrective action plan on areas found deficient in performance, and ensure that all documentation (e.g. internal audit reports) related to them are available to the COR and the CO at any time during the execution and close-out of this contract.

(h) The plan shall include procedures to identify, prevent, and ensure non-recurrence of defective services. The QCP shall include inspection, validation, evaluation, corrective action and procedures necessary to achieve quality control. The accuracy of reports and documentation shall be the responsibility of the Contractor. All monthly quality control reports submitted by the Contractor shall be subject to Government verification. Satisfactory performance in this area is indicative of the Contractor maintaining an acceptable quality control program and will be substantiated based on the performance measures outlined in the QASP.

(i) At a minimum IHSC requires the following functions to be included in the QCP:

(1) Establishment of a **Contractor Quality Committee** that provides oversight to quality monitoring and improvement activities related to all deliverables under this SOW including QASP.

(2) **A Training, Licensure and Competency Compliance Plan.** The Contractor shall propose and describe in detail a plan to ensure completion of all training, licensure, certification and competency assessment. The plan should outline how the Contractor will conduct on-site, discipline specific training and competency assessment and ensure licensing, and or certifications for all contract personnel are current for each employee, regardless of how many hours they provide to the Contractor at the facility. The Contractor may propose to use a web based solution as part of this plan.

(3) **A Temporary Vacancy/Absence Coverage Plan.** The Contractor shall propose and describe in detail, a plan for coverage of sick, annual, emergency, Family Medical Leave Act (FMLA), Leave of Absence (LOA), Paid Time Off (PTO), Military, and any other occasion that may result in absence from work for a day or longer.

(4) **A Staff Supervision Plan.** The Contractor shall propose and describe in detail a supervision plan with the goal of providing, to the greatest extent possible, direct on-site supervision and direction to their employees. It is expected the ratio of clinical to supervisory work for the Key Personnel will vary depending on the number of contract staff under his or her purview. The proposal should address the following:

- a. On site supervision approaches and off site management strategies.
- b. Frequency and duration of on-site supervision.
- c. Number of Key Personnel dedicated to this activity and their geographic location and or distance from respective supervised site, if any.
- d. Plan for addressing locally, HR issues and actions, annual staff evaluations, staff scheduling and communication in collaboration with the onsite local Government Technical Monitor.

(5) **Site Status Report.** This weekly tool (**J-11: Site Status Report**) will identify staff name by position code and corresponding site. It will also capture the following:

- a. Comprehensive listing of all staff currently on-site and working by site and position code and discipline.
- b. Resignation and or termination dates (including advanced notice of resignations) and e-QIP submission and PSU determination status and start date corresponding with each vacancy, as set forth in the QASP timeline.
- c. Staff pending PSU Determinations
- d. HR actions

(6) **Staff Scheduling Plan.** The Contractor shall propose and describe in detail, the methods, practices and operational assumptions used to schedule their staff at each site, based on

J-1: Site Staffing Matrix and in seamless collaboration with the on-site Government Technical Monitor (GTM).

(7) **Staff Recognition Policy.** The Contractor shall provide their existing or proposed policy for this contract that encompasses employee recognition.

(8) QCP conclusions and actions will be reported to the government on a monthly basis unless otherwise requested.

C-6. CONTRACTOR PERSONNEL: ROLES AND RESPONSIBILITIES.

(a) **Key Personnel.** The Government considers certain Contractor personnel to be critical. There will be two types of Key Personnel: off -site and on-site. All Key Personnel positions must be approved by the government in advance. The Government shall have the right to reject Key Personnel used by Contractor if they fail to meet the position description requirements. The Contractor must submit to the COR the resume of proposed Key Personnel for review and approval or rejection. The resume for all On-Site Key Personnel must meet the position description requirements. Key Personnel positions will serve for the life of the contract, or until replacements that meet the position description requirements are submitted by the Contractor and approved by the CO via the COR as noted above.

(1) **Off-Site Key Personnel.** The positions of Program Manager and Assistant Program Manager are off site Key Personnel. There will be a single Program Manager and Assistant Program Manager for all IHSC sites including Dilley Texas. The Contractor may use other titles, which must be explained in the proposal. The Government shall have the right to reject off-site Key Personnel used by Contractor if they fail to meet the position description requirements. The Contractor may use other titles, which must be explained in the proposal.

Program Manager and Assistant Program Manager. The Contractor shall identify a minimum of two corporate representatives (Program Manager and Assistant Program Manager) that shall be responsible for the performance of all work under this contract. The Program Manager and Assistant Program Manger shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. These individuals are responsible for the overall execution and administration of the programs under this contract. They function as the single point of contact for the Contracting Officer's Representative (COR) and Contracting Officer (CO). The Contractor shall identify those times when the alternate shall be the primary point of contact. The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of supervisory personnel before commencement of services.

(2) **On-Site Key Personnel.** The position of Contract Coordinator is an On-Site Key Personnel position. On- site key personnel perform their duties at their respective locations.

Contractor Coordinators. The Contractor shall identify in its Staff Supervision Plan (see requirement in QCP) the number of on-site supervisors required to meet the supervision plan requirement in accordance with this SOW. The Contract Coordinators will work in seamless coordination with the on-site Government Technical Monitors.

(b) **Changes in Key Personnel.** The Government must approve any change in Key Personnel. The Government shall have the right to reject Key Personnel used by Contractor if they fail to meet the position description requirements. The request for a Key Personnel change should be made in writing to the COR (e-mail is acceptable) with an explanation of the circumstances necessitating the proposed substitution. The qualifications of proposed substitute Key Personnel must meet or exceed the position description requirements. Substitute Key Personnel must be approved by the Government. The CO or COR will confer with the Contractor and either accept or reject the replacement within ten (10) calendar days. The replacement shall be on boarded within thirty (30) calendar days of vacancy. The Contractor must ensure continuity of functions during any change in key personnel.

C-7. OPERATING PARAMETERS. Contractor shall fully comply with the following rules, guides and regulations, as applicable, for the duration of the contract:

- The Immigration and Nationality Act (INA) as amended, 8 U.S.C. 1101 et seq.
- Homeland Security Act of 2002 (HSA), as amended
- National Commission on Correctional Health care (NCCHC) (where applicable)
- Title 8 Code of Federal Regulations (CFR), as amended IHSC Policy
- Procedure and Process Guides Occupational Safety and Health Administration (OSHA)
- ICE and IHSC Codes of Conduct
- State Welfare Codes
- State licensing governance where facility is located
- State Departments of Health or other governing entities as appropriate
- IHSC National Policy Directives
- American Correctional Association (ACA) (where applicable)
- ICE Performance Based National Detention Standards (PBNDS) 2011, 2008 where Applicable
- ICE Family Residential Standards (ICE FRS) - Residential and Family Residential Facilities, where applicable
- Prison Rape Elimination Act (PREA): See H-10

The Government reserves the right to adjust this list at any time based on the mission, changing health care needs, legislation, or other circumstances that dictate changes in practice. The Contractor will have 30 calendar days to comply with changes to the above documents. The Contractor may request a waiver or time extension for any changes. To do so, the Contractor shall submit a waiver request to the Contracting Officer (CO) in writing on a case by case basis. After consultation with IHSC and at the Contracting Officer's discretion, waivers and time extensions will be considered.

Section C-8 – C-13 will ONLY cover South Texas Family Residential Center located in Dilley, TX

C-8. OBJECTIVE. The objective of this contract is to obtain highly qualified clinical and ancillary staffing in support of the U.S. Immigration and Customs Enforcement (ICE) Health Services Corps, specific to the needs of the STFRC population as required in this Statement of Work. IHSC requires the Contractor shall provide full spectrum on-site healthcare support services to ICE residents twenty-four (24) hours daily, seven (7) days per week, three hundred and sixty five (365) calendar days per year. Services shall include clinical, administrative and management components and shall require no additional support by federal staff as noted in **J-1: STFRC Site Staffing Matrix.**

C-9. SCOPE OF SERVICES. IHSC requires on-site staffing support services to provide a continuum of health care services to ICE residents twenty-four (24) hours a day, seven (7) days per week, and three hundred and sixty five (365) days per calendar year. The scope of medical and ancillary staffing are outlined in **J-3: Position Descriptions** and the volume of staff estimated by the government for facility operations can be found in **J-1: STFRC Site Staffing Matrix.** The government reserves the right to add or remove positions from the staffing matrix in accordance with mission needs.

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 other administrative professions. All offsite and emergent care shall be in compliance with the MedPars system outlined in **J-4: Offsite and Emergent Care.**

C-10. OPERATING ENVIRONMENT. The ICE detention system utilizes Family Residential Facilities for family units composed of one or more minor children and their adult mother. In such settings, the custody environment, and expected practices, models the intent of a community residential setting. Specific Family Residential Standards have been established by ICE to define expected outcomes and practices and to which compliance is mandatory.

C-11. IMMUNIZATION PROGRAM. The collaborative effort of the Contractor through training and staffing is essential for IHSC to promote its public health initiative, the National Juvenile Immunization Program. In accordance with OM 15-013, the Government utilizes the recommended guidelines from the American Academy of Pediatrics (AAP) and the Advisory Committee on Immunization Practices (ACIP) to develop an immunization schedule to ensure all pediatric residents are immunized within fourteen days of arrival to the facility. The schedule also takes into account a prioritization of immunizations based on the primary countries of origin and their length of stay. IHSC partners with the Texas Vaccine for Children program to promote and practice the safe handling and administration of vaccines at STFRC. The Contractor staff will be expected to provide the clinical services to meet the OM timeframe and provide appropriate vaccinations in accordance with the CDC catch-up schedule.

C-12. OPERATING PARAMETERS. Contractor shall fully comply with the following rules, guides and regulations, as applicable, for the duration of the contract:

- The Immigration and Nationality Act (INA) as amended, 8 U.S.C. 1101 et seq.

- Homeland Security Act of 2002 (HSA), as amended
- Title 8 Code of Federal Regulations (CFR), as amended
- IHSC Policy Procedure and Process Guides and Operational Memorandum
- Occupational Safety and Health Administration (OSHA)
- ICE Family Residential Standards (ICE FRS)
- ICE and IHSC Codes of Conduct
- Texas State Welfare Codes
- Prison Rape Elimination Act (PREA): See H-10

The Government reserves the right to adjust this list at any time based on the mission, changing health care needs, legislation, or other circumstances that dictate changes in practice. The Contractor will have 30 calendar days to comply with changes to the above documents. The Contractor may request a waiver or time extension for any changes. To do so, the Contractor shall submit a waiver request to the CO in writing on a case by case basis. After consultation with IHSC and at the Contract Officer's discretion, waivers and time extensions will be considered.

C-13. CONTRACTOR PERSONNEL: ROLES AND RESPONSIBILITIES.

(a) **Key Personnel.** The Government considers certain Contractor personnel to be critical. All Key Personnel positions must be approved by the government in advance. The Government shall have the right to reject Key Personnel used by Contractor if they fail to meet the position description requirements. The Contractor must submit to the COR the resume of proposed Key Personnel for review and approval or rejection. The resume for all On-Site Key Personnel must meet the position description requirements. Key Personnel positions will serve for the life of the contract, or until replacements that meet the position description requirements are submitted by the Contractor and approved by the CO via the COR as noted above

(1) **On-Site Key Personnel.** The positions of Clinical Services Manager, Nurse Manager and Contract Coordinator are On-Site Key Personnel. On-site key personnel perform their duties at the Dilley, TX location.

a. Contract Coordinator. The Contract Coordinator will be the on-site supervisor for the contract staff and will be recognized as Key Personnel for the life of the contract. The Contract Coordinators will work in seamless coordination with the on-site Government Technical Monitors.

b. Clinical Services Manager and Nurse Manager. The Clinical Services Manager and Nurse Manager retain full responsibility for clinical oversight and direction for Contractor's clinical staff as well as the medical management and services for each of the residents during the provision of healthcare services at the STFRC in accordance with IHSC policy and procedure.

(b) **Clinical Services Manager and physician providers:** As per the position description, the CSM may be a Pediatrician, Family Practice physician or other board certified physician if approved in advance by the IHSC Medical Director. The Government expects that just over 50% of the STFRC residents will be between the ages of 1-21. **The government therefore requires**

the Contractor to include two full time pediatricians as per the position description in the staffing composition. If the CSM is a Pediatrician, this provider fulfills one of the two full time Board Certified Pediatricians required for the facility.

(c) **Changes in Key Personnel. The Government must approve any change in Key Personnel.** Approval shall not be unreasonably withheld and may be rejected by the Government if Key Personnel fail to meet the position description requirements. The request for a Key Personnel change should be made in writing to the COR (e-mail is acceptable) with an explanation of the circumstances necessitating the proposed substitution. The qualifications of proposed substitute Key Personnel must meet the position description requirement. Substitute Key Personnel must be approved by the Government. The CO or COR will confer with the Contractor and either accept or reject the replacement within ten (10) calendar days. The Contractor shall provide an acceptable interim replacement. The permanent replacement shall be on boarded within thirty (30) calendar days of vacancy.

Sections C-14 – C-34 SHALL pertain to ALL sites INCLUDING South Texas Family Residential Center located in Dilley, TX

C-14. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). The Government shall evaluate the Contractor's performance under this contract in accordance with **J-2:– (QASP)**. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the Contract. The QASP defines the Major Functional Areas to be assessed and corresponding Performance Requirements, Performance Measures, Methods of Surveillance, Acceptable Quality Levels and Deduction/Withholding Criteria. The Contractor shall achieve the quality level in all functions of the QASP. The performance measures outlined in the QASP shall be used to determine the quality level achieved by the Contractor and shall also identify the method of surveillance and deduction/withholding criteria.

The government shall evaluate the contractor's performance under this contract using periodic inspections. All inspections will be recorded by the government. When an inspection indicates defective performance, the COR will notify the Contracting Officer and the Contractor of the inspection.

C-15. STAFFING REQUIREMENTS. The Contractor shall use its professional expertise to meet the government 24/7/365 staffing requirement as defined in **J-3: Position Descriptions**. This shall include, but is not limited to the personnel and functions listed below:

- (a) Additional Electronic Questionnaires for Investigation Processing (e-QIP) submission should be offered by the Contractor in the event that the original candidate is not cleared within the specified timeframe
- (b) Contractor is expected to have capacity to conduct 100% pre-clearance on all candidates prior to e-QIP initiation, they include but are not limited to credit worthiness, criminal background, foreign school education, family living outside USA, tax issues, legal issues, licensing irregularities, sanctions list review;

- (c) Candidates electing to complete the e-QIP may be provided information on the SF-86 in advance of initiating e-QIP to gather the required information.
<http://www.opm.gov/investigations/e-qip-application/completingsf86.pdf>
- (d) Designation of Key Personnel – Program Management Team and Contract Coordinators, as described above;
- (e) Recruitment, selection and placement of qualified (licensed, credentialed, and security cleared) personnel to fulfill staffing requirements as described in **J-3: Position Descriptions** and **J-6:- Credentialing and Privileging Documents**. Site visits by candidates are a prerequisite to onboarding. The government will not accept on site any applicant that has not participated in a site visit as part of the recruitment process unless approved by COR in writing.
- (f) Shift- Call outs, vacancies, and temporary vacancies shall be filled according to plan provided by the Contractor and in accordance with the QASP. The plan will ensure the uninterrupted provision of services at required staffing levels;
- (g) Staff must successfully complete requisite training and competency assessment (initial and annual) without interrupting daily operations;
- (h) Support Operational Health care initiatives in order to meet the ICE/IHSC mission needs;
- (i) Provision of health care personnel that exhibit practical experience with the use of medical service technologies and automation systems especially with electronic health record systems and tele-health systems;
- (j) Provision of personnel who have demonstrated work experience in a diverse multi-cultural and multi-language environment, who can work through translation services, if not fluent in a second language, second language skills should be sought in all candidates as a preference. Must be fluent in the English language, speaking, reading and writing;
- (k) Provision of personnel who are willing and able to work in a detention/residential/family residential setting where the population consists of administrative offenders of immigration law;
- (l) Based on the needs of IHSC, more specialized medical and non-medical personnel may be requested;
- (m) The Government may add or delete positions at any time at its sole discretion. The Contractor will be given thirty (30) calendar days to increase or decrease effort identified in a modification. The Contractor shall provide thirty (30) days' notice to its effected employees due to a contract modification whereby position codes and associated staff are removed.

- (n) The Contractor shall assign a position code with the submission of each e-QIP initiation and upon hiring of staff.
- (o) The Contractor shall conduct an exit interview with each contract employee and provide a reason for either resignation or termination on the Quarterly Report. The Contractor will also document the return of government issued PIV, local identification card and any government furnished equipment (GFE);
- (p) Contract employees are subject to state statutes and laws where the facility is located;
- (q) Pay must be compliant with U.S. Department of Labor standards.

C.16. QUARTERLY REVIEW MEETINGS. At the Government's direction, the Contractor shall coordinate, arrange, and provide a quarterly and/or periodic review meeting at the request of the Government onsite, virtually or a combination of both. The meeting attendance requirement will include all contract Key Personnel (PM, Assistant PM). Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. These meetings may take place virtually or onsite. At these meetings, the COR will notify the Contractor of how the Government views the Contractor's performance and the Contractor will inform the Government of any problems being experienced. Appropriate action shall be taken to resolve outstanding issues. Should additional meetings be required to resolve outstanding issues, these meetings shall be at no additional cost to the Government. The requestor will provide an agenda up to fourteen (14) calendar days prior to the quarterly and/or periodic review meetings that will be approved by the COR. The Contractor shall provide an electronic version of the briefing to the Government one week prior to the program review.

C-17. MINIMUM PERSONNEL QUALIFICATIONS STANDARDS.

- (a) The Contractor shall ensure that each person employed by the Contractor or any sub-Contractor(s) meet the following minimum requirements:
 1. Have a social security card issued and approved by the Social Security Administration;
 2. Be a United States citizen, having legally resided in the U.S. for the last five years (unless abroad on official U.S. government duty);
 3. Possess a high school diploma or equivalent (GED);
 4. Obtain a favorable Suitability for Employment determination;
 5. Receive a preliminary favorable fitness determination, then a complete favorable fitness determination;
 6. Must complete and sign a Form I-9, "Employment Eligibility Verification," and verify through E-Verify before commencing work. The Contractor shall retain the

original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work;

7. Be a minimum of 18 years of age; and
8. Be in good health and capable of performing the work under this contract. Employees shall adhere to IHSC Employee Health requirements outlined in **J-5: Employee Health**. Employees shall perform all duties as indicated in the position description without assistance and shall be able to assist other staff and residents to evacuate him/her from the facility in case of emergency (i.e. fire, riot, natural disaster).
9. No contractor employee will be debarred from government contracts.

(b) Prior to the assignment or reassignment, the Contractor shall certify in writing to the COR that each contract employee is in full compliance with the physical requirements identified within the corresponding position description. The Contractor shall at all times provide the Government Technical Monitor with access to staff personnel files, credential files, and any other items related to deliverables or compliance measures within this contract requirement (see **J-9-Documents Checklist**). Additionally such files will be kept on site for the duration of the contract period.

(c) The Contractor shall be responsible for negligent acts and omissions of its employees and of any sub-Contractor(s) and their employees and indemnify the government in the event of any loss.

C-18. STANDARDS OF CONDUCT FOR CONTRACTOR PERSONNEL.

(a) The Contractor has sole responsibility for supervising and directing their employees and sub-Contractors for the period of this contract. The Contractor shall not have responsibility to oversee or dictate processes or procedures of non-medical facility operations. The Contractor shall notify the government immediately upon acquiring knowledge of any issue that may place detainees or residents at risk. Non emergent issues must be reported in two (2) calendar days. In the event the Government determines the performance of assigned Contractor personnel or any substitute(s) to be unsatisfactory at any time during the life of this contract, the Government reserves the right to officially notify the Contractor of any identified misconduct or performance issue such as failure to demonstrate appropriate skills, and to demand corrective action to include immediate removal from the facility. Government notification will include a written summary of the misconduct or performance issue. Failure to meet licensure, certification, and security suitability requirements are grounds for immediate removal of the contract personnel by the Government from the facility. Any Contractor employee exhibiting disruptive behavior will be removed immediately from the facility and the Contractor will be notified, in writing, by the COR.

(b) The Contractor shall require and provide written documentation verifying employees have read, understand, signed and will comply with a Contractor Standards of Conduct policy that contain the following elements:

1. They shall acknowledge that violation of these standards may result in removal from the government premises. This acknowledgement shall be maintained in the onsite training file by the Contractor;
2. The Contractor is responsible for providing immediate written notification to the on-site Government Technical Monitor (GTM) and COR of any issue concerning the potential violation of their conditions of employment by any of its employees providing services at IHSC facilities;
3. Contractor personnel identified as potential security risks may be immediately removed from the facility at the discretion and direction of on-site security personnel, GTM or COR;
4. The Contractor, its subcontractors and their employees are expected to fully participate in clinical or personal investigations;
5. The Contractor shall immediately report to the GTM and COR any violations or alleged violations of the standards of conduct;
6. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action, up to and including termination of the contract for default;
7. Contractor staff shall be prohibited from providing legal advice to residents and from interfering with residents' immigration status proceedings or the execution of final orders of the Immigration Court. Contact with detainees or residents or any detainee or resident family member outside the facility is strictly prohibited during custody. Furthermore, any employee with a relationship with detainee or detainee's family is required to report such relationship to the employer immediately (within 24 hours) and the Contractor shall report such information to the COR immediately (within 24 hours of report) for awareness and further action as necessary. Once the detainee is released, no official contact is permitted;
8. Contractor's personnel will have no direct or indirect contact with the news media, including free-lance reporters, and will report to the Contractor any contact or attempt of contact within 24 hours of knowledge of any such incident. The Contractor shall notify the COR and the CO of any media contact or attempts to contact. The notification shall identify the methods of contact including voicemails, emails, letters, notes or any other tangible forms, or a detailed description of any face-to-face attempts.

9. Disruptive behavior or threatening to harm another by Contractor employees or subcontractors is grounds for immediate removal from the facility;
10. The Contractor shall immediately remove its employee or subcontractor employee from performing duties under this contract and comply with further guidance from the CO upon learning of adverse or disqualifying information. The Contractor shall not submit and the Government shall not pay for invoiced hours for a Contractor on administrative leave due to any actions potentially in violation of the Standards of Conduct. Disqualifying information may include, but is not limited to:
 - a. Conviction of a crime (felony offenses);
 - b. A record of arrests for traffic offenses (especially DUI); and
 - c. False information entered on suitability forms.
11. At no time will a Contractor's employees nor its subcontractor's employees make statements or represent themselves as government employees to include but not limited to, using social media.

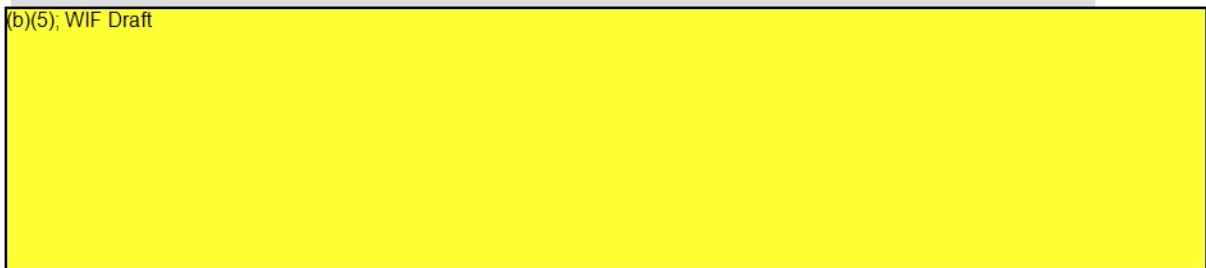
C-19. USE OF SUBCONTRACTORS AND INDEPENDENT CONTRACTORS.

Contractor is permitted to use independent contractors and or subcontractors for services rendered under this contract unless debarred from government contracts. If Contractor deems it necessary to obtain the services of a subcontractor to fulfill its obligations under this SOW, the Contractor will notify the CO in writing of its intent to use subcontractors for particular positions. No approval is necessary for use of a subcontractor that is a subsidiary of the Prime Contractor or if the subcontractor was identified in the Prime Contractor's proposal in response to the RFP. Responsibility remains with the Prime Contractor for all subcontractor and independent Contractors. Any subcontractor utilized by the Prime Contractor will be held to the same standards as those required of the Prime Contractor. All staff working under this contract shall identify themselves as employees of the Contractor. The Prime Contractor will remain the sole point of contact for the government in all matters related to the delivery of services under this contract without exception. Any and all documentation, memos etc. submitted to the government will be identified as the product of the Prime Contractor.

C-20. SECURITY REQUIREMENTS.

GENERAL

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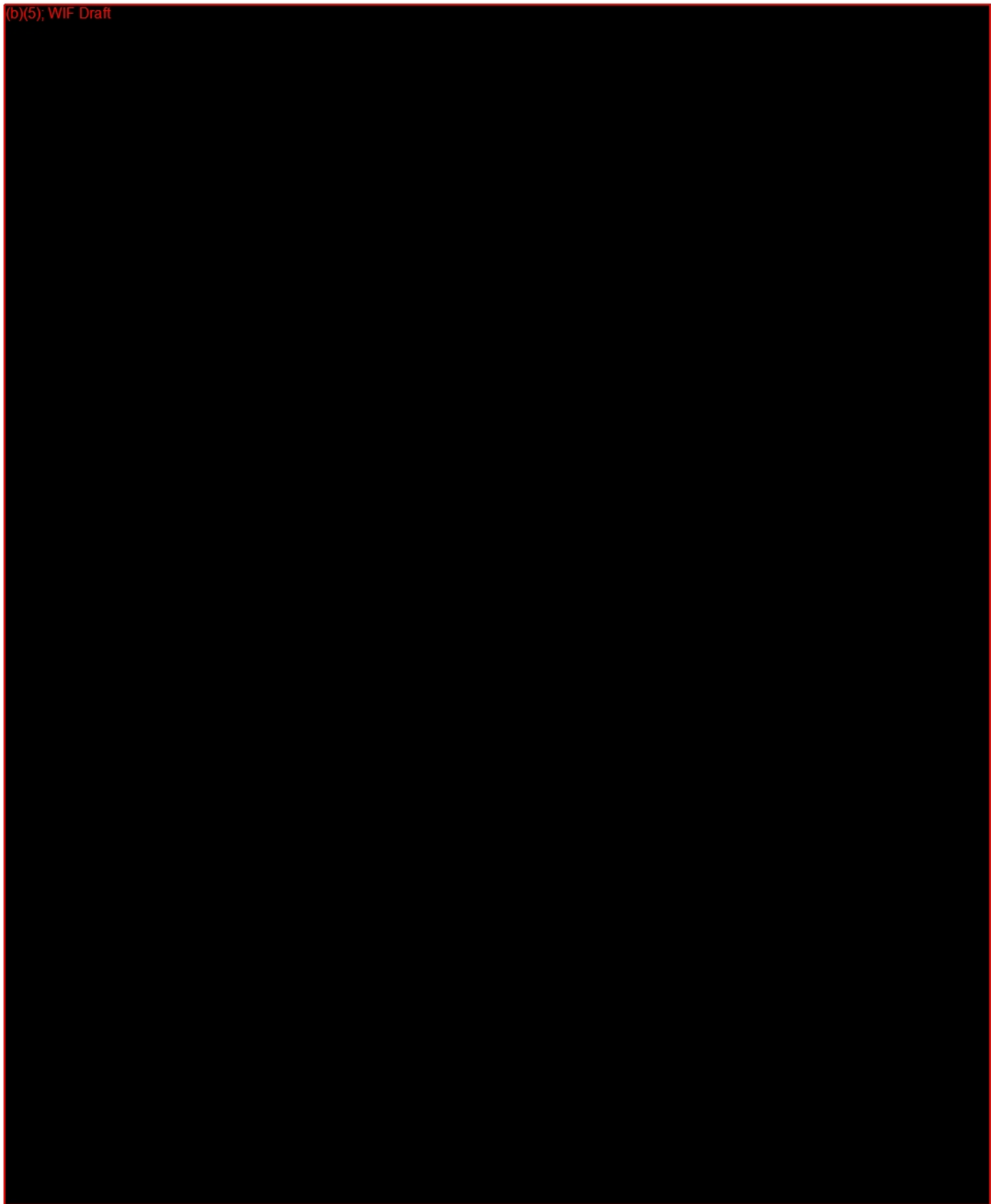
government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

C-20.2 BACKGROUND INVESTIGATIONS

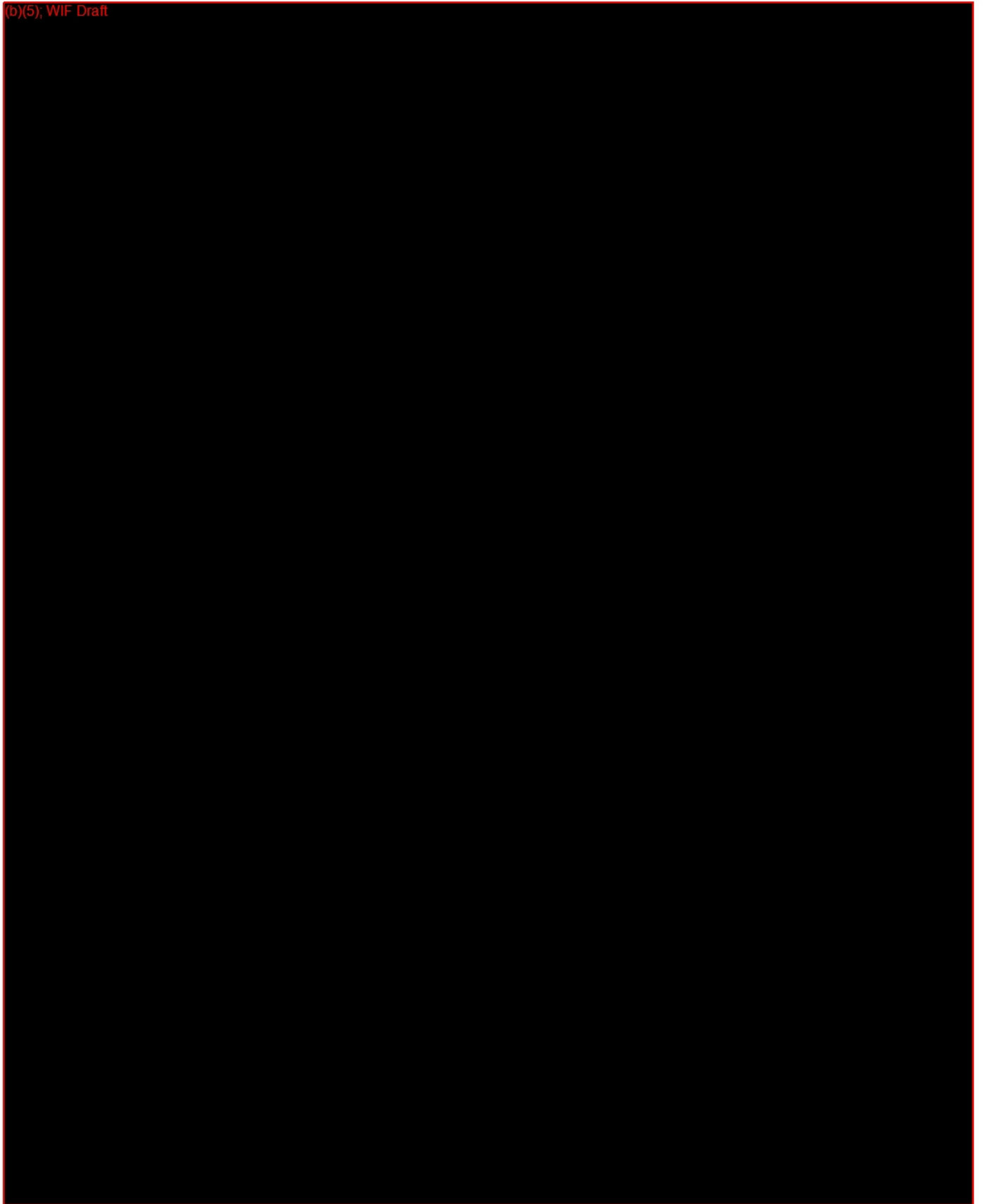
Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees, whether a replacement, addition, subcontractor employee, or vendor employee, shall submit the following security vetting documentation to OPR-PSU, in coordination with the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by applicant in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by applicant in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. March 2013) Fingerprint Cards. **Two Original Cards sent via COR to OPR-PSU**

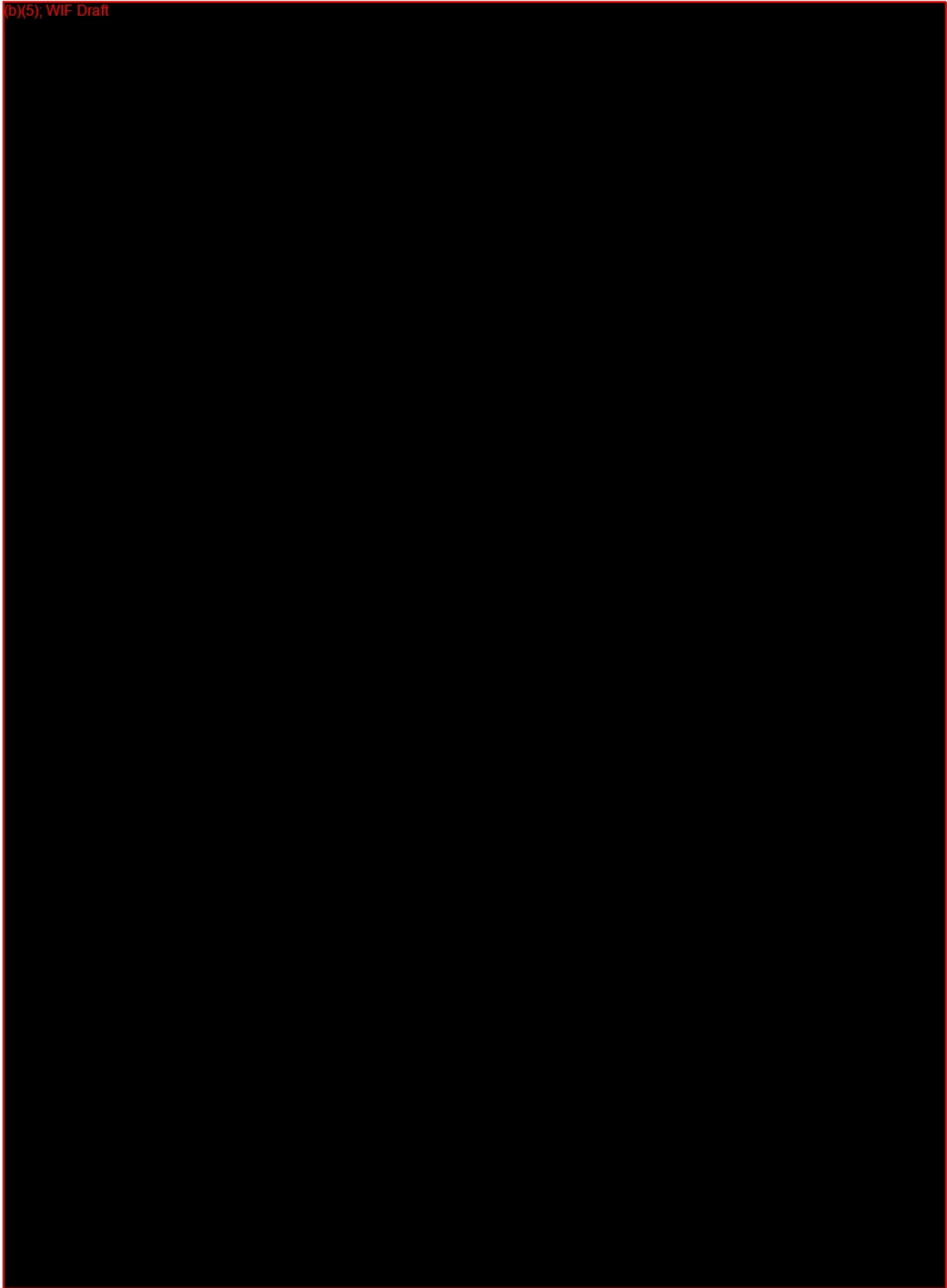
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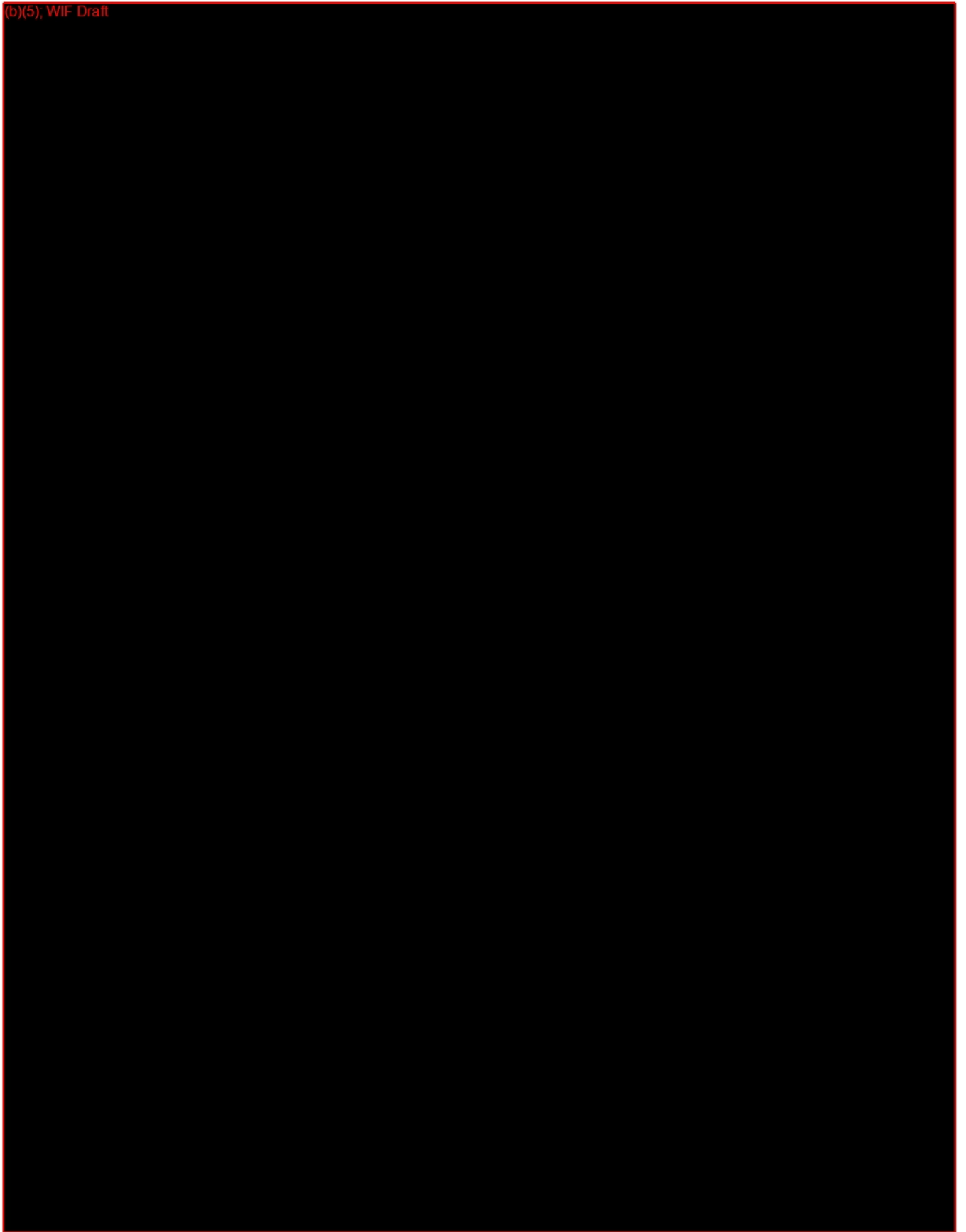
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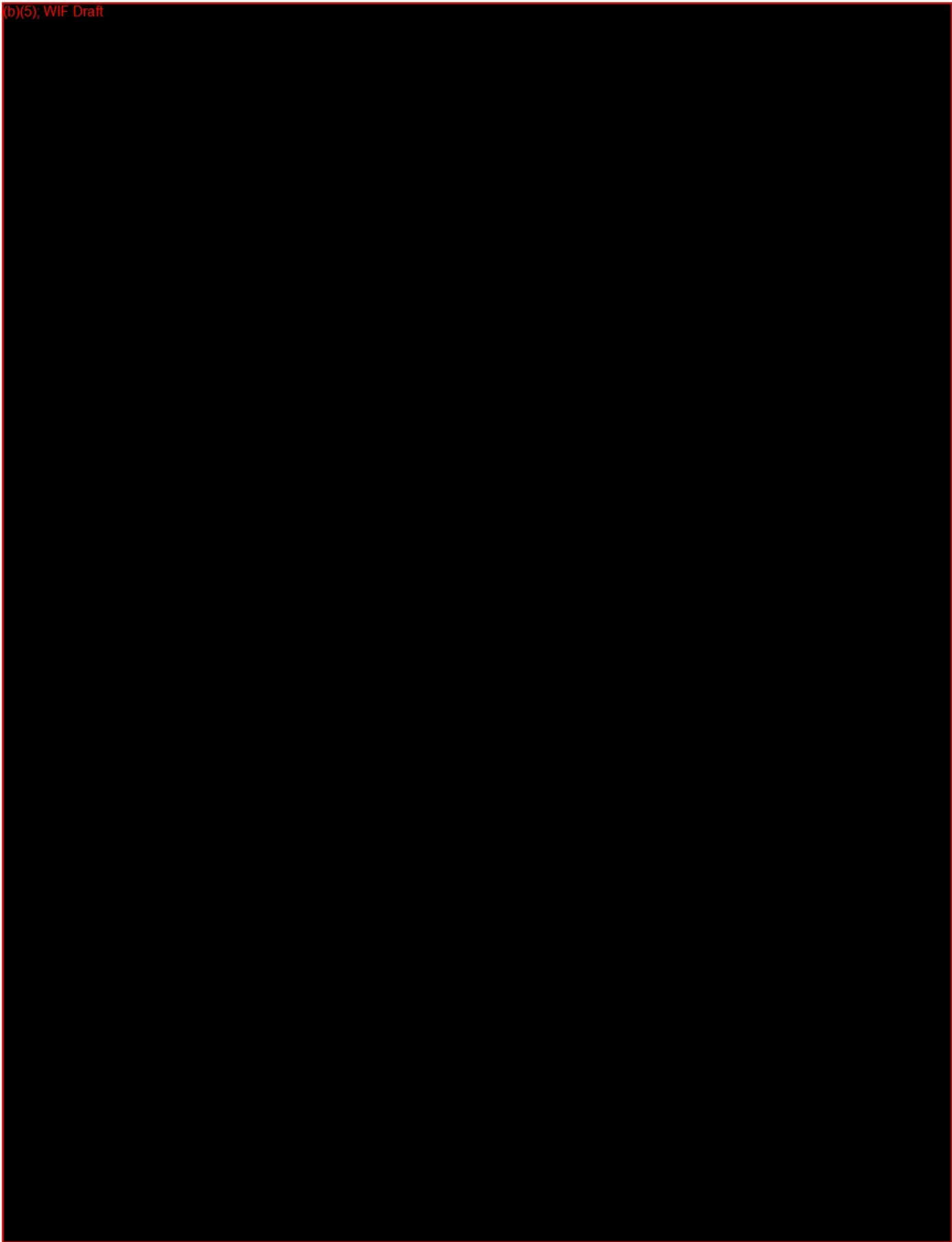


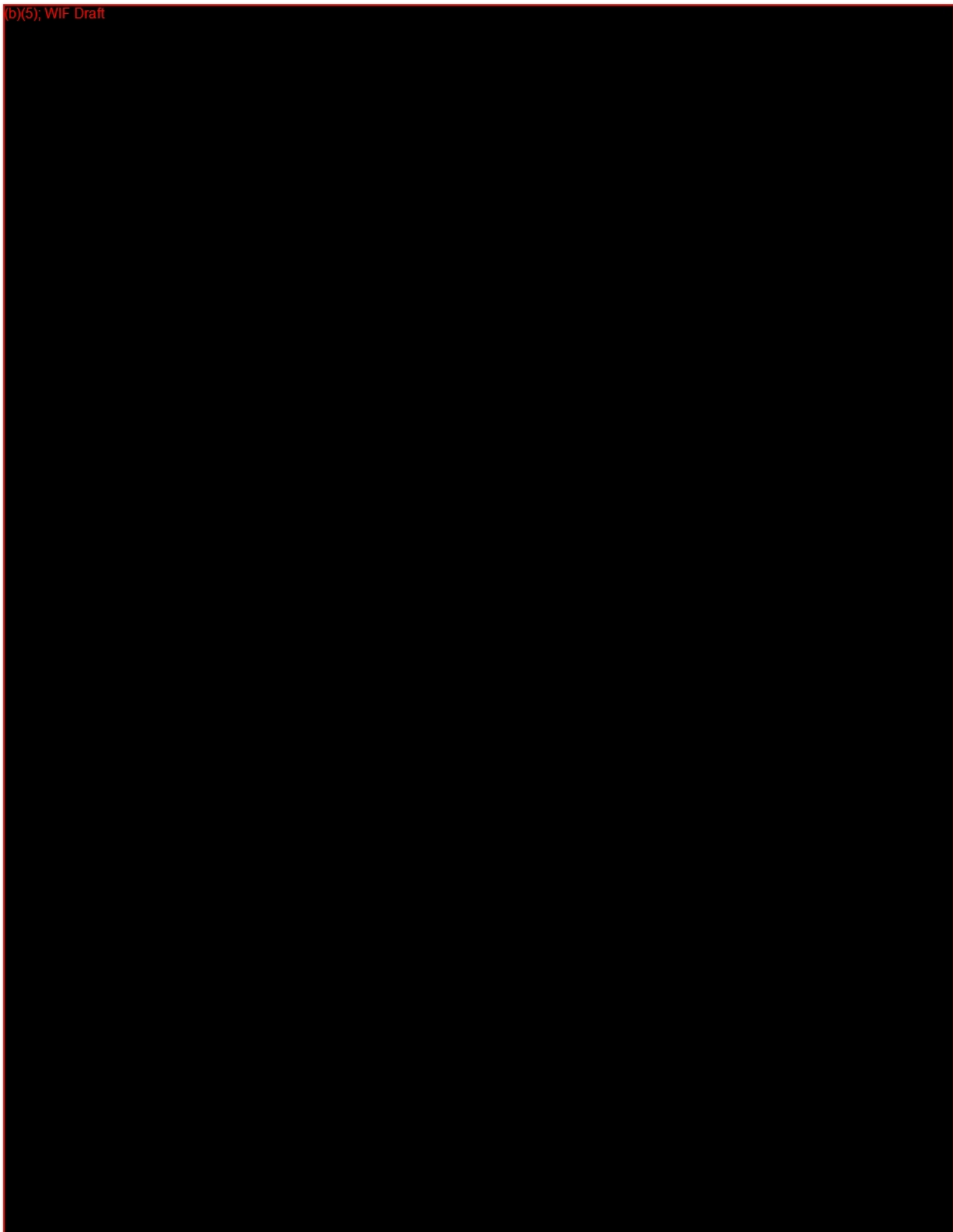
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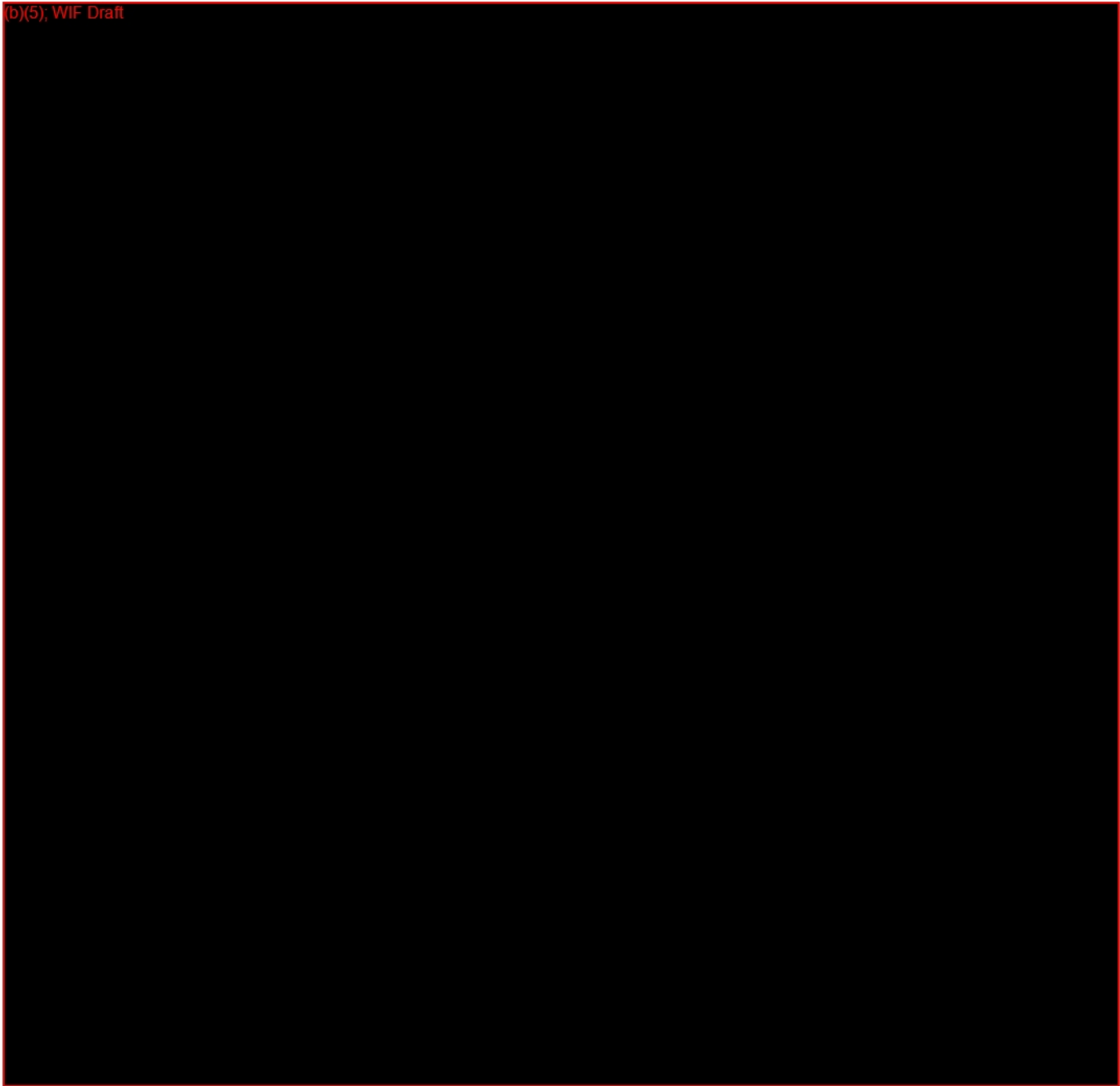






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Immigration and Naturalization Service Operations (INS). These entities are hereafter referred



C-21. EMPLOYMENT SCREENING REQUIREMENTS.

(a) The Contractor shall certify in writing to the Contracting Officer prior to commencement of work, that each employee performing under this Agreement who has access to ICE detainees, has successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks, and a citizenship check. Screening criteria that will exclude applicants from consideration to perform under this agreement include:

1. Felony convictions (including felony drug convictions);
2. Conviction of a sex crime;

3. Offenses involving a child victim;
4. Pattern of arrests, with or without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission; and
5. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

(b) Subject to existing law, regulations and/or other provisions of this Contract, illegal or undocumented aliens shall not be employed by the Contractor.

(c) **US citizenship is a requirement for all employees working on this Contract except when special flights prohibit use of US citizens.** The Contractor shall certify in writing to the Contracting Officer that each employee prior to commencement of work on this Contract has a Social Security Card issued and approved by the Social Security Administration.

(d) The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this Contract.

(e) The Contractor will submit to the ICE Personnel Security Unit (PSU) a completed Building Access Request Form (Attachment A) for each employee who has access to ICE detainees while performing under this Agreement. This form will be submitted as soon as possible after contract award to permit completion of access screening by PSU prior to commencement of work by a contract employee. ICE reserves the right to deny and/or restrict access of any contract employee whose history includes screening criteria listed above, actions in conflict with the standards of conduct 5 CFR 2635 and 5 CFR 3801, or whom ICE determines has a pattern of arrests with or without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.

C-22. PROTECTION OF SENSITIVE INFORMATION.

(a) The Contractor shall protect all DHS/ICE "sensitive information" to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of this contract and the DHS/ICE security policies specified in the Reference Section above.

(b) Personnel Security

1. DHS/ICE does not permit the use of non-U.S. Citizens in the performance of this contract or to access DHS/ICE systems or information;
2. All Contractor personnel (including sub-contractor personnel) must have favorably adjudicated background investigations commensurate with the sensitivity level of the position held before being granted access to DHS/ICE sensitive information;
3. The Contractor shall ensure all Contractor personnel are properly submitted for

appropriate clearances;

4. The Contractor shall ensure appropriate controls have been implemented to prevent Contractor personnel from obtaining access to DHS/ICE sensitive information before a favorably adjudicated background investigation has been completed and appropriate clearances have been issued;
5. The Contractor shall ensure that its personnel comply with applicable Rules of Behavior for all DHS/ICE systems to which its personnel have been granted access privileges;
6. The Contractor shall implement procedures to ensure that system access privileges are revoked for Contractor personnel whose employment is terminated or who are reassigned to other duties and no longer require access to DHS/ICE sensitive information; and
7. The Contractor shall conduct exit interviews to ensure that Contractor personnel who no longer require access to DHS/ICE sensitive information understands their obligation not to discuss or disclose DHS/ICE sensitive information to which they were granted access under this contract.

C-23. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS.

(a) **GENERAL.** The Department of Homeland Security (DHS) has determined that performance of the tasks as described in the Statement of Work requires that the Contractor, subcontractor(s), Contractor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will 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 Contractor 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 contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU

C-24. CONTRACTOR IDENTIFICATION.

(a) All contract employees shall carry approved identification or badging at all times while performing under this contract. Proper ID validation must comply with local governing authority. DHS issued identification badges shall identify the employee as a contract employee.

(b) To ensure the security of the DHS/ICE information in their charge, ICE Contractors and sub-Contractor must comply with 48 CFR 3052.204-70 Security Requirements for Unclassified Information Technology Recourses and adhere to the same computer security rules and regulations as Government employees unless an exception to policy is agreed to by the prime Contractor, ICE's Information Systems Security Manager (ISSM) and CO and detailed in the contract. Non-DHS federal employees or Contractors who fail to comply with DHS/ICE security policies are subject to having their access to DHS/ICE IT systems and facilities terminated, whether or not the failure results in criminal prosecution. The DHS Standards of Conduct document applies to DHS/ICE support Contractors and Sub-Contractors. Contractor employees will adhere to the exiting employee check list and documentation which requires all employees to return all government issued equipment and government identification immediately upon exiting

(c) All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their status as an employee of the Contractor, and not the Government, is not obvious to third parties, are required to identify themselves as employees of the Contractor. This includes email signature blocks and voicemail, and must avoid creating an impression in the minds of members of the public or Congress that they are Government employees. They must also ensure that all documents or reports produced by Contractor are suitably marked as Contractor products, or that Contractor participation is appropriately disclosed.

(d) The Government shall issue a personal identification badge (PIV) that will state "Contractor" upon it. It is used to access the site, general work area, and all IT systems at the designated government site. Contract personnel (service providers) who furnish services under this contract shall not be considered employees of the Government for any purposes and shall not receive any protections or considerations as federal employees.

C-25. OVERTIME.

(a) Payment of overtime rates under the terms of the contract will be allowed under the following conditions:

1. If the overtime is due to the absence or vacancy of a federal employee, and the Contractor's employee utilized to fill the position has worked or will work over forty (40) hours that week; or
2. If the Government's critical mission requirements result in the Contractor's employees' working over forty (40) hours that week.

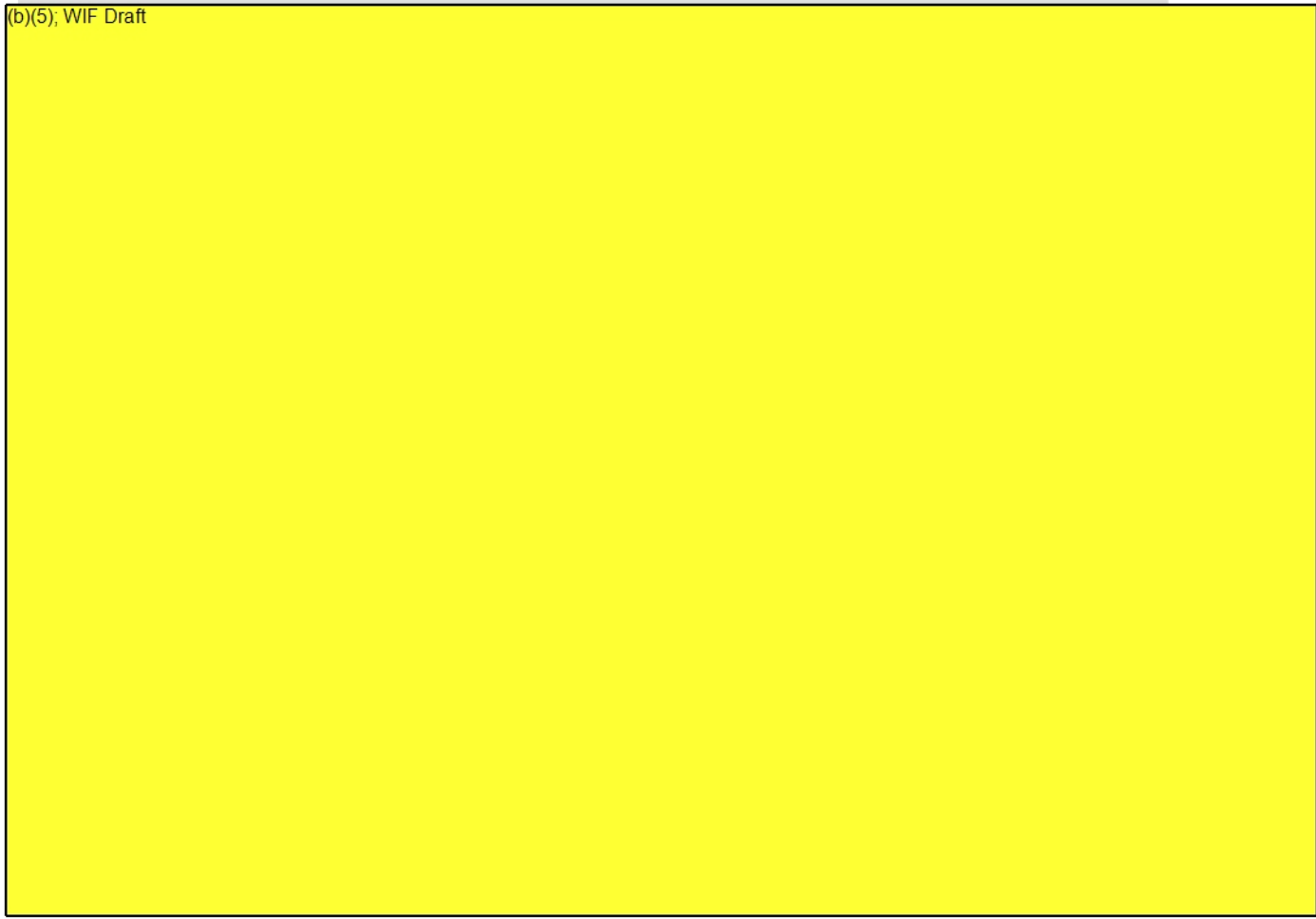
(b) All authorized overtime, as identified above, must be approved by the Regional Health Service Administrator in advance.

(c) If the Contractor's employee works over forty (40) hours a week for any other reason, other than at the Government's request, the Government will be responsible for payment of the standard rate while the Contractor will be responsible for any overtime premiums owed to its employee.

(d) In computing overtime rates payable under the terms of this contract, the Contractor shall use the employee's hourly basic rate of pay multiplied by 1.5. The basic rate of pay includes employee contributions to fringe benefits, but excludes the Contractor's contributions, costs, or payment of cash equivalents for fringe benefits. Therefore, when calculating overtime rates, do not calculate overtime on overhead, G&A, Profit, etc. Overtime is calculated on the base rate only.

C-26. TIME CLOCK.

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C-27. EMERGENCIES. Contractor personnel may be involved in emergency situations, such as a mass migration event or evacuations due to natural and man-made disasters. In emergency situations the Contractor will continue to provide services to detainees/residents but also provide services to ICE and facility employees. During an emergency, the Contractor will be required to provide the same scope of services and staffing personnel allotments as during normal operations unless the facility is uninhabitable or condemned. Contractor personnel are required to participate in all emergency drills as per facility regulations. With the occurrence of an emergency situation potentially impacting the ability to perform to the specifications of the contract, the CO shall have the sole discretion to modify performance measures for that time.

C-28. TRAVEL.

(a) In response to critical staffing needs, the Government may request that the Contractor provide personnel to temporarily fill contract positions or provide mission support away from their assigned duty station. In doing so, reimbursement to the Contractor must be in compliance with the Federal Travel Regulations. Prior written approval by the Government for all temporary duty (TDY) travel is required.

(b) The Contractor shall accomplish all travel required by the IHSC Contracting Officer's Representative (COR) in accordance with Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, and the substantive provisions of the Federal Travel Regulation (FTR), as applicable, and consistent with the not-to-exceed (NTE) amount specified for the travel contract line item (CLIN). The FTR may be located and downloaded from www.gpoaccess.gov/cfr or www.gsa.gov/federaltravelregulation.

(c) Contractor shall provide requests for written authorization to the Government at least fourteen calendar (14) days prior to commencement of the travel. Authorization shall only be provided by the COR or the Contracting Officer. All requests for travel authorization shall include:

- (1) The name of the traveler
- (2) Destination (s) including itinerary
- (3) Purpose of the travel
- (4) Estimated Cost breakdown

(c) While on TDY status, local travel costs authorized may include reasonable charges for public transportation such as bus or cab fare or mileage and parking fees. Reimbursement for local travel is limited to transportation costs to reach the assigned destination from temporary lodgings or from the residence of the Contractor's employees and back.

Travel invoices shall be submitted no later than thirty (30) days from the last day of the travel period. All receipts as required under the FTR shall accompany invoices. Unsubstantiated travel costs will be rejected.

C-29. GOVERNMENT FURNISHED EQUIPMENT.

(a) The Government shall furnish all office space, equipment, including both computer hardware and software, necessary for the Contractor to perform the assigned work on-site, unless otherwise specified, to fully satisfy all operational requirements of this contract. The Government shall provide all appropriate supplies necessary for the provision of services by the Contractor. Contractor staff shall work in administrative or medical offices in government or other designated facilities. If the Contractor determines that additional equipment and supplies will be required, the Contractor may submit a written order request to the COR.

(b) All GFE and supplies will be treated appropriately by the Contractor and their employees and be reasonably consumed or maintained according to acceptable schedules. The Contractor shall be sensitive to issues of fraud, waste and abuse and be accountable for all expenditures above the norm that are attributable to negligence.

(c) All government and/or facility provided equipment and supplies shall remain the property of the government or the facility.

C-30. GOVERNMENT FURNISHED INFORMATION. The Contractor will be responsible for ensuring each of its employees and subcontractor employees completes all new employee orientation requirements. The Government will provide information concerning ICE-specific training annually or as required.

C-31. CONTRACT CHANGE-OVER. In the event that the Contractor is not awarded a follow-on contract the Contractor agrees to cooperate with the incoming Contractor to minimize the disruption of services during the change-over of operations. The Contractor, the incoming Contractor, and the COR shall plan contract change-over procedures within ten (10) days of follow-on contract award, to consider, at a minimum, the following: the time to effect, the tasks to be performed, and the information and or data to be exchanged. In the event the Contractor, the incoming Contractor, and the COR cannot agree on change-over procedures, all parties shall comply with the terms and procedures as established by the Contracting Officer.

C-32. TRANSITION PLAN.

(a) The Contractor shall submit a Transition Plan that describes the Transition In and the Transition Out process, details, and schedule for providing an orderly transition during the Contract's Transition Term. The objectives of the Transition Plan are: to minimize the impacts on continuity of operations; maintain communication with staff and affected government stakeholders; identify key issues; and overcome barriers to transition. The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, negotiated, and completed during the Transition Term. The Contractor will submit as part of their proposal a Transition Plan that accomplishes operational independence no later than sixty (60) calendar days from the contract award date.

(b) **Transition Management Team:** The Contractor shall establish a transition management team capable of providing overall management and logistical support of all transition activities. The Contractor shall develop a resource-loaded project management schedule. Milestones and

measurable commitments will be included in the schedule. The Contractor will regularly report status to the COR at periodic meetings and through regular written reports during the transition period. The activities performed during the Transition Term shall begin on the effective date of the Contract.

(c) **Transition Period:** The Contractor will provide a seamless transition from the previous Contractor. New Contractor will have no more than 60 calendar days from contract award date to become fully compliant with all aspects of this contract to include the Statement of Work, Quality Assurance Plan and all deliverables. 100% of the staff listed in **J-1: Site Staffing Matrix**, will complete all prerequisites for employment including fitness determination, credentialing and privileging (as applicable), and be able to invoice the government for professional services for hours worked in the filled positions.

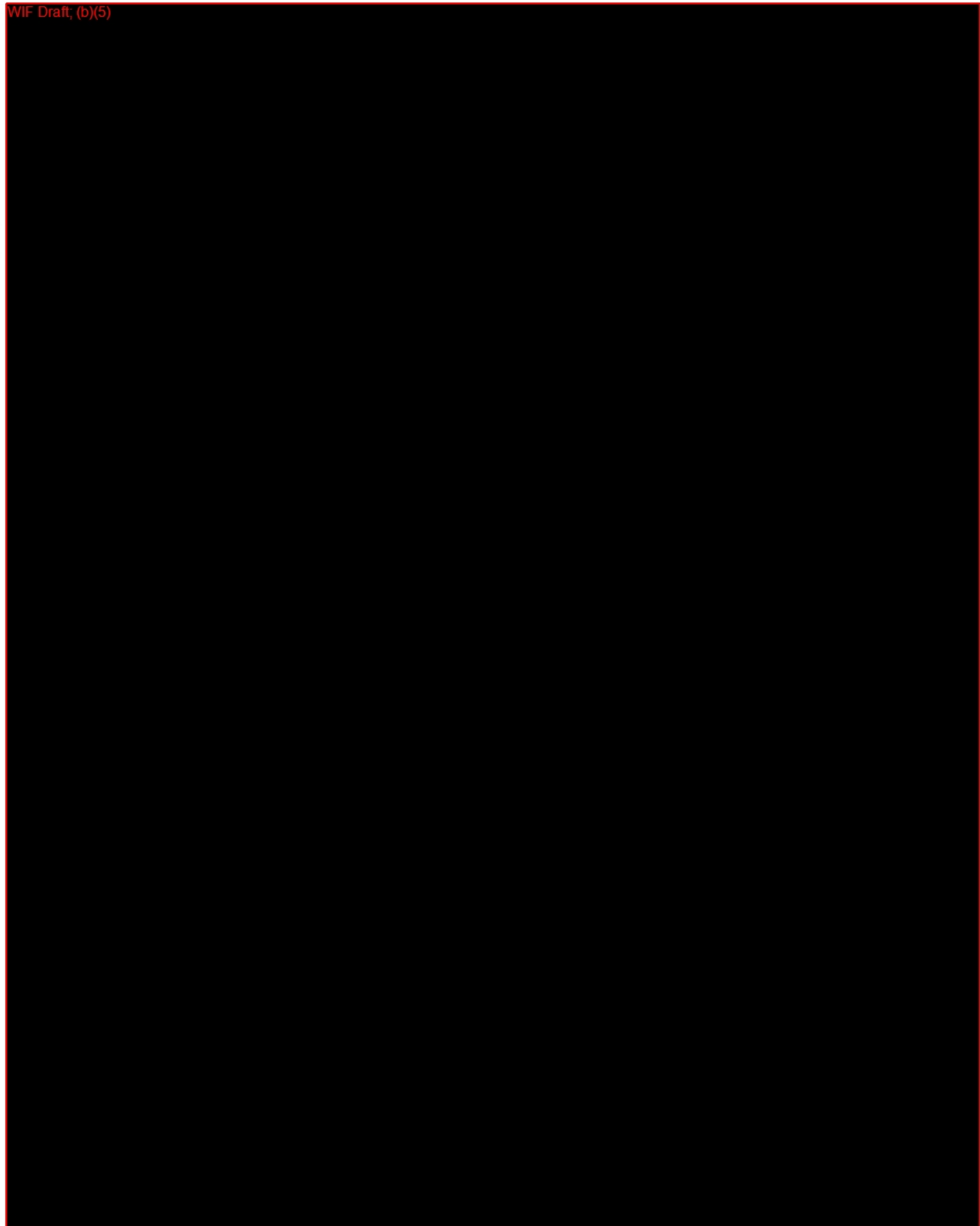
(d) The Transition Plan shall illustrate how the Contractor will provide a seamless transition between the Contractor and the predecessor Contractor to ensure minimal disruption to vital Contractor services and Government activities. The Transition Plan shall address, at a minimum, the following areas:

1. Recruitment, adequate and available staff;
2. Training of new and incumbent employees;
3. Licenses and Permits obtained prior to performance;
4. Insurance obtained prior to performance and in compliance with clause H-5; and
5. Background Investigations; all employees are cleared in accordance with Section C-8.

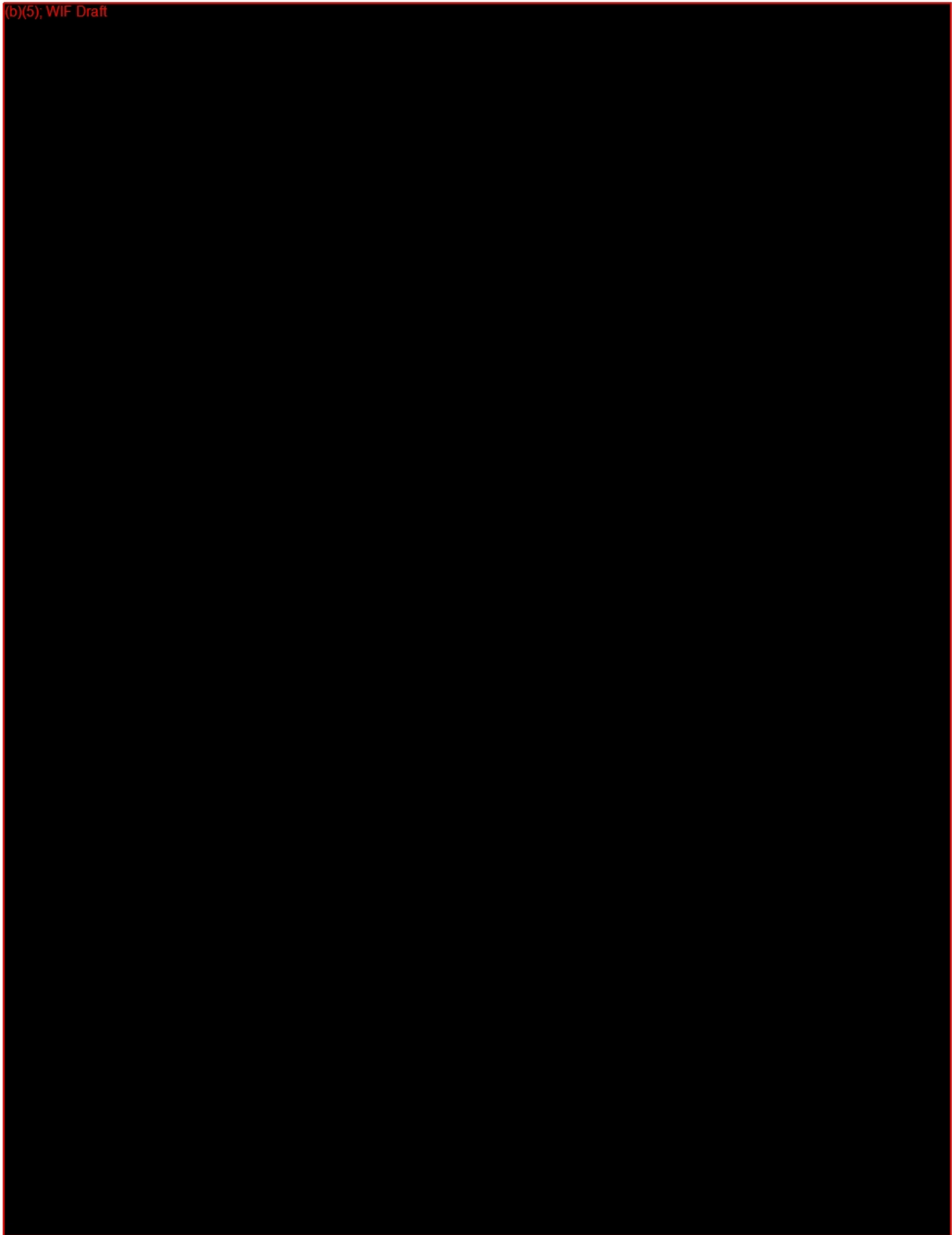
C-33. IHSC INVOICING. (b)(5); WIF Draft

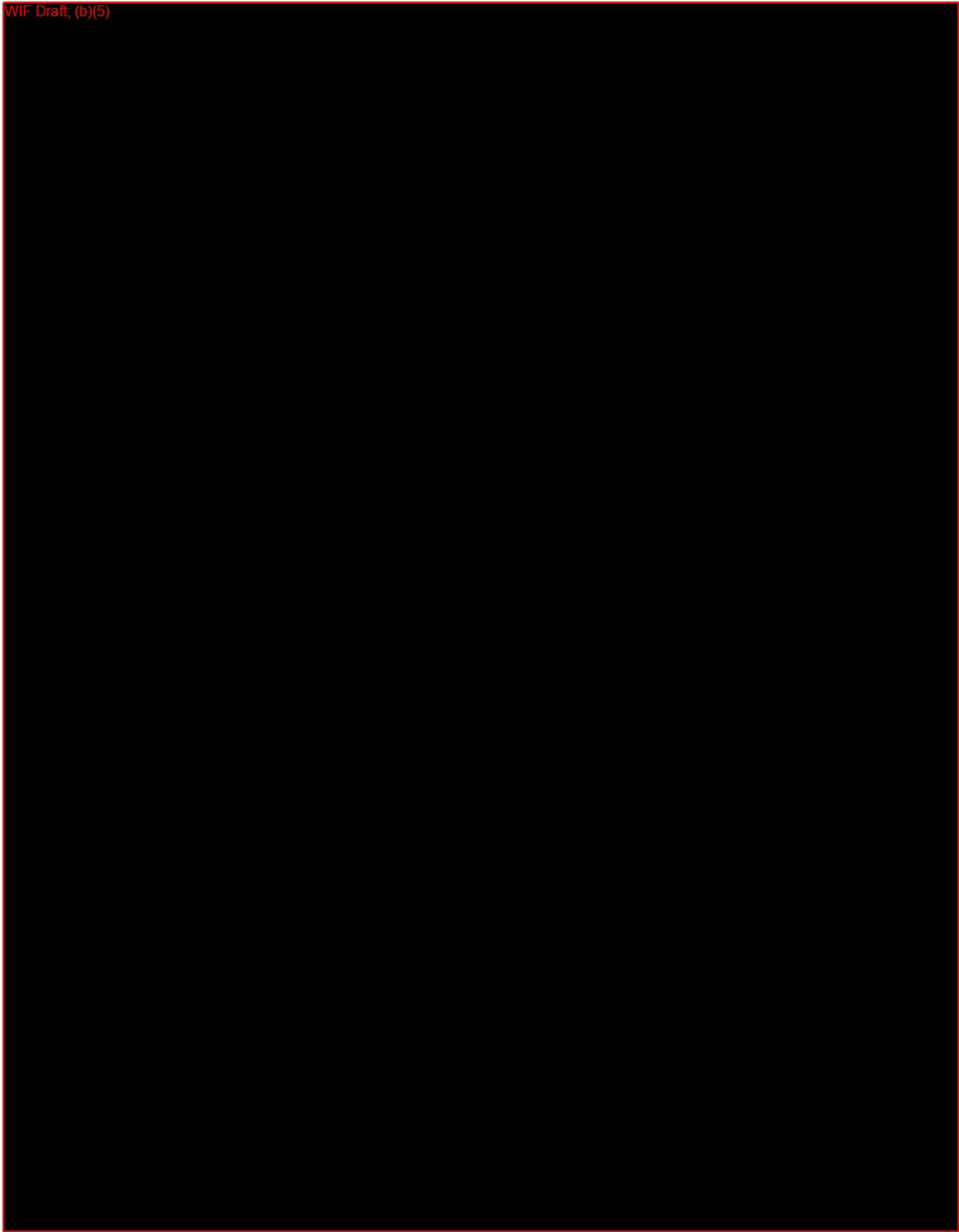
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C-34. GLOSSARY.

FOR ICE Health Service Corps (IHSC) DIRECTIVES AND GUIDES

Acute – Acute refers to a health effect, usually of rapid onset, brief, not prolonged. (IHSC Operational Definition)

Acute Care – Acute care generally is provided for a short duration to treat a serious injury or episode of illness or following surgery. The care may be provided in an inpatient setting such as a hospital or on an outpatient basis such as in an urgent care center. (American Health Lawyers Association)

Administrative Health Authority – The administrative health authority is responsible for all access to care, personnel, equipment and fiscal resources to support the delivery of health care services.

Administrative Support Staff – For IHSC purposes, this includes Medical Record Technicians (MRTs), Administrative Assistants, Special Assistants and Executive Assistants in IHSC-staffed clinics or at HQ. (IHSC Operational Definition)

Admission/Admissions Process – Admissions is the in-processing of newly arrived residents, which includes an orientation to the policies, programs, rules and procedures of the facility. Assignment of living quarters, various inspections, medical intake screening (includes dental and behavioral health) and safeguarding of funds, valuables and other personal property is completed during this process. (PBNDS 2011 Glossary)

Advance Directive – Advance Directives include documents which address living wills, medical power of attorney, durable power of attorney for healthcare, and healthcare proxy. Advance directives are state-specific. (IHSC Operational Definition)

Adverse Events – An adverse event is an occurrence or condition associated with the provision of health care or services that caused harm to the patient. An adverse event may be due to acts of commission or omission. (from DHS Directive #248-01-001, *Medical Quality Management*)

Alien – An alien is a person not a citizen or national of the United States. (Immigration and Nationality Act (INA) § 101(a) (3))

Alien File (A-File) – For purposes of ICE Health Service Corps (IHSC), an A-file is the legal file maintained by DHS for each resident. Contents may include but are not limited to 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 resident’s immigration case. (PBNDS 2011 Glossary)

Allied Health Professional – An allied health professional is trained to perform services in the care of patients other than a physician or registered nurse; includes a variety of therapy technicians (respiratory), radiologic technologists, and physical therapists, among many other practitioners. (IHSC Operational Definition)

American Correctional Association (ACA) – The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field. www.aca.org Family Residential Facilities will not be required to undergo ACA accreditation.

Ancillary Clinical Staff – Ancillary clinical staff for IHSC includes dental assistants, pharmacy technicians/assistants licensed vocational nurses (LVNs), licensed practical nurses (LPNs), certified nursing assistants (CNAs), emergency medical technicians (EMTs), laboratory technologists, and radiology technologists. (IHSC Operational Definition)

Assessment – An assessment is the systematic collection and review of patient specific data. (IHSC Operational Definition)

Assistant Director (IHSC) – The Assistant Director of IHSC is leader of the ICE Health Service Corps and final medical authority for ICE on resident health care issues. (IHSC Operational Definition)

Associate Medical Director – The Associate Medical Director provides oversight of dental and pharmacy operations, as well as the management of the Chief Nurse, Chief Mid-Level Provider, and the Regional Clinical Directors. He or she leads the group responsible for reviewing and validating clinical practice guidelines and health care policy and procedures. (IHSC Operational Definition)

Backfill: Replacement of an employee by an employee of the same discipline when there is a call out.

Behavioral Health Providers – Behavioral health providers are psychiatrists, clinical psychologists, independently licensed social workers, psychiatric nurse practitioners or any other behavioral health professional who, by virtue of their license, education, credentials, and experience, are permitted by law to evaluate and care for the mental health needs of patients.

Behavioral Health Unit – The Behavioral Health Unit is a unit under the Deputy Assistant Director of Clinical Service within IHSC. The Unit provides behavioral health services with a focus on meeting the best practice mental health standards to residents in IHSC custody. The Behavioral Health Unit provides consultation on behavioral health issues, coordinates Post Order Custody Review (POCR) evaluations and any other services requested by ICE. (IHSC Operational Definition)

Chief Dentist – The Chief Dentist is responsible for overseeing all IHSC dentists in order to maintain and stabilize the detained populations’ oral health. The IHSC dental team strives to elevate the oral health status of residents by providing diagnosis and treatment, administering education and prevention programs and through consultation services when necessary. (IHSC Operational Definition)

Chief Mid-Level Provider (MLP) – The Chief Mid-Level Provider of IHSC is responsible for providing leadership, mentorship and supervisory oversight of IHSC MLP practices. (IHSC Operational Definition)

Chief Nurse – The IHSC Chief Nurse is located at IHSC Headquarters and serves as the senior nursing professional for IHSC. He or she is responsible for the oversight of the nursing program throughout the nation at all IHSC-staffed facilities. The Chief Nurse provides nursing consultation, reporting and coordination services. Additionally he or she reviews and revises all policies related to nursing care. The Chief Nurse is responsible for all nursing issues to include, but not limited to, nursing scope of practice, competencies for Licenses Vocational Nurses/ Licensed Practice Nurses and Registered Nurses (RN), Medical Assistants and Certified Nurses Aids. The Chief Nurse is also responsible for the RN Guidelines/Physician Protocols. He or she also researches medical issues related to nursing and patient care. (IHSC Operational Definition)

Chief Pharmacist – The IHSC Chief Pharmacist serves as the senior pharmacy professional for IHSC. He or she is responsible for the oversight of the pharmacy program throughout the nation at all IHSC staffed facilities. The Chief Pharmacist provides pharmacy consultation, reporting and coordination services. Additionally he or she reviews and revises all national policies and procedures related to pharmacy operations. The Chief Pharmacist is responsible for all pharmacy issues to include, but not limited to, formulary development and maintenance, pharmacist practitioner scope of practice, competencies for pharmacy staff, and pharmacy supply contracts. The Chief Pharmacist also reviews the RN Guidelines to provide insight on medication regimen options. (IHSC Operational Definition)

Chief of Staff (COS) – The Chief of Staff represents the IHSC Assistant Director (AD) and serves as a close advisor on major issues and challenges affecting IHSC. Integrates and synchronizes all aspects of mission support and mission operations and the formulation and publication of all governing documents. The Chief of Staff, who supervises the efforts of the Resource Management and Recruitment and Retention Units, has a direct role in sustaining the IHSC healthcare system. These two units are responsible for identifying and developing human and fiscal resource requirements and employing methods to acquire those resources and allocate them consistent with agency goals, mission priorities and all applicable standards and criteria. Through the Tasking Manager (Special Assistant), the Chief of Staff maintains visibility of all tasks coming in to the IHSC and ensuring responses are timely and accurate. (IHSC Operational Definition)

Chronic Disease – A chronic disease is an illness or condition that affects an individual’s well-being for an extended interval, usually at least six months, and generally is not curable but can be managed to provide optimum functioning within any limitations the condition imposes on the individual. (PBNDS 2011 Glossary)

Chronic Care Clinic (Chronic Disease Program) – Incorporates a treatment plan and regular clinic visits. The clinician monitors the patient’s progress during clinic visits and, when necessary changes the treatment. The program also includes patient education for symptom management. (PBNDS 2011 Glossary)

Chronic Condition – A chronic condition is a condition persisting three months or longer. (U.S. National Center for Health Statistics)

Clinic – The clinic is the physical area in the facility and organizational unit set-aside for routine health care and sick call. The clinic is the designated part of the facility for the delivery of care to residents on an ambulatory or observation basis. (IHSC Operational Definition)

Clinical Competency Review – A clinical competency review is an active and organized process used by the Department of Homeland Security (DHS) Components to evaluate and improve care and services provided by health care personnel. Criteria are clinical in nature and defined by nationally recognized standards of practice and care. (IHSC Operational Definition)

Clinical Director (CD) or Clinical Services Manager (CSM) – The CD/CSM is a physician and is the clinical medical authority at a specific facility. Duties include clinically supervising the Staff Physician (if applicable) and mid-level providers, evaluating patient care through an ongoing quality assurance program, providing training and mentoring to health care staff, and evaluating and treating medically complex patients. The CD/CSM is board certified or will become board certified (within 18 months of hire) in family medicine, internal medicine, or related primary care specialty to maintain employment. (IHSC Operational Definition)

Clinical Encounters – Clinical encounters are interactions between patients and health care professionals that involve a treatment and/or an exchange of confidential information. (National Commission on Correctional Health Care [NCCHC])

Clinical Medical Authority (CMA) – The Clinical Medical Authority is responsible for the delivery of all health care services to the resident population at each specific facility. These services include, but are not limited to, medical, nursing, dental, and behavioral health.

Clinical Practice Guidelines (CPGs) – CPGs are statements that include recommendations intended to optimize patient care. They are informed by a systematic review of evidence and an assessment of the benefits and harms of alternative care options. ([Institute of Medicine Report 2011](#))

Clinicians – Clinicians are individuals qualified to *assess, evaluate, and treat* patients according to the dictates of their professional practice act. These may include physicians, nurses, physician assistants, nurse practitioners, dentists, dental hygienists, psychologists, psychiatrists, clinical pharmacists, and social workers. (IHSC Operational Definition)

Competency (ies) – A competency is a measurable pattern of knowledge, skills, abilities, behaviors, and other characteristics that an individual needs to perform work roles or occupational functions successfully. Competencies specify the "how" of performing job tasks, or what the person needs to do the job successfully (Shipman et al., 2000). Competencies represent a whole-person approach to assessing individuals. [Link to Competency definition from OPM](#)

Constant Observation – Constant observation is the uninterrupted personal visual observation of an individual deemed at-risk of committing self-injurious behavior. This monitoring is used to prevent such behavior. The room where this occurs must permit easy access, privacy, and unobstructed vision of the individual at all times. (hybrid definition from BOP and NY DOC.)

Contract Detention Facility (CDF) – CDFs are contractor-owned, contractor-operated facilities that provide detention services under a competitively bid contract awarded by ICE. Some are staffed by IHSC health care providers. See PBNDS 2011.

Contracting Officer (CO)– A contracting officer is the only person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. Federal Acquisition Regulation (FAR) 2.101.

Contracting Officer's Representative (COR) – A COR is an individual, including a contracting officer's representative (COR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. FAR 2.101.

Contractor – A contractor is a private entity that provides services in accordance with a Statement of Work (SOW) or a Performance Work Statement (PWS). (IHSC Operational Definition) See also Contractor.

Contract or Contractor Employee – A contract employee is an employee of the Contractor. For purposes of this agreement, Contractor Employees also include employees of all

subcontractors utilized by the Contractor to fulfill contract requirements. (IHSC Operational Definition)

Core Measures – Core measures are standardized performance measures that can be applied across health care accreditation programs. (IHSC Operational Definition)

Credentialing – Credentialing an ongoing process whereby a facility’s designated medical staff obtains, verifies, and assesses an individual’s professional credentials. This information is utilized by the medical staff and governing body to evaluate competency and appropriately grant medical staff membership and/or clinical privileges. (Indian Health Service definition)

Credentials – Credentials are the attestation of qualification, competence, or authority issued to an individual by a third party with the authority or assumed competence to do so. Examples of credentials include the documents that constitute evidence of practitioner training, licensure, experience, and expertise. (Indian Health Service definition)

Criteria – Criteria are expected levels of achievement, or specifications against which performance or quality may be compared. (IHSC Operational Definition)

Custody Staff or Officers – Custody staff are all security staff members who serve in a custody role (could be ICE, other federal or state, or contracted officers at Service Processing Centers, Contract Detention Facilities, or Intergovernmental Service Agreement facilities). (IHSC Operational Definition)

Day - A day is a calendar day unless otherwise identified.

Dental Assistant – Dental assistants perform a wide range of reversible intra-oral dental procedures under the direction of the dentist. They provide assistance to the dentist during patient care. They also provide oral health education, triage dental patients, take dental radiographs, maintain equipment/instruments, and keep clinical and administrative records. Dental assistants have a postsecondary non-degree award. (IHSC Operational Definition)

Dental Hygienist – Dental hygienists are responsible for performing advanced prophylactic and preventive dental procedures as well as chair side assisting with the dentist in the treatment of patients. They also provide oral health education, triage dental patients, take dental radiographs, maintain equipment/instruments, and keep clinical and administrative records. Dental hygienists have at least an Associate’s degree. (IHSC Operational Definition)

Dental Providers – Dental providers, for IHSC, are dentists and dental hygienists. (IHSC Operational Definition)

Dental Staff – Dental staff, for IHSC, includes dentists, dental hygienists, and dental assistants. (IHSC Operational Definition)

Dentist – Dentists diagnose, treat, and prevent diseases and injuries associated with the oral cavity. They prescribe and/or dispense medications when appropriate. They provide

professional oversight of assigned dental staff. Dentists have a doctoral degree. (IHSC Operational Definition)

Department of Homeland Security (DHS) – The DHS is a cabinet-level department of the United States Government created March 1, 2003, by the Homeland Security Act of 2002. DHS includes U.S. Immigration and Customs Enforcement (ICE). (IHSC Operational Definition)

Deputy Assistant Director (DAD) for Administration – The DAD for Administration provides administrative oversight essential to sustaining the IHSC health care system. Through a number of programs, the DAD for Administration systematically delivers quality driven cost effective healthcare to the detained population. Through the development and distribution of policy, management of facilities and resources, and the deployment of mobile health care professionals, the DAD for Administration provides the infrastructure within which the IHSC operates and the healthcare system is sustained. The DAD maintains the integrity of the healthcare system through a comprehensive Medical Quality Management program that includes a variety of process improvement initiatives, risk management programs; and inspections for compliance with standards and requirements of several accrediting bodies. The DAD mitigates the risks of compromising any aspects of the healthcare system through a robust medical education and professional development program. (IHSC Operational Definition)

Deputy Assistant Director for Clinical Services – The DAD for Clinical Services ensures delivery of quality medical care and services within the ICE/ERO Detention System. He or she ensures quality medical, behavioral health, and dental services are delivered in a timely and effective manner to the detained population. The DAD for Clinical Services provides medical oversight, guidance, and instruction to IHSC providers and allied health professionals who deliver quality medical, behavioral health and dental services to ICE residents. (IHSC Operational Definition)

Detention File – Detention files are files containing detention information on aliens in ICE custody, and are maintained by the detention facility. Detention files are not A-Files or Medical Files. Contents include receipts for funds, valuables and other personal property; documentation of disciplinary action; reports on resident behaviors; resident’s written requests, complaints and other communications; official responses to resident communications; records from Special Management Unit, etc. (PBNDS 2011 Glossary)

Directive – Directives are statements of a policy, mission, program or activity’s purpose, scope, and authority; establish and delegate responsibilities; and sets forth policies and procedures. (Department of Homeland Security Lexicon) IHSC Directives that involve only medical care and medical operations are signed at the AD level but still must be reviewed by the Office of the Principal Legal Advisor (OPLA) and Privacy and Records. IHSC Directives that involve issues other than medical care and medical operation must be reviewed by OPLA and the Privacy and Records Office (PRO), but must also be de-conflicted through the Enforcement and Removal Operations (ERO) Policy Unit with Employee and Labor Relations (E&LR), Homeland Security Investigations (HSI), and ICE Policy. (IHSC Operational Definition)

Emergency Management – coordination and integration of all activities necessary to build, sustain and improve the capabilities to prepare for, respond to, recover from, or mitigate against threatened or actual disasters or emergencies, regardless of cause (Department of Homeland Security Lexicon)

Emergent Condition – An emergent condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in -- (i) placing the health of the individual in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part. (US legal.com definition)

Entry on Duty (EOD) – EOD is the first day an employee begins performance at a designated duty station. (IHSC Operational Definition)

Enforcement and Removal Operations (ERO) – Enforcement and Removal Operations (ERO) oversees programs and conducts operations to identify and apprehend removable aliens, to detain these individuals when necessary, and to remove illegal aliens from the United States. ERO prioritizes the apprehension, arrest, and removal of convicted criminals, those who pose a threat to national security, fugitives, recent border entrants, and aliens who thwart immigration controls. ERO manages all logistical aspects of the removal process, including domestic transportation, detention, alternatives to detention programs, bond management, and supervised release. In addition, ERO repatriates aliens ordered removed from the United States to more than 170 countries around the world. (InSight (ICE))

Emergency – An emergency is any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical emergency, natural disaster, or other serious incident. (IHSC Operational Definition)

Emergency Care – Emergency care is care for an acute illness or unexpected serious health care need that requires immediate diagnosis and treatment and could lead to serious physical and/or mental disability or death if not treated. (IHSC Operational Definition)

Emergency Grievance – Emergency grievances are grievances that are time-sensitive and may involve an immediate threat to health, safety or welfare.

Evaluation – Evaluation is the analysis of collected, compiled, and organized data pertaining to important aspects of care. Data are compared with predetermined, clinically valid criteria; variations from criteria are determined to be accepted or unaccepted; and problems or opportunities to improve care are identified.

Facility Administrator – Facility administrator is a generic term for the chief executive officer of a residential facility. The formal title may vary (Assistant Field Office Director, warden, Officer in Charge, sheriff, jail administrator, etc.) (PBNDS 2011)

Facility Staff/Personnel – For IHSC purposes, this may refer to any non-medical staff at Service Processing Centers (SPCs), Contract Detention Facilities (CDFs), or Intergovernmental

Service Agreement (IGSA) Facilities who are federal or contract employees. This includes, but is not limited to ERO Law Enforcement Officers and custody staff (contract or non-contract), who may or may not have contact with residents. (IHSC Operational Definition)

Field Medical Coordinator (FMC) – FMCs operates within the Medical Case Management Unit and is co-located with the Field Office Directors (FODs). The FMC identifies and monitors residents with significant medical conditions, performs case monitoring on residents who are hospitalized, and assists with alternate placement of residents in IGSA facilities. He or she gathers information and documents for medical reviews and collaborates with appropriate health officials to ensure continuity of care upon removal for those residents with significant health conditions. (IHSC Operational Definition)

Field Office Director (FOD) – The Field Office Director is the ICE ERO officer with chief field responsibility for ERO functions, including the operation of detention facilities, in his or her assigned geographic area. (IHSC Operational Definition)

Filled/Not Filled – The status of a position code whereby a specific contract employee is currently on-site and working or has a start date within the QASP timeline, OR the status of a position code whereby no contractor is identified with a correlating start date or is on-site and working. (IHSC Operational Definition).

Fit Testing – Fit testing is a qualitative or quantitative test to determine proper fit and seal of a respirator that is conducted at least annually and whenever changes in a worker’s physical condition could affect respirator fit. A qualitative fit test is a pass/fail test used to check respirator fit that relies on the user’s response to a test agent. A quantitative fit test uses an instrument to measure the actual amount of leakage into a respirator by one of several processes. (IHSC Operational Definition)

Formal Grievance – Formal grievances are those grievances that are written and acted upon. There are three levels of formal grievance review at every facility. (See the PBNDS 2011 for levels.)

Formulary – A formulary is a list of prescription and nonprescription medications that have been approved by the health authority and are stocked or routinely procured for use in an institution. (ACA)

Governing Body – The governing body refers to the individuals, group, or agency that has ultimate authority and responsibility for establishing policy, maintaining quality of care, and providing for organizational management and planning. (IHSC Operational Definition)

Grievance – A grievance is a complaint based on a circumstance or incident perceived as unjust. See also *Formal Grievance* and *Medical Grievance*. (PBNDS 2011 Glossary)

Health Appraisal – Within IHSC, this is a physical exam and health assessment/history of a detained alien that is conducted within 14 days of the alien’s arrival to the facility. (IHSC Operational Definition)

Health Care Personnel or Providers – Health care personnel or providers are credentialed individuals employed, detailed, or authorized by IHSC to deliver health care services to residents. It includes federal and contract staff assigned or detailed (i.e. temporary duty) who provide professional or paraprofessional health care services as part of their IHSC duties. (IHSC Operational Definition)

Health Insurance Portability and Accountability Act (HIPAA) - A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

Health Operations Unit – The Health Operations Unit provides administrative and supervisory oversight of day-to-day operational activities at IHSC-staffed medical facilities. This includes: the analysis of staffing levels and provision of resources necessary to carry out the health care mission based on organizational needs; coordination of all activities involving medical issues with local ERO staff and contracted security staff; and obtaining and tracking a multitude of information and data related to requests for information, including responses to congressional and media inquiries.

Health Record – In general, a health record is a chronological written account of a patient's examination and treatment that includes the patient's medical history and complaints, the provider's physical findings, the results of diagnostic tests and procedures, and medications and therapeutic procedures. IHSC health records include all records of care including medical, dental, and behavioral health provided to ICE residents on-site at IHSC staffed facilities. IHSC health records may also include off-site care records received by IHSC such as testing, specialized care, or records of previous medical care.

Health Services Administrator (HSA) or Medical Services Manager (MSM)– The HSA/MSM is the designated IHSC administrator at a facility who provides administrative and supervisory oversight of day to day operational activities at IHSC staffed medical facilities. (IHSC Operational Definition)

Health Staff – Health staff includes all health care professionals (including contracted staff) as well as administrative and supervisory staff at *IHSC staffed medical clinics*. (IHSC Operational Definition)

Hunger Strike – A hunger strike is a voluntary fast undertaken as a means of protest or manipulation. Whether or not a resident actually declares that he or she is on a hunger strike, staff is required to refer any resident who is observed to not have eaten for 72 hours for medical evaluation and monitoring. Psychotically impaired residents who miss more than nine consecutive meals are monitored in a similar fashion as those who are on a hunger strike. (IHSC Operational Definition)

ICE Health Service Corps (IHSC) – IHSC is a component of ERO that oversees medical care and public health services to detained aliens in ICE. IHSC serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive resident health care

also provides medical support during flight, tactical ground, and sea operations. (IHSC Operational Definition)

ICE Offices of Chief Counsel (OCC) – Part of the Office of the Principal Legal Advisor (OPLA), the 26 OCC field offices litigate cases in immigration court, counsel a full complement of ICE operational clients, and provide direction and support to U.S. Attorney’s Offices. (IHSC Operational Definition)

IHSC Guide – An IHSC guide supplements an IHSC directive, expanding on complex processes or procedures but does not establish new requirements. Guides are the “how to” for IHSC staff, providing step-by-step guidance and/or outlining best practices in instances for which local operating procedures are needed due to different clinic configurations, population and local priorities. A guide may outline processes for multiple directives and is usually organized around functional areas. Guides may also include alternative approaches to achieving objectives, charts, graphs, a table of contents, an acronym key, attachments, and appendices. (IHSC Operational Definition)

Immigration and Customs Enforcement (ICE) – ICE is a law enforcement agency within DHS. ICE is DHS’ largest investigative branch, and combines the law enforcement arms of the former Immigration and Naturalization Service (INS) and the former U.S. Customs Service. ICE protects the United States against terrorist attacks by identifying criminal activities and eliminating vulnerabilities that pose a threat along our borders, as well as enforcing economic, transportation and infrastructure security. (IHSC Operational Definition)

IHSC Staff – IHSC staff includes all individuals employed by or detailed to IHSC. This does not include any contract employee. (IHSC Operational Definition)

Incident – An incident is any unusual occurrence which varies from established routine or procedure that either did or could result in an adverse outcome. An incident may involve a staff member, resident, or other person. The incident may include damaged or faulty equipment, fire, chemical or bio hazardous agents, as well as any event that may generate a complaint, medico-legal liability and or disciplinary action. (IHSC Operational Definition)

Incident Report Form – Incident Report Form (IHSC Form 010) is used to report an incident (as defined above) and to identify a remedy for the reported incident to prevent recurrence. The report form generally includes an analysis by the HSA, clinical/medical director, and the Performance Improvement Committee. (IHSC Operational Definition)

Informal Medical Grievance – An informal medical grievance is a grievance that health staff resolves orally and informally in their daily interaction with residents. (PBNSD 2011 Glossary)

Informal Resolution – Informal resolution is closure to a complaint or issue of concern to a resident, satisfactory to the resident and staff member involved; does not require filing a formal grievance. (PBNSD 2011 Glossary)

Informed Consent – Informed consent is an agreement by a patient to a treatment, examination, or procedure after the patient receives the material facts about the nature, consequences, and

risks of the proposed treatment, examination or procedure; the alternatives to it, and the prognosis if the proposed action is not undertaken. (PBNDS 2011 Glossary)

Inspection – An inspection is a process of an organized and thorough examination to assure compliance to a standard norm, laws or rules (Department of Homeland Security Lexicon)

Intake Screening (Receiving Screening) – An intake screening a comprehensive medical, dental and behavioral health screening that is conducted as soon as possible after residents arrive at a facility but no later than 12 hours. Individuals should not be released from the intake area until the receiving screening is completed. Receiving screening is a process of structured inquiry and observation designed to prevent newly arrived inmates who pose a threat to their own or others' health or safety from being admitted to the facility's general population. It is intended to identify potential emergency situations among new arrivals and to ensure that patients with known illnesses and currently on medications are identified for further assessment and continued treatment. It is conducted using a form and language fully understood by the resident, who may not speak English or may have a physical (e.g., speech, hearing, sight) or mental disability. (IHSC Operational Definition)

Key Personnel – Key Personnel are considered critical. They serve for the life of the contract. They include positions of Program Manager and Assistant/Alternate Program Manager, as well as those identified in the Contractor's supervision plan.

Leadership/Leaders – Leadership or Leaders within the IHSC includes the Assistant Director of IHSC, the IHSC Deputy Assistant Directors, Chief of Staff, Chief Nurse, Regional Medical and Administrative Directors, and Unit Chiefs. (IHSC Operational Definition)

License – A license is the permission granted to an individual by a State or U.S. Territory or Possession to perform certain medical activities. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Licensed Independent Practitioners (LIPs) – LIPs are physicians, dentists, dental hygienists, psychiatrists, psychologists, and independently licensed social workers. (IHSC Operational Definition)

Licensed Practical Nurse – LPNs are licensed to provide practical or vocational nursing care to patients in hospitals, nursing homes, clinics, health units, homes, and community health organizations. They typically work under the supervision of a registered nurse or physician, and may supervise unlicensed nursing assistants. LPNs receive a postsecondary non-degree award and have obtained licensure.

Licensed Vocational Nurse – Licensed practical and licensed vocational nurses (known as LPNs or LVNs, depending on the state in which they work) provide basic nursing care. They work under the direction of registered nurses and doctors. LVNs receive a postsecondary non-degree award and have obtained licensure. (IHSC Operational Definition)

Man-Down Drill – A man-down drill is a simulated emergency affecting one individual who needs immediate medical intervention. It involves life-threatening situations commonly experienced in correctional settings. (NCCHC)

Mass Disaster Drill – A mass disaster drill is a simulated emergency involving multiple casualties that require triage by health staff. It frequently involves a natural disaster (e.g. tornado, flood, earthquake), and internal disaster (e.g. riot, arson, kitchen explosion), or external disaster (e.g. mass arrests, bomb threat, power outage). (NCCHC)

Medical Assistants – Medical assistants perform administrative and clinical tasks to support physicians and other health professionals in the delivery of health care services. The term "medical assistant" may have legal status in jurisdictions where they can be certified or registered. Duties may include measuring patients' vital signs, administering medications and injections, recording information in medical records-keeping systems, preparing and handling medical instruments and supplies, and collecting and preparing specimens of bodily fluids and tissues for laboratory testing. (IHSC Operational Definition)

Medical Case Management Unit – The Medical Case Management Unit is an IHSC unit under the Deputy Assistant Director for Clinical Services that provides medical consultation, reporting and coordination services; claims services, case monitoring and coordination, and medical detention standards compliance monitoring; identification and monitoring residents with significant medical conditions; case monitoring on residents who are hospitalized; and assistance with alternative placement of residents in IGSA facilities and ICE facilities. Unit staff members may also conduct site visits to IGSA facilities and act as a liaison between Facility Medical Authorities and ICE/IHSC. (IHSC Operational Definition)

Medical Classification System – The medical classification system is a system by which a resident's medical and behavioral health conditions and needs are assessed to allow for appropriate placement in a facility with the resources necessary to provide the appropriate level of care to meet those needs. (PBNDS 2011 Glossary)

Medical Discharge Plan – The discharge plan includes: admission diagnosis; discharge diagnosis; brief medical history including the chief complain and any essential findings discovered; all diagnostic tests (e.g. x-rays, lab results, ECGs, etc.) results; list of any medications prescribed; a brief summary of care provided, the resident's response to treatment, medical complications encountered, any outside health care referrals that may have interrupted the infirmary period or that are pending; and continuity of care plan. (PBNDS 2011 Glossary)

Medical Education and Development Unit – The Medical Education and Development Unit is an IHSC unit under the Deputy Assistant Director for Health Administration that supports the ICE mission by arranging training for IHSC personnel to enhance and develop the provision and coordination of quality and cost effective health care for residents, while advancing public health initiatives in order to foster a healthy environment for residents and minimize health risks for law enforcement personnel, healthcare workers, and US citizens. (IHSC Operational Definition)

Medical Housing Unit – The Medical Housing Unit (MHU) is a designated area which provides housing for residents in need of closely observed medical or behavioral care, medical/nursing assistance and/or medically necessary supervision or equipment. The MHU must operate 24 hours a day, seven days a week. The unit must contain life support equipment and meet the staffing and treatment needs of the resident. (IHSC Operational Definition)

Medical Providers – Medical providers include physicians, physician assistants, nurse practitioners, and pharmacist practitioners. (IHSC Operational Definition)

Medical Quality Management Unit (MQM Unit) – The MQM Unit is an IHSC unit under the Deputy Assistant Director for Administration that develops and maintains policies and procedures for IHSC; interacts and coordinates with all IHSC-staffed medical facilities to ensure adherence to the accrediting body standards set forth by the accrediting bodies. In addition, the Medical Quality Management unit oversees the IHSC Quality Improvement Program, the Risk Management Program, Compliance Investigations, and the IHSC Patient Education. (IHSC Operational Definition)

Medical Records Technicians (MRTs) – MRTs are health professionals responsible for maintaining components of health information systems consistent with the medical, administrative, ethical, legal, accreditation, and regulatory requirements of the health care delivery system. MRTs at IHSC facilities perform a variety of duties including but not limited to release of information, scanning, monitoring schedules and scheduling patients in-house and with external providers. (IHSC Operational Definition)

Mission Essential - Any element that is necessary for the carrying out or completion of a task. An example of mission essential services is all nursing services.

Mid-Level Providers – Mid-level providers are nurse practitioners (NPs) and physician assistants (PAs). (IHSC Operational Definition)

Mortality Review – A mortality review is a review conducted in the event of a resident's death to determine the appropriateness of the clinical care provided and to identify trends that may require further study and/or analysis for corrective action.

National Commission on Correctional Health Care (NCCHC) – NCCHC is one of the accrediting organizations that publish standards for correctional facilities. Most IHSC-staffed facilities are accredited by NCCHC. (IHSC Operational Definition)

National Detention Standards – When U.S. Immigration and Customs Enforcement was formed, the agency operated its detention system under a set of National Detention Standards (NDS) that had been issued in September 2000. NDS established consistent conditions of confinement, program operations and management expectations within the agency's detention system. <http://www.ice.gov/detention-standards/2000/>

Near-Misses (also known as Close Calls) – An event or situation that could have resulted in harm to the patient but did not, either by chance or through timely intervention. The event was

identified and resolved before reaching the patient. (from DHS Directive #248-01-001, *Medical Quality Management*)

Non-formulary Medications – Non-formulary medications are medications not listed in the institution or agency formulary. These medications require approval from the facility medical authority and/or the Regional Clinical Director prior to procuring and/or dispensing to the patient. (ACA)

Non-suicidal Self-directed Violence – Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. There is no evidence, whether implicit or explicit, of suicidal intent. In past, was often called “suicidal gesture.” (CDC)

Nurse Managers – Nurse managers are experienced clinical nurses who have complete supervisory - front line - responsibilities (as the team leaders) for all nursing personnel assigned to the nursing unit-ward-complex in IHSC-staffed clinics. This includes mentoring the nurses, assigning and scheduling nurses, input into evaluating the nurses’ work and ensuring that all nursing activities are in compliance with the National Detention Standards, the American Correctional Association and the National Commission on Correctional Health Care.

Nurse Practitioner – Nurse Practitioners (NPs) are health care professionals with an advance education in clinical training, to provide preventative and acute health-care to individuals of all ages. They work collaboratively on a health-care team. (Ref: modified version from Mayo definition)

Nursing Staff – Nursing staff, within IHSC, are registered nurses (RNs), licensed practical nurses (LPNs), and licensed vocational nurses (LVNs). (IHSC Operational Definition)

Office of Civil Rights and Civil Liberties (CRCL) – The CRCL provides operational support, oversight, training and policy and program advice and review to the Department’s leadership on civil rights and civil liberties issues, investigates and resolves complaints from the public concerning civil rights and civil liberties abuses or racial, ethnic, or religious profiling, and leads departmental Equal Employment Opportunity programs. (Department of Homeland Security Lexicon)

On-Site - Identifies the specific location where a contractor is assigned to perform the functions of their position description, typically synonymous with their duty station.

Operations Memoranda (OM) – OM are temporary or "one-time" directives issued with predetermined expiration dates. The OM is signed by the IHSC AD or the IHSC DADs. The duration of an OM may be no more than **one year** from the date of issuance; however, in practice, the duration is often considerably less. Acceptable uses for OMs are to: 1) announce an upcoming event which may require some action; b) explain or clarify operations and procedures, 3) transmit guidance, training materials, or Technical/Reference Manuals, or 4) highlight the significant changes in a new or updated Program Statement (PS), and/or provide interim instructions. (IHSC Operational Definition)

Outcome – An outcome is the result of the performance (or non-performance) of a function or process. (IHSC Operational Definition)

Patient Safety Event – A patient safety event is an incident or error that occurred (actual event), or almost occurred (close call/near miss), that caused, or had the potential for causing, harm to a patient. (IHSC Operational Definition)

Peer – A peer is an individual from the same professional discipline/specialty to whom comparative reference is being made. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Peer Review – Peer review is the process by which health care providers/ professionals evaluate the care of a fellow provider/professional of the same discipline and make determinations about the quality of that care and whether the professional standard of care was met in a given clinical situation. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Performance-Based National Detention Standards (PBNDS 2008) – U.S. Immigration and Customs Enforcement undertook a revision of the National Detention Standards to more clearly delineate the results or outcomes to be accomplished by adherence to their requirements. The PBNDS 2008, developed in coordination with agency stakeholders, prescribe both the expected outcomes of each detention standard and the expected practices required to achieve them. PBNDS 2008 was also designed to improve safety, security and conditions of confinement for residents. <http://www.ice.gov/detention-standards/2008/>

Performance-Based National Detention Standards (PBNDS 2011) – In keeping with its commitment to reform the immigration detention system, U.S. Immigration and Customs Enforcement (ICE) has revised its detention standards. These new standards, known as PBNDS 2011, represent an important step in detention reform. PBNDS 2011 reflects ICE's ongoing effort to tailor the conditions of immigration detention to its unique purpose while maintaining a safe and secure detention environment for staff and residents. In developing the revised standards, ICE incorporated the input of many agency employees and stakeholders, including the perspectives of nongovernmental organizations and ICE field offices. PBNDS 2011 is crafted to improve medical and mental health services, increase access to legal services and religious opportunities, improve communication with residents with limited English proficiency, and improve the process for reporting and responding to complaints, and increase recreation and visitation. <http://www.ice.gov/detention-standards/2011/>

Performance Improvement (PI) – PI is the continuous study and adaptation of functions and processes to increase the probability of achieving desired outcomes and to better meet the needs of individuals, populations, and other users of service. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Performance Measure – A performance measure is a measure such as a standard or indicator used to assess the performance or process of any organization. A quantitative tool (e.g. rate, ratio, index, percentage) that provides an indication of an organization's performance in relation

to a specified process or outcome. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Personal Protective Equipment (PPE) – For IHSC Purposes, PPE refers to respiratory protective equipment, gloves, mask/goggles, gowns, face shields, other items used by dental staff, and any protective gear worn during biohazards or other emergencies. (IHSC Operational Definition)

Personally Identifiable Information (PII) – PII is any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual (DHS directive 047-01-001)

Pharmacy Staff – Pharmacy staff includes pharmacists and pharmacy technicians.

Pharmacy Technician – A pharmacy technician prepares and dispenses medications and maintains related records for patients in hospital or clinic under supervision of pharmacist. Prepares, packages, labels and distributes medication doses prescribed by physician. Maintains patient medication profile records, utilizing computer. Maintains inventories of drugs and supplies, performing such duties as placing drug and supply orders with Contractors, stocking shelves, rotating stock and checking expiration date of pharmaceuticals. Pharmacy technicians have a high school diploma or equivalent as a minimum and have pharmacy technician certification (CPhT) accredited by the National Commission for Certifying Agencies.

Pharmacist – A pharmacist provides pharmaceutical care to patients directly or indirectly, optimizing medication therapy, promoting health, wellness and disease prevention. The pharmacist provides therapeutic consultation regarding evidence-based efficacy, compliance improvement, medication supply, and pharmacoeconomic considerations. Oversight of the pharmacy operation and drug inventory within the pharmacy is his/her responsibility. A pharmacist has received a Bachelor's or Doctorate Degree in Pharmacy and has an active State Board issued pharmacist license.

Pharmacist Practitioner – Pharmacist Practitioners practice medicine under the direction of physicians, as defined by a protocol mutually agreed upon by the pharmacist practitioner and his or her supervising physician. They are formally trained and authorized to examine patients, provide treatment for the management of chronic illnesses, and monitor patients' response to medication therapy. Pharmacist practitioners have a baccalaureate or doctoral degree in pharmacy, additional post-graduate training and experience (>1 year of IHSC practice), and have specialty board certification or achieve national credentialing through a USPHS agency (e.g. NCPS)

Physical Assessment/Appraisal – The physical assessment (also called appraisal – ACA term)) is the verbal interactions with the resident and is done in conjunction with the physical examination (done within 14 days of arrival). It may be conducted by physicians, physician assistants, nurse practitioners or specially trained and monitored registered nurses. It may not be conducted by licensed practical nurses or licensed vocational nurses. (Updated per Dr. Krohmer's draft memo to Field Medical Coordinators.)

Physical Examination (PE) (14 day) – A physical examination is a thorough evaluation of an individual's physical condition conducted within 14 days of the resident's arrival at the facility. It is completed in conjunction with the physical assessment/appraisal. It may be conducted by physicians, physician assistants, nurse practitioners or specially trained and monitored registered nurses. It may not be conducted by licensed practical nurses or licensed vocational nurses. Per NCCHC definition: a PE is an objective, hands-on evaluation of an individual. It involves the inspection, palpation, auscultation and percussion of a patient's body to determine the presence or absence of physical signs of disease.

Physician – A physician is an individual who has received a "Doctor of Medicine" or a "Doctor of Osteopathic Medicine" degree or an equivalent degree following successful completion of a prescribed course of study from a school of allopathic or osteopathic medicine. (AMA)

Physician Assistant – Physician Assistants (PA) are medical professionals who work as part of a team with a physician and are nationally certified and state-licensed to practice medicine under the supervision of a physician. (www.aapa.org)

Policy – A policy is a directive body of rules intended to influence decisions and actions. Policy can take the form of instruction, directives and memoranda. (Department of Homeland Security Lexicon)

Policy Committee – The policy committees consists of IHSC staff designated by IHSC AD as policy officers to assist the IHSC Policy Manager with the development and review of directives and guides and with strategic planning activities related to policies and procedures. (IHSC Operational Definition)

Policy Statement – A policy statement is a declaration setting forth particulars that address the overarching objective of an entity's major initiative or program (Department of Homeland Security Lexicon)

Position Description – A position description or "PD" is a statement of the major duties, responsibilities, and supervisory relationships of a position. In its simplest form, a PD indicates the work to be performed by the position. The purpose of a PD is to document the major duties and responsibilities of a position, not to spell out in detail every possible activity during the work day. (OPM)

Position Fill Time – Time begins to be counted to fill the position a first notice to Contractor from the government or by Contractor's employee or subcontractor's employee leaving position.

Position Filled – A position is filled at the time when the contractor employee is incurring billable services are performed for the assigned position. For example, a Registered Nurse has filled a designated position on the first day of work to work as a nurse performing nursing duties.

Potentially Suicidal – A potentially suicidal resident is not actively suicidal (i.e. has plan) but expresses suicidal ideation and/or have a recent history of self-destructive behavior. They should be observed at staggered intervals not to exceed 15 minutes. (NCCHC).

Pre-Screening – A pre-screening is a brief resident medical assessment performed immediately upon resident arrival at a detention facility. It is used to triage and identify those residents who may require time-sensitive medical care or who may pose a health or safety threat to themselves or others. The pre-screening is administered prior to the formal intake screening for those residents booking into the facility, or for transient residents who will not be booked into the facility.

Prevention – Actions taken and measures put in place for the continual assessment and readiness of necessary actions to reduce risk of threats and vulnerabilities, to intervene and stop an occurrence, or to mitigate effects. (Department of Homeland Security Lexicon)

Protected Health Information - Individually identifiable health information protected health information is defined in 45 CFR 160.103, where ‘CFR’ means ‘Code of Federal Regulations’, and, as defined, is referenced in Section 13400 of Subtitle D (‘Privacy’) of the HITECH Act.

Prison Rape Elimination Act (PREA) – The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse of persons in the custody of U.S. correctional agencies. On May 11, 2012, Immigration and Customs Enforcement (ICE) issued the Sexual Abuse and Assault Prevention and Intervention directive. This directive intends to ensure an integrated and comprehensive system of preventing and responding to sexual abuse or assault of individuals in ICE custody, consistent with the goals of the Prison Rape Elimination Act of 2003.

Privileging – Privileging is a step beyond credentialing for licensed independent practitioners (LIPs) to provide services within IHSC clinics.

Prophylaxis – Prophylaxis is the removal of plaque, calculus and stains from the tooth structures. It is intended to control local irrational factors. (ADA)

Protective Custody – Protective custody is administrative segregation for the resident’s own safety. (PBNDS 2011)

Psychiatrist – A psychiatrist is a physician who applies professional knowledge in the practice of medicine in the field of psychiatry; may function in a consultation role, providing psychiatric consultation for medical staff and ICE, and/or a clinical role, providing diagnostic, preventive and therapeutic services to patients. Must be board certified in psychiatry and have administrative or supervisory experience within an inpatient treatment unit and have comprehensive knowledge of the principles of public health.

Psychiatric Mental Health Advance Practice Registered Nurses (PMH-APRNs) – A Psychiatric Mental Health Advanced Practice Registered Nurses (PMH-APRNs) is a mid-level provider who offers primary care services to residents with psychiatric-mental health problems. PMH-APRNs assess, diagnose, and treat residents with psychiatric disorders or the potential for

such disorders using their full scope of therapeutic skills, including the prescription of medication and administration of psychotherapy. APRNs earn masters or doctoral degrees in psychiatric-mental health nursing. APRNs practice as Clinical Nurse Specialists (CNSs) or Nurse Practitioners (NPs). The doctoral degree for the advanced clinical practice of psychiatric nursing is the Doctor of Nursing Practice (DNP). The APRN is subject to state laws governing practice and scope of practice.

Psychiatric Mental Health Nurse (PMHN) – A psychiatric mental health nurse is a registered nurse who has specialized training within nursing. Certification for PMHNs at all levels is provided by the American Nurses Credentialing Center (ANCC). PMHNs may develop a mental health nursing diagnosis and plan of care, implement the nursing process, and evaluate it for effectiveness.

Public Health, Safety, and Preparedness Unit – The Public Health, Safety, and Preparedness Unit provides leadership and scientific expertise in broad areas of epidemiology and public health to include surveillance, preparedness, response, national and international collaboration, and other activities related to infectious and non-infectious diseases. The Unit also provides oversight and leadership for environmental health and safety activities within IHSC. (IHSC Operational Definition)

Qualified Health Care Professionals – PBNDS 2011 includes the following practitioners in this category: physicians, physician assistants, nurses, nurse practitioners, or others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients. (PBNDS 2011 Glossary)

Quality Assurance (QA) – Quality assurance is the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that nationally recognized standards of care are being met. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Quality Improvement (QI) – Quality improvement is an approach to the continuous study and improvement of the processes of providing health care services to meet the needs of individuals and others. Synonyms include continuous quality improvement, continuous improvement, organization-wide performance improvement, and total quality management. (IHSC Operational Definition)

Quality Health Care – Quality health care is the degree to which health services for individuals and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge. (IHSC Operational Definition)

Radiology – Radiology is a medical specialty that employs the use of imaging to both diagnose and treat disease visualized within the human body. Radiologists use an array of imaging technologies (such as X-ray radiography, ultrasound, computed tomography (CT), nuclear medicine, positron emission tomography (PET) and magnetic resonance imaging (MRI) to diagnose or treat diseases. Interventional radiology is the performance of (usually minimally

invasive) medical procedures with the guidance of imaging technologies. (IHSC Operational Definition)

Radiologic Technicians – Radiologic technicians are trained in the use of diagnostic imaging equipment which aids in the diagnosis and treatment of medical conditions. Radiologic technicians have an Associate’s degree and have completed two years at an accredited Radiologic Technology Program. (IHSC Operational Definition)

Refugee – Refugee is a status granted to an individual prior to departure for and arrival in the United State that has been determined by competent authority to be fleeing persecution or have a well-founded fear of persecution in their own country because of race, religion, nationality, membership in a particular social group or political opinion(Department of Homeland Security Lexicon)

Regional Clinical Director – The Regional Clinical Director (RCD) serves as the regional medical authority for IHSC facilities in his or her region. The RCD provides orientation, oversight and ongoing mentoring of the Clinical Directors and medical providers, thereby ensuring the delivery of health care services in accordance with IHSC established scope of services and the mission, vision, and goals of the organization. The RCD reports directly to the IHSC Associate Medical Director (AMD). (IHSC Operational Definition)

Regional Field Medical Coordinators – Regional Field Medical Coordinators provide supervision over Field Medical Coordinators and all medical, behavioral health, dental care and durable medical equipment (DME) needs for individuals in ICE custody and inter-facility admissions to Medical Housing Units (MHUs) pursuant to the IHSC National Policies and Procedures. (IHSC Operational Definition)

Resident – an alien residing at a Family Residential Facility. For ICE purposes, a resident is an alien confined pursuant to the legal authority of the Immigration and Nationality Act, as amended (INA or ACT) for the purpose of removal and/or removal proceedings. ICE’s custody authority is administrative in nature, not punitive. (IHSC Operational Definition)

Resident Handbook – The resident handbook outlines the policies and procedures governing resident 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 resident upon admission to the facility. (PBNDS 2011 Glossary)

Risk – Risk is the potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences (Department of Homeland Security Lexicon)

Risk Assessment – Risk assessment is a method used to proactively evaluate the probability of a patient safety event in order to minimize the risk of the event actually occurring. (IHSC Operational Definition)

Risk Management – Risk management is a process and system that includes clinical and

administrative activities that organizations undertake to identify, evaluate, and reduce the risk of injury to patients, staff and visitors, and the risk of financial loss to the organization. It involves identification of risk potential, prevention of risk exposure, and the management of real or potential adverse incidents and medical malpractice claims. (IHSC Operational Definition)

Root Cause Analysis (RCA) – RCA is the process for identifying the basic or contributing causal factor(s) associated with adverse and/or sentinel events. The review is interdisciplinary and includes those who are closest to the process. It identifies changes that could be made in systems and processes to improve performance and reduce the risk of adverse events or recurrence of close calls. (IHSC Operational Definition)

Sanitation – Sanitation is 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. (PBNDS 2011 Glossary)

Scheduled - Describes a status of a contractor as having meet all the prerequisites such that they are listed on the month schedule for their assigned duty station with the expectation to arrive and perform their assigned duties. (IHSC Operational Definition)

Segregation – Segregation is the confinement of a resident in an individual cell isolated from the general population. It is used for administrative, disciplinary, or protective reasons. (PBNDS 2011 Glossary)

Senior Leadership/Senior Leaders – Senior Leadership within IHSC includes the IHSC Assistant Director, the Deputy Assistant Directors, and the Chief of Staff. (IHSC Operational Definition)

Sentinel Event (SE) – A sentinel event is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof that is not related to the natural course of the patient’s illnesses or underlying condition. Serious injury specifically includes loss of limb or function. The phrase, “or the risk thereof”, includes any process variation for which a recurrence would carry a significant chance of a serious adverse outcome. Such events are called “sentinel” because they signal the need for immediate investigation and proactive response on the part of the organization.

Serious Mental Illness (SMI) – SMI is used to describe ICE residents who exhibit the most serious psychiatric impairment. SMI determination is made by using a set of criteria that emphasizes substantial psychiatric symptomology that causes significant functional impairment within the detention setting. (IHSC Operational Definition)

Sexual Harassment – Sexual harassment is defined as unwelcome verbal or physical conduct of a sexual nature. It includes, but is not limited to, sexual advances, pressure for sexual favors, deliberate physical contact, repeated unsolicited comments or gestures, or displaying offensive pictures. (ICE Policy No. 8001.2)

Shift-Call-Out -- The process whereby a contractor, scheduled to be on-site and working,

notifies (usually telephonically) their employer in advance that he or she is not reporting for their scheduled shift. (IHSC Operational Definition)

Sick Call – Sick call is a process that allow residents the unrestricted opportunity to freely request health care services (including mental health and dental services) provided by a physician or other qualified health professionals. (IHSC Operational Definition)

Sick Call Triage Staff/Providers – Sick call triage staff within IHSC are registered nurses (RNs), nurse practitioners (NPs), physician assistants (PAs), and physicians. For a mental health sick call, any mental health provider may triage as well. For dental issues, a dental assistant, dental hygienist, dentist, RN or mid-level provider may triage. (IHSC Operational Definition)

Sick Leave – Sick leave is a period of authorized absence from official duties with pay because of sickness, disability, or need of medical services. Contract personnel should reference their company policy regarding personal time off.

Special Management Unit (SMU) – The SMU is a housing unit for residents in administrative or disciplinary segregation. (PBNDS 2011 Glossary)

Special Medical Operations Unit – The Special Medical Operations unit provides medical services during air, land, and sea operations domestically and internationally and serves as health program advisors to ICE for special medical operations. The unit provides medical services for the detained alien's medical needs during a domestic transfer or international removal and at work site enforcement/fugitive apprehension operations. In addition, Special Medical Operations also provides medical services to migrants rescued or interdicted at sea on US Coast Guard cutters patrolling the Florida Straits and Caribbean Sea. (IHSC Operational Definition)

Special Needs Residents – A resident whose mental and/or physical condition requires different accommodations or arrangements than a general population resident would receive. Special needs residents include but are not limited to those who are emotionally disturbed, developmentally disabled, mentally ill, physically handicapped, chronically ill, disabled, or infirm and the drug and alcohol addicted. (PBNDS 2011 Glossary)

Staffing - The Functional Area in the QASP describing the quality and quantity of individuals employed by the Contractor to meet the requirement of the contract. (IHSC Operational Definition)

Standard – A standard is a statement of expectation that defines the structures and processes that must be substantially in place in an organization to enhance the quality of care. (IHSC Operational Definition)

Standard of Care – Standard of care is a health care diagnostic or treatment judgments and actions of a provider/professional generally accepted in the healthcare discipline or specialty involved as reasonable, prudent, and appropriate. Medical standards of care can vary (1) among types of medical facilities such as hospitals, clinics, pre-hospital emergency medical care and alternate care facilities, (2) based on prevailing circumstances, including during emergencies,

and (3) based on the discipline and qualifications of the provider. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Start Date - A mutually agreed upon date between the Contractor and the government whereby a contractor with corresponding position code will be on site and working for their first day of orientation. (IHSC Operational Definition)

Subject Matter Expert (SME) – individual with in-depth knowledge in a specific area or field (Department of Homeland Security Lexicon)

Suicide – A suicide is a death caused by self-directed injurious behavior with any intent to die as a result of the behavior. In past was often referred to as “completed suicide.” (CDC Definition)

Suicide Attempt – A suicide attempt is a non-fatal self-directed potentially injurious behavior with any intent to die as a result of the behavior. A suicide attempt may or may not result in injury. (CDC definition)

Suicide Gesture – See “**Non-suicidal Self-directed Violence.**”

Suicidal Statement – A suicidal statement is a written or verbal statement indicating a wish to die or be dead. Some statements may be more indirect such as “I wish I hadn’t been born.” (IHSC Operational Definition)

Suicide Watch – Suicide watch is the uninterrupted personal visual observation of an individual deemed at-risk of committing self-injurious behavior. This monitoring is used to prevent such behavior. The room where this observation occurs must permit easy access, privacy, and unobstructed vision of the individual at all times. (Hybrid definition from BOP Psychology Services policy and information from NY DOC.)

Tele-Health Unit (includes tele-psychiatry) – The Tele-Health Unit provides access to medical care for all ICE facilities, focusing on underserved, geographically isolated facilities through the use of telecommunications and information technology. The Tele-Health Unit aims to increase the quality of care, decrease the cost of care, and provide rapid screening, diagnosis, and treatment for a population that moves quickly in and out of ICE custody. IHSC provides tele-psychiatry services to residents where there is no psychiatrist in the detention center, as well as tele-radiology services, which are primarily used for chest x-rays for rapid screening of infectious respiratory diseases.

Temporary Duty (TDY) – TDY travel is defined as performing official travel away from the local commuting area of the employee’s permanent duty station (PDS) – the primary address at which the employee works. Any location within 50 miles or less of the employee’s PDS is considered to be within the local commuting area (local travel). Employees must be away from the local commuting area for more than 12 hours to be considered on TDY travel status. (IHSC Operational Definition)

Threat – Any gesture, act, or oral or written expression which is perceived as intent to cause physical harm to persons or damage to property.

Transgender – Transgender people are those whose gender identity or expression is different from their assigned sex at birth. (PBNDS 2011)

Unaccompanied Alien Child (UAC). One who (A) has no lawful immigration status in the United States;(B) has not attained 18 years of age; and(C) with respect to whom (i) there is no parent or legal guardian in the United States; or(ii) no parent or legal guardian in the United States is available to provide care and physical custody. *See* Homeland Security Act of 2002 § 462(g); 6 U.S.C. § 276(g) ICE transports apprehended UACs to the custody and care of the Office of Refugee Resettlement (ORR) within the Department of Health and Human Services. Individuals under the age of 18 who are “accompanied” by an “available” parent or legal guardian may be detained by ICE whether or not the parent or legal guardian is in ICE custody.

Urgent Condition – An urgent condition is a medical condition requiring immediate attention that can be provided by health care staff at the facility. For example, a laceration requiring sutures, asthma attack requiring nebulizer treatment. (IHSC Operational Definition)

Vacancy(ies) – The status of a position code whereby there is no assigned Contractor staff that is onsite and working relative to that position code excluding government acknowledgement of administrative leave.

Working - status of a contractor that has met all the prerequisites such that they are actively performing the functions of their position description at their duty station as scheduled. (IHSC Operational Definition)

Workplace Harassment - Workplace harassment is defined as any unwelcome verbal or physical conduct based on race, color, religion, sex (of a sexual or non-sexual nature), national origin, age, disability, reprisal, sexual orientation, parental status, or protected genetic information. It includes, but is not limited to, repeated derogatory slurs, stereotypes or generalities that lump one group together and denigrate them, racial or ethnic jokes and displaying paraphernalia of racial hate groups. (ICE Policy # 8003.1, Anti-Harassment Policy)

(End of Section C)

SECTION D – PACKAGING AND MARKING

There are no clauses incorporated with this section for this contract.

(End of Section D)

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SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.246- 6 – Inspection—Time-and-Material and Labor-Hour. (MAY 2001)

E-2. INSPECTION AND ACCEPTANCE. Inspection and acceptance of Contractor performance will be made by the Contracting Officer Representative (COR). This delegation of authority does not authorize any actions that may result in changes in the provisions, specifications, or pricing of this contract.

E-3. ACCEPTANCE OF SERVICES. Acceptance of services and/or deliverables occurs when services and deliverables have been reviewed and approved, in writing, by the Contracting Officer or his/her authorized representative. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract or any issued delivery order.

E-4. ACCEPTANCE CRITERIA. The items specified for delivery are subject to the review and approval of the COR before final acceptance. The COR will review all deliverables submitted to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements specified. The Contractor shall ensure the accuracy and completeness of all deliverables. While occasional typos and calculation errors may be permitted, persistent recurrent errors, misleading or unclear statements, incomplete or irrelevant information, excessive rhetoric, repetition and ‘padding’ may be considered deficiencies and cause for rejection. Unless otherwise indicated, the Government will review and comment on all deliverables within ten (10) calendar days. If the government does not respond within the ten (10) calendar days period, the Contractor shall assume acceptance by the government.

E-5. REJECTION OF SERVICES AND PROCEDURES. The government reserves the right to reject services and to require replacement or correction within five (5) calendar days of notification of such problems. The Contractor, after notice of defect or non-conforming products or services or any part thereof, shall be responsible for any shipping charges and handling costs to and from the Contractor's facility for such rejections, corrections, and replacements as well as any administrative costs that may be incurred. The Contractor shall correct the deficiency and re-submit to the Government for consideration under the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government will require re-performance and may consider the Contractor as having deficient performance with respect to the subject task/subtask.

(End of Section E)

SECTION F – DELIVERABLES AND PERFORMANCE

F-1. PERIOD OF PERFORMANCE. ICE awards of a Labor Hour Contract with a base year and four (4) one (1) year option periods.

F-2. PLACES OF PERFORMANCE. See Attachment J-7 for IHSC Locations.

F-3. 52.242-15 -- Stop-Work Order. (AUG. 1989)

F-4. DELIVERABLES.

Deliverable	Due Date	Frequency
Quality Control Plan	Submitted with proposal and updated as needed	Ongoing activities to ensure quality in all deliverables.
IT Security Plan	Within 30 days after contract award	Updated as needed
Contractor Quality Committee	Within 30 days of contract signature	Ongoing activities to ensure quality in all deliverables.
Training, Licensure and Competency Compliance Plan	Upon contract award and updated as needed	Updated as needed
Contractor Administration Standards Compliance Tool	Upon contract award and updated as needed	Updated as needed
Staff Supervision Plan	Upon contract award and updated as needed	Updated as needed
Site Status Report (J-11)	Upon contract award	Weekly
A Temporary Vacancy/Absence Coverage Plan	Upon contract award and updated as needed	Updated as needed
Staff Scheduling Plan	Upon contract award and updated as needed	Updated as needed
Staff Recognition Policy	Upon contract award and updated as needed	Updated as needed
Ad Hoc/Weekly/Other Meeting Reporting –agenda - minutes	Upon contract award	Upon occurrence of meetings

F-4.1 Records and Reports. The Contractor shall regularly report status of all deliverables both verbally and in writing. The Contractor shall be required to update the Government in weekly meetings as determined by the Government to ensure all deliverables are being met.

F-4.2 Site Status Report. The Contractor shall maintain and submit the Site Status Report electronically to the COR weekly. The Government shall provide Site Status Report under J-11: Site Status Report.

F-5. RECOGNIZED FEDERAL HOLIDAYS.

Listed below are recognized Government holidays; however, the IHSC healthcare delivery system is a 24/7 operation:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G-1. CONTRACT ADMINISTRATION. Notwithstanding the Contractor’s responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the ICE and the Contractor.

The individuals outlined in Section G will be the Government points of contact during the performance of this contract for their respective roles as identified herein:

Contract Specialist:

(b)(6), (b)(7)(C)

Office of Acquisition Management
Detention Compliance and Removals
801 I Street, NW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C)

Administrative Contracting Officer

(b)(6), (b)(7)(C)

Office of Acquisition Management
Detention Compliance and Removals
801 I Street, NW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C)

Contracting Officer

(b)(6), (b)(7)(C)

Office of Acquisition Management
Detention Compliance and Removals
801 I Street, NW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C)

Contracting Officer Representatives

CAPT (b)(6), (b)(7)(C)

ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
500 12th St., SW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
500 12th St., SW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C)

LCDR (b)(6), (b)(7)(C)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
500 12th St., SW
Washington, D.C. 20536
Phone: 202-321-(b)(6);
Email: (b)(6), (b)(7)(C)

The CO has the sole authority to award, modify or terminate contracts and obligate Government funds. The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interest of the United States in its contractual relationships.

G-2. APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE. The Contracting Officer shall designate and authorize, in writing and in accordance with agency procedures, a contracting officer's representative (COR) on all contracts and orders other than those that are firm-fixed price, and for firm-fixed-price contracts and **orders as appropriate.** The Contracting Officer shall designate and authorize a COR as early as practicable after the nomination.

A COR—

- (1) Shall be a Government employee, unless otherwise authorized in agency regulations;
- (2) Shall be certified and maintain certification in accordance with the current Office of Management and Budget memorandum on the Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) guidance, or for DoD, in accordance with the current applicable DoD policy guidance;
- (3) Shall be qualified by training and experience commensurate with the responsibilities to be delegated in accordance with agency procedures;
- (4) May not be delegated responsibility to perform functions that have been delegated under 42.202 to a contract administration office, but may be assigned some duties at 42.302 by the contracting officer;
- (5) Has no authority to make any commitments or changes that affect price, quality, quantity,

delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions;

(6) Shall be nominated either by the requiring activity or in accordance with agency procedures; and

(7) Shall be designated in writing, with copies furnished to the contractor and the contract administration office—

(i) Specifying the extent of the COR's authority to act on behalf of the contracting officer;

(ii) Identifying the limitations on the COR's authority;

(iii) Specifying the period covered by the designation;

(iv) Stating the authority is not redelegable; and

(v) Stating that the COR may be personally liable for unauthorized acts.

G-3. GOVERNMENT PERSONNEL: ROLES AND RESPONSIBILITIES.

(a) **Contracting Officer:** The Contracting Officer (CO) has the overall and primary responsibility for the administration of this contract. Only the CO has the authority to enter into, administer, modify, or terminate this contract on behalf of the Government. This authority includes modifying and deviating from the contract terms, conditions, requirements, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for convenience or default. The CO has authority to delegate certain responsibilities to an authorized Contracting Officer's Representative who will ensure appropriate clinical expertise is provided to address clinical issues. At the CO's discretion a performance requirement or performance deficiency or any other performance variation by the Contractor may be waived. The Contractor may submit a waiver request to the CO in writing on case by case basis.

(b) **Contracting Officer's Representative:** The Contracting Officer (CO) shall appoint a Contracting Officer Representative (COR) with the primary duty to monitor Contractor performance to ensure that all technical requirements under the contract are met within the period of performance. The authorization is not delegable. The COR has the responsibility to inspect all services and is authorized to approve/reject invoices for payment.

1. The COR's responsibilities and duties include:

a. Conduct surveillance in accordance with the QASP. Document surveillance activities and provide a copy of documentation to the CO. Review technical proficiency and compliance against the technical provisions of the contract, and verify the performance of work by the

Contractor;

- b. Perform surveillance of the performance under the contract and conduct inspections necessary to assure performance and compliance with the terms and conditions of the contract;
 - c. Assure prompt review of draft reports and approval of final reports to Contractor to assist with meeting the specified completion date of the contract, and assuring prompt inspection and acceptance, or rejection of deliverable;
 - d. Notify the Contractor of deficiencies observed during surveillance. Record and report to the CO all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder future performance;
 - e. Immediately bring to the Contractor's attention any potentially hazardous conditions. The Contractor is always required to comply with federal Occupational Safety and Health Administration (OSHA) guidelines, applicable labor and environmental laws, as well as any state or local requirements for workplace safety, whether in federal facility or other location; and
 - f. Collaborate with the Regional Clinical Director who has responsibility for clinical oversight and provide feedback to the Contractor concerning any identified issues.
2. The COR shall notify the CO in writing of the following:
- a. Any requests for changes from a Contractor;
 - b. Potential labor disputes or workforce problems;
 - c. Lack of performance which may jeopardize the cost or required schedule;
 - d. Possible changes in Contractor management and/or key personnel;
 - e. Disagreements with the Contractor regarding performance of statement of work (SOW) requirements or other potential disputes with the Contractor about technical or other business matters;
 - f. Any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant;
 - g. Procurement fraud, waste, abuse, bribery, conflict of interest, or other improper conduct to the CO and agency office, such as the OIG; and

- h. All problems, potential disagreements or controversy, both oral and in writing regarding the status of the contract and performance of its requirements.

(c) **Government Technical Monitor (GTM):** The CO may appoint a Government Technical Monitor (GTM) to assist the COR in monitoring a Contractor's performance. A GTM shall be a U.S. Government employee.

(b)(5); WIF Draft

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:

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

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: ICE-ERO/FOD-BTV
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 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) 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 Contractor 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:

4. Safeguarding Information: As a contractor or Contractor 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:

- 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 <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> 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-

(b)(6); or by e-mail at (b)(6); (b)(7)(C)

G-5. TECHNICAL DIRECTION.

(a) Technical Direction is defined to include:

1. Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement; and
3. Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

1. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications;
2. Perform or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government;
3. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer;
4. Issue written interpretations of technical requirements of Government drawings, designs, and specifications;
5. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems; and
6. Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

(c) **LIMITATIONS:** The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may have an impact on the contract schedule, funds, scope or rate of utilization of estimated levels of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(d) In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H-1. GOVERNMENT-CONTRACTOR RELATIONSHIP.

(a) The government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the government and the Contractor and/or between the government and the Contractor's employees. It is, therefore, in the best interest of the government to afford the parties a full and complete understanding of their respective obligations.

(b) Contractor personnel under this contract shall not be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal officer, military or civilian.

H-2. SUBCONTRACTING PLAN & USE OF SUBCONTRACTORS AND INDEPENDENT CONTRACTORS.

The Contractor is permitted to use independent contractors for services rendered under this contract. If the Contractor deems it necessary to obtain the services of a subcontractor to fulfill its obligations under this contract, Contractor will notify the CO in writing of its intent to use subcontractor for particular positions. No approval is necessary for use of a subcontractor that is a subsidiary of Contractor or a subcontractor identified in the Contractor's original proposal. Responsibility remains with the Contractor for all subcontractor and independent Contractors. Any subcontractor utilized by the Contractor shall be responsible for the same requirements as the prime Contractor. Contractor will remain the sole point of contact for the government in all matters related to the delivery of services under this contract.

The Contractor's Subcontracting Plan dated 12/4/2017 is determined to be acceptable and is hereby incorporated by reference as a material part of this contract. In accordance with FAR 19.704(a)(10)(iii) and (iv), submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at [http://\(b\)\(6\);\(b\)\(7\)\(C\)](http://(b)(6);(b)(7)(C)) following the instructions in the eSRS.

The following list constitutes the approved subcontractors under this contract:

1. Ruby Recruiting
2. AllMedSearch
3. Fidelity Partners
4. CompHealth
5. Dartmouth Global Solutions
6. GBX
7. Staffing Etc.
8. Vista Staffing Solutions
9. GiaCare
10. Medical Staffing Solutions
11. Spectrum Services Group

H-3. CONTRACTOR EMPLOYEE IDENTIFICATION. In accordance with FAR 37.114 (c), Special Acquisition Requirements, all contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties, are required to identify themselves as contract employees, including email signature blocks and voicemail, to avoid creating an impression in the minds of members of the public or Congress that they are Government employees. They must also ensure that all documents or reports produced by contractors are employee suitably marked as contractor products, or that contractor participation is appropriately disclosed.

H-4. EMERGENCY, NATURAL DISASTERS, AND OTHER OCCURRENCES. In the event of an emergency, natural disaster, or other occurrence that prevents contractor personnel from reporting to their assigned workplace, the Government may require the contractor to report to a different facility.

H-5. INSURANCE REQUIREMENTS. Medical Liability Insurance:

(a) The Contractor shall provide a loss payee certificate of insurance for medical liability malpractice insurance by at least an AAA rated insurance company. Minimum coverage shall be \$5 million per incident and \$10 million per aggregate. The Contractor shall provide a copy of the certificate within seven (7) calendar days of contract signing and annually prior to expiration each policy year for the duration of the contract.

(b) Contract personnel that furnish services under this contract shall be responsible for ensuring compliance with all laws and regulations applicable to labor and employment including but not limited to the following:

1. Workers Compensation
2. Professional Liability Insurance
3. Health Examinations
4. Income Tax Withholding
5. Social Security Withholding
6. Maintenance of current professional license and/or applicable certification

H-6. DETAINEE PRIVACY. The Contractor is required to follow HIPAA and the Privacy Act laws rules and regulations. The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the DHS regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in **H-29**.

H-7. PUBLIC DISCLOSURE OF WORK UNDER THIS CONTRACT.

(a) Public disclosure of information derived from or knowledge gained as a result of work under this contract whether by press release, word of mouth, written correspondence, or any other means is prohibited without the advance written consent of the Contracting Officer. Any request for authority to release such information will be made in writing and submitted by the Contractor to the Contracting Officer with a copy to the COR. Each request will be

documented with sufficient evidence to justify the requested release as being in the best interest of the public. Final determination with regard to the necessity of public disclosure of such information remains solely with the Contracting Officer.

(b) As used in this clause, the prohibition against "public disclosure" is defined to include a prohibition against disclosure to any governmental agency or unit other than the IHSC, as well as any individual or group of individuals outside of the government.

(c) Contractor agrees to insert the clause in paragraphs (a) and (b) above, in any and all subcontracts hereunder relating to performance of work under this contract.

H-8. PRIVACY

H-8.1 PRIV 1.1: Required Security and Privacy Training for Contractors:

(a) Contractor shall provide training for all employees and sub-Contractors that have access to Sensitive PII as well as the creation, use, dissemination and / or destruction of Sensitive PII, at the outset of the sub-Contractor's / employee's work on the contract and every year thereafter. Said training would include procedures on how to properly handle Sensitive PII, to include security requirements for transporting of transmitting Sensitive PII information, reporting requirements for a suspected breach or loss of Sensitive PII information, etc.

(b) All Contractor employees are required to take Privacy at DHS: Protecting Personal Information training course. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information, regardless of their employment status, be they Federal or contract type employees, to take the annual Information Assurance Awareness Training course.

(c) These courses can be obtained via links on the ICE intranet site or the Agency will make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the ICE COR that the required training has been completed for all the Contractor's employees.

(End of clause)

H-8.2. PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Contracting Officer's Representative (COR) or Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

- a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

H-8.3. PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for notification of victims and provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

H-8.4. PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, sub-Contractor employees, or

independent Contractors terminate working on the contract. The separation check list must cover areas such as: (1) return of any government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/sub-Contractor employee or independent Contractor, including the wiping of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, sub-Contractor employee, or independent Contractor, the Contractor shall notify the COR within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of the employment or work on the contract.

(End of clause)

H-8.5. PRIV 1.5: Prohibition on Use of PII in Vendor Billing and Administrative Records:

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive government information, such as personally identifiable information (PII), created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the COR, COTR, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(End of clause)

H-8.6. PRIV 1.6: Prohibition on Performing Work Outside A Government

Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized government facilities and on authorized government networks, using government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing government furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized government facilities and/or networks at all times.

(End of clause).

H-8.7. PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ICE 011 ENFORCE SORN

DHS/ICE 013 Alien Health Records SORN

These SORNs may be updated at any time and the most current versions are publicly available at www.dhs.gov/privacy.

(End of clause)

H-8.8. PRIV 1.8: Safeguarding Sensitive PII Requirement: Contractor employees shall comply with the Handbook for Safeguarding Sensitive PII at DHS at all times when handling Sensitive PII, including encryption of SPII as required in the Handbook. This requirement will be passed down in all sub-contracts as well.

(End of clause)

H-8.9. PRIV 1.9: Non-Disclosure Agreement Requirement: All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a non-disclosure agreement (DHS Form 11000-6) prior to commencing work.

(End of clause)

H-8.10. PRIV 2.1: Restriction on Testing Using Real Data Containing PII: The use of real data containing Sensitive PII, from any source, for testing purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing whenever feasible. ICE policy requires that any proposal to use real data or de-identified data for IT system testing be approved by the ICE Privacy Officer and Chief Information Security Officer in advance. In the event performance of the contract requires or necessitates the use of real data for system testing purposes, the Contractor in coordination with the CO or COR and government program manager shall obtain approval from OCIO and the ICE Privacy Office and complete any required documentation.

(End of clause)

H-8.11. PRIV 2.2: Restriction on Training Using Real Data Containing PII: The use of real data containing Sensitive PII, from any source, for training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for training whenever feasible. ICE policy requires that any proposal to use real data or de-identified data for IT system training be approved by the ICE Privacy Officer and Chief Information Security Officer in advance. In the event performance of the contract requires or necessitates the use of real data for training purposes, the Contractor in coordination with the CO or COR and government program manager shall obtain approval from OCIO and the ICE Privacy Office and complete any required documentation.

(End of clause)

H-8.12. PRIV 2.3: Requirements for Contractor IT Systems Hosting Government Data: The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor, or any subcontractor, on which Government data shall reside for purposes of IT system development, design, data migration, testing, training, or disposal.

(End of clause)

Requirements for Auditing of User Accounts

[TBD]

H-8.13. PRIV 2.4: Requirements to Support Completion of Privacy Compliance Documents: The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under “Privacy Compliance Process & Templates.” DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(End of clause)

H-8.14. PRIV 2.5: Requirement for Privacy Lead: The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation are kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

- Candidate must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and to synthesize information together from a variety of sources.
- Candidate must have excellent verbal communication and organizational skills.
- Candidate must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Candidate must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Candidate must be able to work well with others.

(End of clause)

H-9. RECORDS

H-9.1 REC: 1.1: Required DHS Basic Records Management Training : Contractor shall provide DHS basic records management training for all employees and sub-Contractors that have access to Sensitive PII as well as the creation, use, dissemination and / or destruction of Sensitive PII, at the outset of the sub-Contractor's / employee's work on the contract and every year thereafter. This course can be obtained via links on the ICE intranet site or the Agency will make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the ICE COR that the required training has been completed for all the Contractor's employees.

(End of clause)

H-9.2. REC 1.2: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the express permission of the Contracting Officer or Contracting Officer's representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise provided in the contract. The Government Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

H-9.3. REC 1.3: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

H-9.4. REC 1.4: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(End of clause)

H-9.5. REC 1.5: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

H-9.6. REC 1.6: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties

imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

(End of clause)

H-9.7. REC 1.7: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

H-10. PRISON RAPE ELIMINATION ACT.

INCORPORATION OF DHS PREA STANDARDS

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede.

The contractor shall be responsible for complying with all provisions applicable to contractors and to medical staff, including:

PREA SECTION	REQUIREMENT(S)
Prevention Planning	115.15 115.16 115.17
Responsive Planning	115.21(3-4)
Training and Education	115.31 115.32 115.35
Assessment for Risk of Victimization and Abusiveness	115.41 115.42(2)
Official Response Following a Detainee Report	115.61 115.62 115.64 115.66 115.67
Discipline	115.77
Medical and Mental Care	115.81

	115.82
	115.83

115.6 Definitions Related to Sexual Abuse and Assault

- (1) Sexual abuse includes –
 - (a) Sexual abuse and assault of a detainee by another detainee; and
 - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
 - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, 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.

- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
 - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, or anus;
 - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
 - (f) Repeated verbal statements or comments of a sexual nature to a detainee;
 - (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or

- (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

PREVENTION PLANNING

115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

115.13 Detainee supervision and monitoring.

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

115.15 Limits to cross-gender viewing and searches.

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service,

program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.
- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

115.17 Hiring and promotion decisions.

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.

- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

115.18 Upgrades to facilities and technologies.

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

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.

- (3) Where evidentiary or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

TRAINING AND EDUCATION

115.31 Staff training.

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
 - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
 - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (c) Definitions and examples of prohibited and illegal sexual behavior;
 - (d) Recognition of situations where sexual abuse may occur;
 - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
 - (f) How to avoid inappropriate relationships with detainees;
 - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
 - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
 - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

115.32 Other training.

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.
- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

115.33 Detainee education.

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
 - (a) Prevention and intervention strategies;
 - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
 - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
 - (d) Information about self-protection and indicators of sexual abuse;
 - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
 - (f) The right of a detainee who has been subjected to sexual abuse to receive
- (2) treatment and counseling. Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
 - (a) The DHS-prescribed sexual assault awareness notice;
 - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
 - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

115.34 Specialized training: Investigations.

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.
- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

115.35 Specialized training: Medical and mental health care.

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

115.41 Assessment for risk of victimization and abusiveness.

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
 - (a) Whether the detainee has a mental, physical, or developmental disability;
 - (b) The age of the detainee;
 - (c) The physical build and appearance of the detainee;
 - (d) Whether the detainee has previously been incarcerated or detained;
 - (e) The nature of the detainee's criminal history;
 - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
 - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
 - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
 - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the detainee's detriment by staff or other detainees or inmates.

115.42 Use of assessment information.

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

115.43 Protective custody.

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:
 - (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
 - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.

- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

REPORTING

115.51 Detainee reporting.

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

115.52 Grievances.

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.
- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

115.53 Detainee access to outside confidential support services.

- (1) Each facility shall utilize 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 perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding 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.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

115.54 Third-party reporting.

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the reporting requirements set forth in the agency's and facility's written policies and procedures.
- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make

medical treatment, investigation, law enforcement, or other security and management decisions.

115.62 Protection duties.

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

115.63 Reporting to other confinement facilities.

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

115.64 Responder duties.

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
 - (a) Separate the alleged victim and abuser;
 - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
 - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
 - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

115.65 Coordinated response.

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.

- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

115.66 Protection of detainees from contact with alleged abusers.

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

115.67 Agency protection against retaliation.

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

115.68 Post-allegation protective custody.

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee 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.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

INVESTIGATIONS

115.71 Criminal and administrative investigations.

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.

- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
 - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
 - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
 - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
 - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
 - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
 - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
 - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

DISCIPLINE

115.76 Disciplinary sanctions for staff.

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and

procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.

- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

115.77 Corrective action for contractors and volunteers.

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

115.78 Disciplinary sanctions for detainees.

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall 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.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely

reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

MEDICAL AND MENTAL CARE

115.81 Medical and mental health assessments; history of sexual abuse.

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

115.82 Access to emergency medical and mental health services.

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.
- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

DATA COLLECTION AND REVIEW

115.86 Sexual abuse incident reviews.

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

115.87 Data collection.

- (1) Each facility shall maintain in a secure area 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 in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

AUDITS AND COMPLIANCE

115.93 Audits of standards.

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency

may also include referrals to resources that may assist the facility with PREA-related issues.

ADDITIONAL PROVISIONS IN AGENCY POLICIES

115.95 Additional provisions in agency policies.

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.

H-11. EMPLOYMENT OF NON-UNITED STATES CITIZENS AND E-VERIFY PROGRAM.

(a) Federal statutes and Executive Orders (EOs) require employers to abide by the immigration laws of the United States (U.S.) and to employ in the U.S. only individuals who are eligible to work in the U.S. In particular, the Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a), requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, recruiting, or referring for a fee, of aliens who are not authorized to work in the U.S.

(b) By its performance of this Contract, the Contractor certifies that it has complied and will comply with IRCA and all other U.S. statutes and EOs that address immigration and employment of individuals eligible to work in the U.S. The Contractor expressly certifies that it has verified the identity and employment eligibility of any individual who is hired for employment or continues to be employed to work under this Contract. The Contractor certifies further that it will ensure, prior to the award of any subcontract for work under this Contract that current and proposed subcontractors employing four or more individuals are in compliance with IRCA and all other applicable U.S. statutes and EOs. Questions regarding compliance under the IRCA may be directed to U.S. Department of Justice, Immigration and Naturalization Service.

(c) The E-Verify program provides an internet-based means of verifying employment eligibility of workers employed in the U.S. Although the E-Verify program is NOT a substitute for any other employment eligibility verification required by Federal statutes and EOs, it is a free tool to facilitate compliance with the IRCA and other applicable statutes and EOs. Information on registration for and use of the E-Verify program is available at the Department of Homeland Security web-site: <http://www.dhs.gov/E-Verify>.

(d) Definitions. As used in this clause-

“Alien” means any person not a citizen or national of the United States.

“United States” means the continental United States, Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

H-12. REPRESENTATION. The Contractor shall not represent or permit itself or its employees to be represented as agents or employees of the United States Government, and shall not use the names or acronyms of DHS, ICE, DCR, or IHSC on advertising material. The

Contractor shall not represent, expressly or by implication, that the services provided under this contract are endorsed by any element of the government.

H-13. SUBMITTAL REQUIREMENTS. Offerors responding to this solicitation are required to reference Section L of this solicitation for proposal submittal requirements.

(End of Section H)

SECTION B – SERVICES and PRICES/COSTS

B-1. PURPOSE. The purpose of this contract is to provide on-site medical staffing services to provide a continuum of health care services to ICE residents/detainees 24 hours a day, seven (7) days per week, and 365 calendar days per year (24/7/365) at clinic sites where applicable, and standard business hours for the headquarters location (**See J-1: Preliminary Site Staffing Matrix and J-7: IHSC Locations**). The Contractor shall pay each labor category a labor rate no less than amounts identified in the proper Service Wage Rate designated for the respective area.

B-2. CONTRACT TYPE. The Government intends to award one commercial services Labor Hour/Time and Material type contract pursuant to FAR Part 12 and Part 15. All authorized travel shall be paid in accordance with the Federal Travel Regulation (FTR) without any application of overhead under Time and Material CLINS. For the consideration set forth below, the Contractor shall provide staffing sufficient to perform the estimated level of effort summarized below to accomplish the tasks and achieve the results set forth in Section C.

B-3. ESTIMATED LEVEL OF EFFORT

The Preliminary Site Staffing Matrix represents the Government's best estimate of the annual level of effort anticipated for each facility. The Government reserves the right to make modifications to the Site Staffing Matrix as required to support the needs of the Government.

- (a) **BASE PERIOD.** The base period of performance starts on the date of award and runs through one calendar year. The transition period for the contract contemplated by this solicitation is a maximum of 60 calendar days, and also starts on the date of award. The Government understands that with the Transition Period during the Base Period, the actual level of effort will most likely not reach the estimates noted below due to the transition period.

South Texas Family Residential Center/Dilley: Given the uncertainty regarding the continuation of operations at the South Texas Family Residential Center at Dilley, Dilley is included as an option under this contract. If operations are continued at the Dilley facility and the option is exercised, the estimated labor hours for this site during the Base Period are based on Dilley being the final facility to be transitioned in the contract (Contractor shall have 60 days to Transition Dilley). If any Option Period is exercised for the Dilley facility, the estimated Level of Effort for this facility is 249,600 hours per year.

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. GENERAL. This is a non-personal commercial services contract, as defined in Federal Acquisition Regulation (FAR) FAR 37.101, to provide medical, dental, mental health, nursing and administrative staffing support to the U.S. Immigration and Customs Enforcement Health Services Corps (IHSC).

IHSCs mission is to manage and provide medical care to maintain the health of individuals in the custody of Immigration Customs Enforcement (ICE) through an integrated health care delivery system, based on nationally recognized correctional and detention health care standards. The Agency is committed to providing healthcare services to protect the nation's health; reduce global disease; and support the safe apprehension, enforcement, and removal of detained individuals involved in immigration proceedings. IHSC is committed to ensuring a system of care that is ethical, responsible, and accountable through rigorous surveillance and monitoring activities that are in place.

C-2. BACKGROUND. IHSC has a multi-sector, multidisciplinary workforce of more than 1000 employees, including U.S. Public Health Service (PHS) Commissioned Officers, federal civil servants, and contract staff. The IHSC provides on-site direct patient care to ICE detainees/residents at 22 locations throughout the United States, including Headquarters, and manages the provision of off-site medical care for detainees housed in approximately 250 additional facilities. The ICE detained population is approximately 34,000 detainees per day, with an average length of stay of 30 days, and over 400,000 detainees annually. The IHSC also provides medical support during ICE enforcement operations in the air, on the ground, and at sea.

This is a diverse, multi-cultural and multi-national population where greater than 20 different cultures and languages may be encountered at any given site. The detained population often requires management consideration for facility placement stratified by risk, custody, gender, age, nationality, health and other considerations.

IHSC is the health authority for ICE on all detainee/resident medical and health-related matters. As such, IHSC manages and provides a range of medical, dental, mental health and nursing care in order to maintain the health of adults and minors in ICE's custody through an integrated health care delivery system. This system is governed by nationally recognized standards of care for medical practice, and is monitored by community level accreditation bodies and established ICE detention and residential standards.

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.

(b)(5)



Section C-4 – C-7 will cover all sites EXCLUDING South Texas Family Residential Center located in Dilley, TX.

C-4. SPECIFIC TASKS/SERVICES. The Contractor shall render the following services to the government:

- (a) The Contractor shall be responsible for providing fully qualified employees in accordance with the position descriptions outlined in **J-3: Position Descriptions**. Certifications, Degrees, Licensing, etc. shall be provided by the Contractor at the request of the government.
- (b) The Contractor shall regularly report status of all deliverables both verbally and in writing. The Contractor shall be required to update the Government in weekly meetings as determined by the Government to ensure all deliverables are being met.
- (c) The Site Status Report template (**J-11 – Site Status Report**) shall be provided by the Government and may be modified during the life of the contract based on the government's needs. The Contractor shall maintain and submit the completed report electronically to the Contracting Officer Representative (COR) weekly.

C-5. QUALITY CONTROL.

- (a) The Contractor shall create and implement for the duration of the contract a Quality Control Plan (QCP) inclusive of all performance requirements; QASP and deliverables detailed within this SOW; and **Section F-4: Deliverables**.
- (b) The Contractor shall execute and document the QCP activities, compliance status and performance outcomes. The QCP shall include inspection, validation, evaluation, corrective action and procedures necessary to achieve quality control.
- (c) The Contractor will implement a corrective action plan in areas found deficient in performance, and ensure that all documentation (e.g. internal audit reports) related to such actions are available to the COR and the CO at any time during the execution and close-out of this contract. The QCP shall include procedures to identify, prevent, and ensure non-recurrence of defective or inadequate services. The accuracy of reports and documentation shall be the responsibility of the Contractor.
- (d) All quality control reports submitted by the Contractor shall be subject to Government verification. Satisfactory performance in this area is indicative of the Contractor maintaining an acceptable QCP and will be substantiated based on the performance measures outlined in the QASP.
- (d) The draft QCP shall be delivered with the Contractor's proposal. If adjustments are made to the QCP by the Contractor after award, the Contractor shall provide three (3) copies of the updated QCP to the CO and to the COR within thirty (30) calendar days after award. The QCP shall be updated regularly by the Contractor and copies of the updated plan shall be provided to the CO and the COR.
- (e) The plan shall be an organized written document used to describe the method(s) for identifying and preventing defects in the quality of service performed by the Contractor before the level of performance becomes unacceptable.
- (f) The Contractor shall define and implement monthly quality assurance reviews and internal audit procedures in a QCP.
- (g) The Contractor shall execute and document the results of such reviews and audits, implement a corrective action plan on areas found deficient in performance, and ensure that all documentation (e.g. internal audit reports) related to them are available to the COR and the CO at any time during the execution and close-out of this contract.
- (h) The plan shall include procedures to identify, prevent, and ensure non-recurrence of defective services. The QCP shall include inspection, validation, evaluation, corrective action and procedures necessary to achieve quality control. The accuracy of reports and documentation shall be the responsibility of the Contractor. All monthly quality control reports submitted by the Contractor shall be subject to Government verification. Satisfactory performance in this area is indicative of the Contractor maintaining an acceptable quality

control program and will be substantiated based on the performance measures outlined in the QASP.

- (i) At a minimum IHSC requires the following functions to be included in the QCP:
 - (1) Establishment of a **Contractor Quality Committee** that provides oversight to quality monitoring and improvement activities related to all deliverables under this SOW including QASP.
 - (2) A **Training, Licensure and Competency Compliance Plan**. The Contractor shall propose and describe in detail a plan to ensure completion of all training, licensure, certification and competency assessment. The plan should outline how the Contractor will conduct on-site, discipline specific training and competency assessment and ensure licensing, and or certifications for all contract personnel are current for each employee, regardless of how many hours they provide to the Contractor at the facility. The Contractor may propose to use a web based solution as part of this plan.
 - (3) A **Temporary Vacancy/Absence Coverage Plan**. The Contractor shall propose and describe in detail, a plan for coverage of sick, annual, emergency, Family Medical Leave Act (FMLA), Leave of Absence (LOA), Paid Time Off (PTO), Military, and any other occasion that may result in absence from work for a day or longer.
 - (4) A **Staff Supervision Plan**. The Contractor shall propose and describe in detail a supervision plan with the goal of providing, to the greatest extent possible, direct on-site supervision and direction to their employees. It is expected the ratio of clinical to supervisory work for the Key Personnel will vary depending on the number of contract staff under his or her purview. The ~~proposal~~plan should address the following:
 - a. On site supervision approaches and off site management strategies.
 - b. Frequency and duration of on-site supervision.
 - c. Number of Key Personnel dedicated to this activity and their geographic location and or distance from respective supervised site, if any.
 - d. Plan for addressing locally, HR issues and actions, annual staff evaluations, staff scheduling and communication in collaboration with the onsite local Government Technical Monitor.
 - (5) **Site Status Report**. This weekly tool (**J-11: Site Status Report**) will identify staff name by position code and corresponding site. It will also capture the following:
 - a. Comprehensive listing of all staff currently on-site and working by site and position code and discipline.

- b. Resignation and or termination dates (including advanced notice of resignations) and e-QIP submission and PSU determination status and start date corresponding with each vacancy, as set forth in the QASP timeline.
 - c. Staff pending PSU Determinations
 - d. HR actions
- (6) **Staff Scheduling Plan.** The Contractor shall propose and describe in detail, the methods, practices and operational assumptions used to schedule their staff at each site, based on **J-1: Site Staffing Matrix** and in seamless collaboration with the on-site Government Technical Monitor (GTM).
- (7) **Staff Recognition Policy.** The Contractor shall provide their existing or proposed policy for this contract that encompasses employee recognition.
- (8) QCP conclusions and actions will be reported to the government on a monthly basis unless otherwise requested.

C-6. CONTRACTOR PERSONNEL: ROLES AND RESPONSIBILITIES.

(a) **Key Personnel.** The Government considers certain Contractor personnel to be critical. There will be two types of Key Personnel: off -site and on-site. All Key Personnel positions must be approved by the government in advance. The Government shall have the right to reject Key Personnel used by Contractor if they fail to meet the position description requirements. The Contractor must submit to the COR the resume of proposed Key Personnel for review and approval or rejection. The resume for all On-Site Key Personnel must meet the position description requirements. Key Personnel positions will serve for the life of the contract, or until replacements that meet the position description requirements are submitted by the Contractor and approved by the CO via the COR as noted above.

(1) **Off-Site Key Personnel.** The positions of Program Manager and Assistant Program Manager are off site Key Personnel. There will be a single Program Manager and Assistant Program Manager for all IHSC sites including Dilley Texas. The Contractor may use other titles, which must be explained in the proposal. The Government shall have the right to reject off-site Key Personnel used by Contractor if they fail to meet the position description requirements. The Contractor may use other titles, which must be explained in the proposal.

Program Manager and Assistant Program Manager. The Contractor shall identify a minimum of two corporate representatives (Program Manager and Assistant Program Manager) that shall be responsible for the performance of all work under this contract. The Program Manager and Assistant Program Manger shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. These individuals are responsible for the overall execution and administration of the programs under this contract. They function as the single point of contact for the

Contracting Officer's Representative (COR) and Contracting Officer (CO). The Contractor shall identify those times when the alternate shall be the primary point of contact. The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of supervisory personnel before commencement of services.

- (2) **On-Site Key Personnel.** The position of Contract Coordinator is an On-Site Key Personnel position. On-site key personnel perform their duties at their respective locations.

Contractor Coordinators. The Contractor shall identify in its Staff Supervision Plan (see requirement in QCP) the number of on-site supervisors required to meet the supervision plan requirement in accordance with this SOW. The Contract Coordinators will work in seamless coordination with the on-site Government Technical Monitors.

- (b) **Changes in Key Personnel.** The Government must approve any change in Key Personnel. The Government shall have the right to reject Key Personnel used by Contractor if they fail to meet the position description requirements. The request for a Key Personnel change should be made in writing to the COR (e-mail is acceptable) with an explanation of the circumstances necessitating the proposed substitution. The qualifications of proposed substitute Key Personnel must meet or exceed the position description requirements. Substitute Key Personnel must be approved by the Government. The CO or COR will confer with the Contractor and either accept or reject the replacement within ten (10) calendar days. The replacement shall be on boarded within thirty (30) calendar days of vacancy. The Contractor must ensure continuity of functions during any change in key personnel.

C-7. OPERATING PARAMETERS. Contractor shall fully comply with the following rules, guides and regulations, as applicable, for the duration of the contract:

- The Immigration and Nationality Act (INA) as amended, 8 U.S.C. 1101 et seq.
- Homeland Security Act of 2002 (HSA), as amended
- National Commission on Correctional Health care (NCCHC) (where applicable)
- Title 8 Code of Federal Regulations (CFR), as amended IHSC Policy
- Procedure and Process Guides Occupational Safety and Health Administration (OSHA)
- ICE and IHSC Codes of Conduct
- State Welfare Codes
- State licensing governance where facility is located
- State Departments of Health or other governing entities as appropriate
- IHSC National Policy Directives
- American Correctional Association (ACA) (where applicable)
- ICE Performance Based National Detention Standards (PBNDS) 2011, 2008 where Applicable
- ICE Family Residential Standards (ICE FRS) - Residential and Family Residential Facilities, where applicable

- Prison Rape Elimination Act (PREA): See H-10

The Government reserves the right to adjust this list at any time based on the mission, changing health care needs, legislation, or other circumstances that dictate changes in practice. The Contractor will have 30 calendar days to comply with changes to the above documents. The Contractor may request a waiver or time extension for any changes. To do so, the Contractor shall submit a waiver request to the Contracting Officer (CO) in writing on a case by case basis. After consultation with IHSC and at the Contracting Officer's discretion, waivers and time extensions will be considered.

Section C-8 – C-13 will ONLY cover South Texas Family Residential Center located in Dilley, TX

C-8. OBJECTIVE. The objective of this contract is to obtain highly qualified clinical and ancillary staffing in support of the U.S. Immigration and Customs Enforcement (ICE) Health Services Corps, specific to the needs of the STFRC population as required in this Statement of Work. IHSC requires the Contractor shall provide full spectrum on-site healthcare support services to ICE residents twenty-four (24) hours daily, seven (7) days per week, three hundred and sixty five (365) calendar days per year. Services shall include clinical, administrative and management components and shall require no additional support by federal staff as noted in **J-1: STFRC Site Staffing Matrix**.

C-9. SCOPE OF SERVICES. IHSC requires on-site staffing support services to provide a continuum of health care services to ICE residents twenty-four (24) hours a day, seven (7) days per week, and three hundred and sixty five (365) days per calendar year. The scope of medical and ancillary staffing are outlined in **J-3: Position Descriptions** and the volume of staff estimated by the government for facility operations can be found in **J-1: STFRC Site Staffing Matrix**. The government reserves the right to add or remove positions from the staffing matrix in accordance with mission needs.

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 other administrative professions. All offsite and emergent care shall be in compliance with the MedPars system outlined in **J-4: Offsite and Emergent Care**.

C-10. OPERATING ENVIRONMENT. The ICE detention system utilizes Family Residential Facilities for family units composed of one or more minor children and their adult mother. In such settings, the custody environment, and expected practices, models the intent of a community residential setting. Specific Family Residential Standards have been established by ICE to define expected outcomes and practices and to which compliance is mandatory.

C-11. IMMUNIZATION PROGRAM. The collaborative effort of the Contractor through training and staffing is essential for IHSC to promote its public health initiative, the National Juvenile Immunization Program. In accordance with OM 15-013, the Government utilizes the recommended guidelines from the American Academy of Pediatrics (AAP) and the Advisory

Committee on Immunization Practices (ACIP) to develop an immunization schedule to ensure all pediatric residents are immunized within fourteen days of arrival to the facility. The schedule also takes into account a prioritization of immunizations based on the primary countries of origin and their length of stay. IHSC partners with the Texas Vaccine for Children program to promote and practice the safe handling and administration of vaccines at STFRC. The Contractor staff will be expected to provide the clinical services to meet the OM timeframe and provide appropriate vaccinations in accordance with the CDC catch-up schedule.

C-12. OPERATING PARAMETERS. Contractor shall fully comply with the following rules, guides and regulations, as applicable, for the duration of the contract:

- The Immigration and Nationality Act (INA) as amended, 8 U.S.C. 1101 et seq.
- Homeland Security Act of 2002 (HSA), as amended
- Title 8 Code of Federal Regulations (CFR), as amended
- IHSC Policy Procedure and Process Guides and Operational Memorandum
- Occupational Safety and Health Administration (OSHA)
- ICE Family Residential Standards (ICE FRS)
- ICE and IHSC Codes of Conduct
- Texas State Welfare Codes
- Prison Rape Elimination Act (PREA): See H-10

The Government reserves the right to adjust this list at any time based on the mission, changing health care needs, legislation, or other circumstances that dictate changes in practice. The Contractor will have 30 calendar days to comply with changes to the above documents. The Contractor may request a waiver or time extension for any changes. To do so, the Contractor shall submit a waiver request to the CO in writing on a case by case basis. After consultation with IHSC and at the Contract Officer's discretion, waivers and time extensions will be considered.

C-13. CONTRACTOR PERSONNEL: ROLES AND RESPONSIBILITIES.

(a) **Key Personnel.** The Government considers certain Contractor personnel to be critical. All Key Personnel positions must be approved by the government in advance. The Government shall have the right to reject Key Personnel used by Contractor if they fail to meet the position description requirements. The Contractor must submit to the COR the resume of proposed Key Personnel for review and approval or rejection. The resume for all On-Site Key Personnel must meet the position description requirements. Key Personnel positions will serve for the life of the contract, or until replacements that meet the position description requirements are submitted by the Contractor and approved by the CO via the COR as noted above

(1) **On-Site Key Personnel.** The positions of Clinical Services Manager, Nurse Manager and Contract Coordinator are On-Site Key Personnel. On-site key personnel perform their duties at the Dilley, TX location.

- a. Contract Coordinator. The Contract Coordinator will be the on-site supervisor for the contract staff and will be recognized as Key Personnel for the life of the contract. The Contract Coordinators will work in seamless coordination with the on-site Government Technical Monitors.
 - b. Clinical Services Manager and Nurse Manager. The Clinical Services Manager and Nurse Manager retain full responsibility for clinical oversight and direction for Contractor's clinical staff as well as the medical management and services for each of the residents during the provision of healthcare services at the STFRC in accordance with IHSC policy and procedure.
- (b) **Clinical Services Manager and physician providers:** As per the position description, the CSM may be a Pediatrician, Family Practice physician or other board certified physician if approved in advance by the IHSC Medical Director. The Government expects that just over 50% of the STFRC residents will be between the ages of 1-21. **The government therefore requires the Contractor to include two full time pediatricians as per the position description in the staffing composition.** If the CSM is a Pediatrician, this provider fulfills one of the two full time Board Certified Pediatricians required for the facility.
- (c) **Changes in Key Personnel. The Government must approve any change in Key Personnel.** Approval shall not be unreasonably withheld and may be rejected by the Government if Key Personnel fail to meet the position description requirements. The request for a Key Personnel change should be made in writing to the COR (e-mail is acceptable) with an explanation of the circumstances necessitating the proposed substitution. The qualifications of proposed substitute Key Personnel must meet the position description requirement. Substitute Key Personnel must be approved by the Government. The CO or COR will confer with the Contractor and either accept or reject the replacement within ten (10) calendar days. The Contractor shall provide an acceptable interim replacement. The permanent replacement shall be on boarded within thirty (30) calendar days of vacancy.

Sections C-14 – C-34 SHALL pertain to ALL sites INCLUDING South Texas Family Residential Center located in Dilley, TX

C-14. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). The Government shall evaluate the Contractor's performance under this contract in accordance with **J-2:– (QASP)**. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the Contract. The QASP defines the Major Functional Areas to be assessed and corresponding Performance Requirements, Performance Measures, Methods of Surveillance, Acceptable Quality Levels and Deduction/Withholding Criteria. The Contractor shall achieve the quality level in all functions of the QASP. The performance measures outlined in the QASP shall be used to determine the quality level achieved by the Contractor and shall also identify the method of surveillance and deduction/withholding criteria.

The government shall evaluate the contractor's performance under this contract using periodic inspections. All inspections will be recorded by the government. When an inspection indicates defective performance, the COR will notify the Contracting Officer and the Contractor of the

inspection.

C-15. STAFFING REQUIREMENTS. The Contractor shall use its professional expertise to meet the government 24/7/365 staffing requirement as defined in **J-3: Position Descriptions**. This shall include, but is not limited to the personnel and functions listed below:

- (a) Additional Electronic Questionnaires for Investigation Processing (e-QIP) submission should be offered by the Contractor in the event that the original candidate is not cleared within the specified timeframe
- (b) Contractor is expected to have capacity to conduct 100% pre-clearance on all candidates prior to e-QIP initiation, they include but are not limited to credit worthiness, criminal background, foreign school education, family living outside USA, tax issues, legal issues, licensing irregularities, sanctions list review;
- (c) Candidates electing to complete the e-QIP may be provided information on the SF-86 in advance of initiating e-QIP to gather the required information.
<http://www.opm.gov/investigations/e-qip-application/completingsf86.pdf>
- (d) Designation of Key Personnel – Program Management Team and Contract Coordinators, as described above;
- (e) Recruitment, selection and placement of qualified (licensed, credentialed, and security cleared) personnel to fulfill staffing requirements as described in **J-3: Position Descriptions** and **J-6:- Credentialing and Privileging Documents**. Site visits by candidates are a prerequisite to onboarding. The government will not accept on site any applicant that has not participated in a site visit as part of the recruitment process unless approved by COR in writing.
- (f) Shift- Call outs, vacancies, and temporary vacancies shall be filled according to plan provided by the Contractor and in accordance with the QASP. The plan will ensure the uninterrupted provision of services at required staffing levels;
- (g) Staff must successfully complete requisite training and competency assessment (initial and annual) without interrupting daily operations;
- (h) Support Operational Health care initiatives in order to meet the ICE/IHSC mission needs;
- (i) Provision of health care personnel that exhibit practical experience with the use of medical service technologies and automation systems especially with electronic health record systems and tele-health systems;
- (j) Provision of personnel who have demonstrated work experience in a diverse multi-cultural and multi-language environment, who can work through translation services, if not fluent in a second language, second language skills should be sought in all candidates as a preference. Must be fluent in the English language, speaking, reading and writing;

- (k) Provision of personnel who are willing and able to work in a detention/residential/family residential setting where the population consists of administrative offenders of immigration law;
- (l) Based on the needs of IHSC, more specialized medical and non-medical personnel may be requested;
- (m) The Government may add or delete positions at any time at its sole discretion. The Contractor will be given thirty (30) calendar days to increase or decrease effort identified in a modification. The Contractor shall provide thirty (30) days' notice to its effected employees due to a contract modification whereby position codes and associated staff are removed.
- (n) The Contractor shall assign a position code with the submission of each e-QIP initiation and upon hiring of staff.
- (o) The Contractor shall conduct an exit interview with each contract employee and provide a reason for either resignation or termination on the Quarterly Report. The Contractor will also document the return of government issued PIV, local identification card and any government furnished equipment (GFE);
- (p) Contract employees are subject to state statutes and laws where the facility is located;
- (q) Pay must be compliant with U.S. Department of Labor standards.

C.16. QUARTERLY REVIEW MEETINGS.

At the Government's direction, the Contractor shall coordinate, arrange, and provide a quarterly and/or periodic review meeting at the request of the Government onsite, virtually or a combination of both. The meeting attendance requirement will include all contract Key Personnel (PM, Assistant PM). Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. These meetings may take place virtually or onsite. At these meetings, the COR will notify the Contractor of how the Government views the Contractor's performance and the Contractor will inform the Government of any problems being experienced. Appropriate action shall be taken to resolve outstanding issues. Should additional meetings be required to resolve outstanding issues, these meetings shall be at no additional cost to the Government. The requestor will provide an agenda up to fourteen (14) calendar days prior to the quarterly and/or periodic review meetings that will be approved by the COR. The Contractor shall provide an electronic version of the briefing to the Government one week prior to the program review.

C-17. MINIMUM PERSONNEL QUALIFICATIONS STANDARDS.

- (a) The Contractor shall ensure that each person employed by the Contractor or any sub-Contractor(s) meet the following minimum requirements:

1. Have a social security card issued and approved by the Social Security Administration;
 2. Be a United States citizen, having legally resided in the U.S. for the last five years (unless abroad on official U.S. government duty);
 3. Possess a high school diploma or equivalent (GED);
 4. Obtain a favorable Suitability for Employment determination;
 5. Receive a preliminary favorable fitness determination, then a complete favorable fitness determination;
 6. Must complete and sign a Form I-9, "Employment Eligibility Verification," and verify through E-Verify before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work;
 7. Be a minimum of 18 years of age; and
 8. Be in good health and capable of performing the work under this contract. Employees shall adhere to IHSC Employee Health requirements outlined in **J-5: Employee Health**. Employees shall perform all duties as indicated in the position description without assistance and shall be able to assist other staff and residents to evacuate him/her from the facility in case of emergency (i.e. fire, riot, natural disaster).
 9. No contractor employee will be debarred from government contracts.
- (b) Prior to the assignment or reassignment, the Contractor shall certify in writing to the COR that each contract employee is in full compliance with the physical requirements identified within the corresponding position description. The Contractor shall at all times provide the Government Technical Monitor with access to staff personnel files, credential files, and any other items related to deliverables or compliance measures within this contract requirement (see **J-9-Documents Checklist**). Additionally such files will be kept on site for the duration of the contract period.
- (c) The Contractor shall be responsible for negligent acts and omissions of its employees and of any sub-Contractor(s) and their employees and indemnify the government in the event of any loss.

C-18. STANDARDS OF CONDUCT FOR CONTRACTOR PERSONNEL.

- (a) The Contractor has sole responsibility for supervising and directing their employees and sub-Contractors for the period of this contract. The Contractor shall not have responsibility to oversee or dictate processes or procedures of non-medical facility operations. The Contractor shall notify the government immediately upon acquiring knowledge of any issue that may

place detainees or residents at risk. Non emergent issues must be reported in two (2) calendar days. In the event the Government determines the performance of assigned Contractor personnel or any substitute(s) to be unsatisfactory at any time during the life of this contract, the Government reserves the right to officially notify the Contractor of any identified misconduct or performance issue such as failure to demonstrate appropriate skills, and to demand corrective action to include immediate removal from the facility. Government notification will include a written summary of the misconduct or performance issue. Failure to meet licensure, certification, and security suitability requirements are grounds for immediate removal of the contract personnel by the Government from the facility. Any Contractor employee exhibiting disruptive behavior will be removed immediately from the facility and the Contractor will be notified, in writing, by the COR.

- (b) The Contractor shall require and provide written documentation verifying employees have read, understand, signed and will comply with a Contractor Standards of Conduct policy that contain the following elements:
1. They shall acknowledge that violation of these standards may result in removal from the government premises. This acknowledgement shall be maintained in the onsite training file by the Contractor;
 2. The Contractor is responsible for providing immediate written notification to the on-site Government Technical Monitor (GTM) and COR of any issue concerning the potential violation of their conditions of employment by any of its employees providing services at IHSC facilities;
 3. Contractor personnel identified as potential security risks may be immediately removed from the facility at the discretion and direction of on-site security personnel, GTM or COR;
 4. The Contractor, its subcontractors and their employees are expected to fully participate in clinical or personal investigations;
 5. The Contractor shall immediately report to the GTM and COR any violations or alleged violations of the standards of conduct;
 6. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action, up to and including termination of the contract for default;
 7. Contractor staff shall be prohibited from providing legal advice to residents and from interfering with residents' immigration status proceedings or the execution of final orders of the Immigration Court. Contact with detainees or residents or any detainee or resident family member outside the facility is strictly prohibited during custody. Furthermore, any employee with a relationship with detainee or detainee's family is required to report such relationship to the employer immediately (within 24 hours) and

the Contractor shall report such information to the COR immediately (within 24 hours of report) for awareness and further action as necessary. Once the detainee is released, no official contact is permitted;

8. Contractor's personnel will have no direct or indirect contact with the news media, including free-lance reporters, and will report to the Contractor any contact or attempt of contact within 24 hours of knowledge of any such incident. The Contractor shall notify the COR and the CO of any media contact or attempts to contact. The notification shall identify the methods of contact including voicemails, emails, letters, notes or any other tangible forms, or a detailed description of any face-to-face attempts.
9. Disruptive behavior or threatening to harm another by Contractor employees or subcontractors is grounds for immediate removal from the facility;
10. The Contractor shall immediately remove its employee or subcontractor employee from performing duties under this contract and comply with further guidance from the CO upon learning of adverse or disqualifying information. The Contractor shall not submit and the Government shall not pay for invoiced hours for a Contractor on administrative leave due to any actions potentially in violation of the Standards of Conduct. Disqualifying information may include, but is not limited to:
 - a. Conviction of a crime (felony offenses);
 - b. A record of arrests for traffic offenses (especially DUI); and
 - c. False information entered on suitability forms.
11. At no time will a Contractor's employees nor its subcontractor's employees make statements or represent themselves as government employees to include but not limited to, using social media.

C-19. USE OF SUBCONTRACTORS AND INDEPENDENT CONTRACTORS.

Contractor is permitted to use independent contractors and or subcontractors for services rendered under this contract unless debarred from government contracts. If Contractor deems it necessary to obtain the services of a subcontractor to fulfill its obligations under this SOW, the Contractor will notify the CO in writing of its intent to use subcontractors for particular positions. No approval is necessary for use of a subcontractor that is a subsidiary of the Prime Contractor or if the subcontractor was identified in the Prime Contractor's proposal in response to the RFP. Responsibility remains with the Prime Contractor for all subcontractor and independent Contractors. Any subcontractor utilized by the Prime Contractor will be held to the same standards as those required of the Prime Contractor. All staff working under this contract shall identify themselves as employees of the Contractor. The Prime Contractor will remain the sole point of contact for the government in all matters related to the delivery of services under this contract without exception. Any and all documentation, memos etc. submitted to the government will be identified as the product of the Prime Contractor.

C-20. SECURITY REQUIREMENTS.

GENERAL

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

PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees, whether a replacement, addition, subcontractor employee, or vendor employee, shall submit the following security vetting documentation to OPR-PSU, in coordination with the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by applicant in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by applicant in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. March 2013) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
4. Foreign National Relatives or Associates Statement. **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**
6. Optional Form 306 Declaration for Federal Employment **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**
7. Two additional documents may be applicable if applicant was born abroad and/or if work is in a Detention Environment. If applicable, additional form(s) and instructions will be provided to applicant.

Prospective Contractor employees who currently have an adequate, current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit a complete security packet. Information on record will be reviewed and considered for use under Contractor Fitness Reciprocity if applicable.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years.

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation a DHS 11000-25 with ICE supplemental page will be submitted to PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change."

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

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

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR

2635, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTING:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. 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 Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

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

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

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

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

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

SECURITY MANAGEMENT

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

The COR and 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 COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor 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.* Contractor personnel must have favorably adjudicated background investigations

commensurate with the defined sensitivity level.

Contractors 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).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting ICE.ADSEC@ICE.dhs.gov. Department contractors, 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).

C-21. EMPLOYMENT SCREENING REQUIREMENTS.

(a) The Contractor shall certify in writing to the Contracting Officer prior to commencement of work, that each employee performing under this Agreement who has access to ICE detainees, has successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks, and a citizenship check. Screening criteria that will exclude applicants from consideration to perform under this agreement include:

1. Felony convictions (including felony drug convictions);
2. Conviction of a sex crime;
3. Offenses involving a child victim;
4. Pattern of arrests, with or without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission; and
5. Intentional falsification and/or omission of pertinent personal information to influence a

favorable employment decision.

- (b) Subject to existing law, regulations and/or other provisions of this Contract, illegal or undocumented aliens shall not be employed by the Contractor.
- (c) **US citizenship is a requirement for all employees working on this Contract except when special flights prohibit use of US citizens.** The Contractor shall certify in writing to the Contracting Officer that each employee prior to commencement of work on this Contract has a Social Security Card issued and approved by the Social Security Administration.
- (d) The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this Contract.
- (e) The Contractor will submit to the ICE Personnel Security Unit (PSU) a completed Building Access Request Form (Attachment A) for each employee who has access to ICE detainees while performing under this Agreement. This form will be submitted as soon as possible after contract award to permit completion of access screening by PSU prior to commencement of work by a contract employee. ICE reserves the right to deny and/or restrict access of any contract employee whose history includes screening criteria listed above, actions in conflict with the standards of conduct 5 CFR 2635 and 5 CFR 3801, or whom ICE determines has a pattern of arrests with or without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.

C-22. PROTECTION OF SENSITIVE INFORMATION.

- (a) The Contractor shall protect all DHS/ICE “sensitive information” to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of this contract and the DHS/ICE security policies specified in the Reference Section above.
- (b) **Personnel Security**
 - 1. DHS/ICE does not permit the use of non-U.S. Citizens in the performance of this contract or to access DHS/ICE systems or information;
 - 2. All Contractor personnel (including sub-contractor personnel) must have favorably adjudicated background investigations commensurate with the sensitivity level of the position held before being granted access to DHS/ICE sensitive information;
 - 3. The Contractor shall ensure all Contractor personnel are properly submitted for appropriate clearances;
 - 4. The Contractor shall ensure appropriate controls have been implemented to prevent Contractor personnel from obtaining access to DHS/ICE sensitive information before a favorably adjudicated background investigation has been completed and appropriate clearances have been issued;

5. The Contractor shall ensure that its personnel comply with applicable Rules of Behavior for all DHS/ICE systems to which its personnel have been granted access privileges;
6. The Contractor shall implement procedures to ensure that system access privileges are revoked for Contractor personnel whose employment is terminated or who are reassigned to other duties and no longer require access to DHS/ICE sensitive information; and
7. The Contractor shall conduct exit interviews to ensure that Contractor personnel who no longer require access to DHS/ICE sensitive information understands their obligation not to discuss or disclose DHS/ICE sensitive information to which they were granted access under this contract.

C-23. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS.

- (a) **GENERAL.** The Department of Homeland Security (DHS) has determined that performance of the tasks as described in the Statement of Work requires that the Contractor, subcontractor(s), Contractor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will 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 Contractor 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 contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU

C-24. CONTRACTOR IDENTIFICATION.

- (a) All contract employees shall carry approved identification or badging at all times while performing under this contract. Proper ID validation must comply with local governing authority. DHS issued identification badges shall identify the employee as a contract employee.
- (b) To ensure the security of the DHS/ICE information in their charge, ICE Contractors and sub-Contractor must comply with 48 CFR 3052.204-70 Security Requirements for

Unclassified Information Technology Recourses and adhere to the same computer security rules and regulations as Government employees unless an exception to policy is agreed to by the prime Contractor, ICE's Information Systems Security Manager (ISSM) and CO and detailed in the contract. Non-DHS federal employees or Contractors who fail to comply with DHS/ICE security policies are subject to having their access to DHS/ICE IT systems and facilities terminated, whether or not the failure results in criminal prosecution. The DHS Standards of Conduct document applies to DHS/ICE support Contractors and Sub-Contractors. Contractor employees will adhere to the exiting employee check list and documentation which requires all employees to return all government issued equipment and government identification immediately upon exiting

- (c) All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their status as an employee of the Contractor, and not the Government, is not obvious to third parties, are required to identify themselves as employees of the Contractor. This includes email signature blocks and voicemail, and must avoid creating an impression in the minds of members of the public or Congress that they are Government employees. They must also ensure that all documents or reports produced by Contractor are suitably marked as Contractor products, or that Contractor participation is appropriately disclosed.
- (d) The Government shall issue a personal identification badge (PIV) that will state "Contractor" upon it. It is used to access the site, general work area, and all IT systems at the designated government site. Contract personnel (service providers) who furnish services under this contract shall not be considered employees of the Government for any purposes and shall not receive any protections or considerations as federal employees.

C-25. OVERTIME.

- (a) Payment of overtime rates under the terms of the contract will be allowed under the following conditions:
 - 1. If the overtime is due to the absence or vacancy of a federal employee, and the Contractor's employee utilized to fill the position has worked or will work over forty (40) hours that week; or
 - 2. If the Government's critical mission requirements result in the Contractor's employees' working over forty (40) hours that week.
- (b) All authorized overtime, as identified above, must be approved by the Regional Health Service Administrator in advance.
- (c) If the Contractor's employee works over forty (40) hours a week for any other reason, other than at the Government's request, the Government will be responsible for payment of the standard rate while the Contractor will be responsible for any overtime premiums owed to its employee.

- (d) In computing overtime rates payable under the terms of this contract, the Contractor shall use the employee's hourly basic rate of pay multiplied by 1.5. The basic rate of pay includes employee contributions to fringe benefits, but excludes the Contractor's contributions, costs, or payment of cash equivalents for fringe benefits. Therefore, when calculating overtime rates, do not calculate overtime on overhead, G&A, Profit, etc. Overtime is calculated on the base rate only.

C-26. TIME CLOCK.

- (a) Contractor employees will utilize the government supplied timeclock and timecards, or its equivalent, each day of work. In order to receive compensation, all contractor employees will be required use the issued timecard to "clock in" when reporting to work and "clock out" when leaving their period of duty. Each contractor employee will also be required to "clock out" for meal breaks and "clock in" upon returning to work. Upon hire, Contractor staff members are provided training by the on-site Technical Monitor on use of the independent government timekeeping system in use at the site. In the event that the timeclock, or its equivalent, is non-operational, the Technical Monitor on-site will manually input the required times on the timecard or otherwise document hours worked. This issue must be reported in writing by email to the technical monitor within 24 hours of occurrence.
- (b) The government supplied timecard will be signed and dated by the contract employee and will be presented to the local technical Monitor or their designee weekly.
- (c) In order to mitigate the risk of timekeeping technical errors or lost timecards, all Contractor employees will ensure their timecard is placed in a secure area and will not be taken off site.
- (d) It is the responsibility of the Contractor employee to secure the government-issued timecard. If the timecard is lost, the contractor will justify the loss in writing within 24 hours of occurrence and submit to the local Technical Monitor via email. The government timekeeping system is how hours worked are verified. If the GTM does not have the data (time cards or equivalent) hours cannot be verified. Exceptions may be granted on a case by case basis by the Contracting Officer.
- (e) A seven-minute grace period may be used by a contract employee to avoid a late clock-in or clock-out for a scheduled shift under certain limited circumstances. The intent of this seven-minute grace period is to accommodate an employee that does not have immediate access to the timeclock by the beginning or end of their scheduled shift (e.g., line of employees at the timeclock). This seven-minute grace period does not apply for any other instances requiring the employee's use of the timeclock (e.g., approved breaks/meals or end of shift). This grace period only applies at the beginning or end of a contract employee's shift; up to seven minutes after the scheduled start or time.

The seven-minute grace period does not apply to billable time before scheduled shift start or end times and does not apply to time before or after the shift ending time. The seven-minute grace period does not apply to the time prior to a shift ending. The contractor employee cannot use this period to clock out "early" unless previously authorized by the Government.

At no time shall the use of the timeclock result in unapproved overtime. All overtime requires the appropriate government pre-approvals in accordance with Government and contractor policy. Excessive use of the seven-minute grace period by contract employees will be monitored and appropriate disciplinary action may be taken in accordance with the contractor's established rules regarding excessive absenteeism/lateness (which includes time and frequency guidelines).

Please see the below table for reference:

Scheduled Shift Start Time	Actual Clock in Time	Description	Time recorded on e-timesheet
0700	Any time before 0700	If authorized and working	Actual start time occurring before 0700
0700	Any time before 0700	If not authorized and not working	0700
0700	0705	Within 7 min	0700
0700	0710	Outside 7 min	0710

Scheduled Shift End Time	Actual Clock out Time	Description	Time recorded on e-timesheet
0500	Any time after 0500	If authorized and working	Actual time occurring after 0500
0500	Any time after 0507	If not authorized and not working	0500
0500	0505	Within 7 min	0500

*clocking out anytime prior to the end of the scheduled shift is not allowed unless previously authorized

C-27. EMERGENCIES.

Contractor personnel may be involved in emergency situations, such as a mass migration event or evacuations due to natural and man-made disasters. In emergency situations the Contractor will continue to provide services to detainees/residents but also provide services to ICE and facility employees. During an emergency, the Contractor will be required to provide the same scope of services and staffing personnel allotments as during normal operations unless the facility is uninhabitable or condemned. Contractor personnel are required to participate in all emergency drills as per facility regulations. With the occurrence of an emergency situation potentially impacting the ability to perform to the specifications of the contract, the CO shall have the sole discretion to modify performance measures for that time.

C-28. TRAVEL.

- (a) In response to critical staffing needs, the Government may request that the Contractor provide personnel to temporarily fill contract positions or provide mission support away from their assigned duty station. In doing so, reimbursement to the Contractor must be in

compliance with the Federal Travel Regulations. Prior written approval by the Government for all temporary duty (TDY) travel is required.

- (b) The Contractor shall accomplish all travel required by the IHSC Contracting Officer's Representative (COR) in accordance with Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, and the substantive provisions of the Federal Travel Regulation (FTR), as applicable, and consistent with the not-to-exceed (NTE) amount specified for the travel contract line item (CLIN). The FTR may be located and downloaded from www.gpoaccess.gov/cfr or www.gsa.gov/federaltravelregulation.
- (c) Contractor shall provide requests for written authorization to the Government at least fourteen calendar (14) days prior to commencement of the travel. Authorization shall only be provided by the COR or the Contracting Officer. All requests for travel authorization shall include:
 - (1) The name of the traveler
 - (2) Destination (s) including itinerary
 - (3) Purpose of the travel
 - (4) Estimated Cost breakdown
- (c) While on TDY status, local travel costs authorized may include reasonable charges for public transportation such as bus or cab fare or mileage and parking fees. Reimbursement for local travel is limited to transportation costs to reach the assigned destination from temporary lodgings or from the residence of the Contractor's employees and back.

Travel invoices shall be submitted no later than thirty (30) days from the last day of the travel period. All receipts as required under the FTR shall accompany invoices. Unsubstantiated travel costs will be rejected.

C-29. GOVERNMENT FURNISHED EQUIPMENT.

- (a) The Government shall furnish all office space, equipment, including both computer hardware and software, necessary for the Contractor to perform the assigned work on-site, unless otherwise specified, to fully satisfy all operational requirements of this contract. The Government shall provide all appropriate supplies necessary for the provision of services by the Contractor. Contractor staff shall work in administrative or medical offices in government or other designated facilities. If the Contractor determines that additional equipment and supplies will be required, the Contractor may submit a written order request to the COR.
- (b) All GFE and supplies will be treated appropriately by the Contractor and their employees and be reasonably consumed or maintained according to acceptable schedules. The Contractor shall be sensitive to issues of fraud, waste and abuse and be accountable for all expenditures above the norm that are attributable to negligence.
- (c) All government and/or facility provided equipment and supplies shall remain the property of

the government or the facility.

C-30. GOVERNMENT FURNISHED INFORMATION.

The Contractor will be responsible for ensuring each of its employees and subcontractor employees completes all new employee orientation requirements. The Government will provide information concerning ICE-specific training annually or as required.

C-31. CONTRACT CHANGE-OVER.

In the event that the Contractor is not awarded a follow-on contract the Contractor agrees to cooperate with the incoming Contractor to minimize the disruption of services during the change-over of operations. The Contractor, the incoming Contractor, and the COR shall plan contract change-over procedures within ten (10) days of follow-on contract award, to consider, at a minimum, the following: the time to effect, the tasks to be performed, and the information and or data to be exchanged. In the event the Contractor, the incoming Contractor, and the COR cannot agree on change-over procedures, all parties shall comply with the terms and procedures as established by the Contracting Officer.

C-32. TRANSITION PLAN.

- (a) The Contractor shall submit a Transition Plan that describes the Transition In and the Transition Out process, details, and schedule for providing an orderly transition during the Contract's Transition Term. The objectives of the Transition Plan are: to minimize the impacts on continuity of operations; maintain communication with staff and affected government stakeholders; identify key issues; and overcome barriers to transition. The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, negotiated, and completed during the Transition Term. The Contractor will submit as part of their proposal a Transition Plan that accomplishes operational independence no later than sixty (60) calendar days from the contract award date.
- (b) **Transition Management Team:** The Contractor shall establish a transition management team capable of providing overall management and logistical support of all transition activities. The Contractor shall develop a resource-loaded project management schedule. Milestones and measurable commitments will be included in the schedule. The Contractor will regularly report status to the COR at periodic meetings and through regular written reports during the transition period. The activities performed during the Transition Term shall begin on the effective date of the Contract.
- (c) **Transition Period:** The Contractor will provide a seamless transition from the previous Contractor. New Contractor will have no more than 60 calendar days from contract award date to become fully compliant with all aspects of this contract to include the Statement of Work, Quality Assurance Plan and all deliverables. 100% of the staff listed in **J-1: Site Staffing Matrix**, will complete all prerequisites for employment including fitness determination, credentialing and privileging (as applicable), and be able to invoice the government for professional services for hours worked in the filled positions.

(d) The Transition Plan shall illustrate how the Contractor will provide a seamless transition between the Contractor and the predecessor Contractor to ensure minimal disruption to vital Contractor services and Government activities. The Transition Plan shall address, at a minimum, the following areas:

1. Recruitment, adequate and available staff;
2. Training of new and incumbent employees;
3. Licenses and Permits obtained prior to performance;
4. Insurance obtained prior to performance and in compliance with FAR 52.237-7; and
5. Background Investigations; all employees are cleared in accordance with Section C-8.

C-33. IHSC INVOICING.

Invoicing for hours worked is the last stage of a month long timekeeping process. The complete process for submitting invoices and providing the corresponding supporting documentation is outlined below. The Contractor will submit 100% accurate invoicing each month to Consolidation Invoice for processing. In addition to the requirements noted in **G-4: INVOICING /PAYMENT**, Contractor shall comply with the following process requirements:

Step 1 - Documenting Contractor Hours Worked

1. Each contractor is required to utilize the government independent timekeeping system in place at each site to record hours worked by clocking in at the beginning of shift, clocking out for their break, clocking in at the end of their break and clocking out at their end of shift.
2. For sites where the government independent timekeeping system requires a punch card recording system, each contractor is required to complete an e-Timesheet (attached) and submit to their Government Technical Monitor no later than the first day of the following month. When completing the e-Timesheets contractors should only account for the Authorized and Verified time per the e-Timesheet Chart in section C-26.
 - a. Authorized Time – Time staff were scheduled to work or time worked outside of the posted schedule whereby written approval received by the GTM to work.
 - b. Verified Time – Time that is documented by the government timekeeping system or that is documented as authorized by the GTM.

Step 2 – Hours Worked List

1. The vendor will produce an Hours Worked List (in Microsoft Excel) of only the contract staff for which they intend to invoice the government for each month, and send the list to the COR's individual email box.
2. The Hours Worked list (in Microsoft Excel) will consist of six columns and will be formatted to fit the specific criteria outlined below.
 - a. Column A - Site Name – The site names must exactly match as indicated here:
 1. Alexandria
 2. Berks

3. Buffalo
4. Caroline
5. Dilley
6. El Paso
7. Elizabeth
8. Eloy
9. Florence
10. Houston
11. Jena
12. Krome
13. LA Staging
14. Montgomery
15. Pearsall
16. Port Isabel
17. San Diego
18. Santa Ana

19. Tacoma
20. Taylor
21. Varick
22. Washington
23. York

- b. Column B - Position Code – Use established position codes provided by the IHSC Program Analysts or CORs. Any number in a position code less than 10 must be represented by two digits. For example, 1=01, 2=02, 3=03, etc. Please see the attached document “Hours Worked-Formatting Example” for examples on how to format position codes. Ensure there are no duplicates for position codes with the exception of:
 - i. Two people utilizing the same position code because one was terminated or resigned and another person worked during the same invoice period under the position code.
 - ii. A conversion occurred in the same invoice period.
 - c. Column C - Labor Category – The labor categories must follow the exact format as listed in the attached document “Hours Worked-Formatting Example”.
 - d. Column D - Employee Name – “Last Name, First Name”.
 - e. Column E - Month – Invoice Month – Spell out the full name of the month.
 - f. Column F - Year – Use four digits when representing the year ex. 2018.
3. The Hours Worked List will be provided to the CORs via their individual email boxes on the 5th business day of each month for the previous month’s hours worked.

Step 3 – Hours Worked Verification Report

1. The GTMs will verify hours worked submitted via the e-Timesheet based on the time clock punch cards or its equivalent for all contract staff listed in the Hours Worked list.

2. By the 13th business day of the month, the COR(s) will submit to the vendor (in excel and PDF format), an Hours Worked Verification Report (HWVR). The HWVR contains the hours worked according to the contract employee's submitted e-timesheet that have been verified and authorized and signed by the local GTM. The Hours Worked Verification Report will provide the additional information:
 - a. Regular Hours
 - b. Overtime Hours
 - c. OT Billable to the Gov.
 - d. Vendor (This should always state STGi)
 - e. Supplemental (This is to differentiate between a regular and supplemental invoice)
 - f. Verified By (the name listed here is the GTM that verified the hours worked).
 - g. Comments
3. The vendor will review and reconcile the HWVR and promptly notify the CORs of any errors or discrepancies. The vendor and the CORs shall reconcile the Hours Worked Verification Report prior to submission of an invoice.

Step 4 – Invoice Submission

The monthly invoice will include two separate documents the invoice and corresponding supporting documentation. The invoice document has two sections, an invoice cover page and the hours worked.

1. Invoice Cover Page. (PDF). This cover page document will include full name of awarded Contractor, address, phone number, date of submission, identify performance period, invoice number, TIN number, DUNS number, billed to name and address, contract number, order number assigned in Consolidation Invoice and bank information for payment. This document must also be signed by the authorized contractor representative as 100% true and accurate.

Hours Worked. The hours worked section of the monthly invoice will be structured accordingly: hours worked will be invoiced by IHSC site with each site containing the following subcategories: Regular Hours

The Regular Hours section is further divided by Direct Labor and Current Period. The Direct Labor section includes subcategories: Labor Category and Employee Name (Last, First). The Current Period section includes subcategories: Labor Hours, Bill Rate and Total Charges. The list of staff for each section will be grouped according to labor category

The Overtime Hours section is further divided by Direct Labor and Current Period. The Direct Labor section includes subcategories: Labor Category and Employee Name (Last, First). The Current Period section includes subcategories: Labor Hours, Bill Rate and Total Charges.

Regular Hours and Overtime Hours will have subtotals for each and a grand total will be provided for each individual site.

2. Supporting Documentation - Hours Worked Verification Report (PDF) - Contractor will provide, along with the invoice, the Hours Worked Verification Report. This document will be provided to the contractor by the CORs by the 13th business day of each month.
3. The vendor's submission of the invoice with the Hours Worked Verification Report constitutes acceptance of the Hours Worked Verification Report by the vendor as true and accurate, except to any discrepancies or errors which the vendor raises within 30 days. In this regard, the vendor will have 30 days from the date of the official notification that the Government submitted the invoice for payment to identify and notify the CORs of any ambiguities/discrepancies that the vendor determines to be in the Hours Worked Verification Report. Any ambiguities/discrepancies received within the 30 days will be handled on a case-by-case basis and, if determined to be necessary, will be corrected on the next available invoice submitted. The Contractor releases the Government of any liability for ambiguities/discrepancies raised after 30 days from the date the Government processes the invoice for payment.

Invoice Rejection

When an invoice is rejected by the program office the vendor will resubmit to Invoice Consolidation the corrected invoice and corresponding supporting documentation with a new and unique invoice number after having corrected any issues identified by the program office.

C-34. GLOSSARY.

FOR ICE Health Service Corps (IHSC) DIRECTIVES AND GUIDES

Acute – Acute refers to a health effect, usually of rapid onset, brief, not prolonged. (IHSC Operational Definition)

Acute Care – Acute care generally is provided for a short duration to treat a serious injury or episode of illness or following surgery. The care may be provided in an inpatient setting such as a hospital or on an outpatient basis such as in an urgent care center. (American Health Lawyers Association)

Administrative Health Authority – The administrative health authority is responsible for all access to care, personnel, equipment and fiscal resources to support the delivery of health care services.

Administrative Support Staff – For IHSC purposes, this includes Medical Record Technicians (MRTs), Administrative Assistants, Special Assistants and Executive Assistants in IHSC-staffed clinics or at HQ. (IHSC Operational Definition)

Admission/Admissions Process – Admissions is the in-processing of newly arrived residents, which includes an orientation to the policies, programs, rules and procedures of the facility. Assignment of living quarters, various inspections, medical intake screening (includes dental and behavioral health) and safeguarding of funds, valuables and other personal property is completed during this process. (PBNDS 2011 Glossary)

Advance Directive – Advance Directives include documents which address living wills, medical power of attorney, durable power of attorney for healthcare, and healthcare proxy. Advance directives are state-specific. (IHSC Operational Definition)

Adverse Events – An adverse event is an occurrence or condition associated with the provision of health care or services that caused harm to the patient. An adverse event may be due to acts of commission or omission. (from DHS Directive #248-01-001, *Medical Quality Management*)

Alien – An alien is a person not a citizen or national of the United States. (Immigration and Nationality Act (INA) § 101(a) (3))

Alien File (A-File) – For purposes of ICE Health Service Corps (IHSC), an A-file is the legal file maintained by DHS for each resident. Contents may include but are not limited to 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 resident’s immigration case. (PBNDS 2011 Glossary)

Allied Health Professional – An allied health professional is trained to perform services in the care of patients other than a physician or registered nurse; includes a variety of therapy technicians (respiratory), radiologic technologists, and physical therapists, among many other practitioners. (IHSC Operational Definition)

American Correctional Association (ACA) – The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field. www.aca.org Family Residential Facilities will not be required to undergo ACA accreditation.

Ancillary Clinical Staff – Ancillary clinical staff for IHSC includes dental assistants, pharmacy technicians/assistants licensed vocational nurses (LVNs), licensed practical nurses (LPNs), certified nursing assistants (CNAs), emergency medical technicians (EMTs), laboratory technologists, and radiology technologists. (IHSC Operational Definition)

Assessment – An assessment is the systematic collection and review of patient specific data. (IHSC Operational Definition)

Assistant Director (IHSC) – The Assistant Director of IHSC is leader of the ICE Health Service Corps and final medical authority for ICE on resident health care issues. (IHSC Operational Definition)

Associate Medical Director – The Associate Medical Director provides oversight of dental and pharmacy operations, as well as the management of the Chief Nurse, Chief Mid-Level Provider, and the Regional Clinical Directors. He or she leads the group responsible for reviewing and validating clinical practice guidelines and health care policy and procedures. (IHSC Operational Definition)

Backfill: Replacement of an employee by an employee of the same discipline when there is a call out.

Behavioral Health Providers – Behavioral health providers are psychiatrists, clinical psychologists, independently licensed social workers, psychiatric nurse practitioners or any other behavioral health professional who, by virtue of their license, education, credentials, and experience, are permitted by law to evaluate and care for the mental health needs of patients.

Behavioral Health Unit – The Behavioral Health Unit is a unit under the Deputy Assistant Director of Clinical Service within IHSC. The Unit provides behavioral health services with a focus on meeting the best practice mental health standards to residents in IHSC custody. The Behavioral Health Unit provides consultation on behavioral health issues, coordinates Post Order Custody Review (POCR) evaluations and any other services requested by ICE. (IHSC Operational Definition)

Chief Dentist – The Chief Dentist is responsible for overseeing all IHSC dentists in order to maintain and stabilize the detained populations' oral health. The IHSC dental team strives to elevate the oral health status of residents by providing diagnosis and treatment, administering education and prevention programs and through consultation services when necessary. (IHSC Operational Definition)

Chief Mid-Level Provider (MLP) – The Chief Mid-Level Provider of IHSC is responsible for providing leadership, mentorship and supervisory oversight of IHSC MLP practices. (IHSC Operational Definition)

Chief Nurse – The IHSC Chief Nurse is located at IHSC Headquarters and serves as the senior nursing professional for IHSC. He or she is responsible for the oversight of the nursing program throughout the nation at all IHSC-staffed facilities. The Chief Nurse provides nursing consultation, reporting and coordination services. Additionally he or she reviews and revises all policies related to nursing care. The Chief Nurse is responsible for all nursing issues to include, but not limited to, nursing scope of practice, competencies for Licenses Vocational Nurses/ Licensed Practice Nurses and Registered Nurses (RN), Medical Assistants and Certified Nurses Aids. The Chief Nurse is also responsible for the RN Guidelines/Physician Protocols. He or she also researches medical issues related to nursing and patient care. (IHSC Operational Definition)

Chief Pharmacist – The IHSC Chief Pharmacist serves as the senior pharmacy professional for IHSC. He or she is responsible for the oversight of the pharmacy program throughout the nation at all IHSC staffed facilities. The Chief Pharmacist provides pharmacy consultation, reporting

and coordination services. Additionally he or she reviews and revises all national policies and procedures related to pharmacy operations. The Chief Pharmacist is responsible for all pharmacy issues to include, but not limited to, formulary development and maintenance, pharmacist practitioner scope of practice, competencies for pharmacy staff, and pharmacy supply contracts. The Chief Pharmacist also reviews the RN Guidelines to provide insight on medication regimen options. (IHSC Operational Definition)

Chief of Staff (COS) – The Chief of Staff represents the IHSC Assistant Director (AD) and serves as a close advisor on major issues and challenges affecting IHSC. Integrates and synchronizes all aspects of mission support and mission operations and the formulation and publication of all governing documents. The Chief of Staff, who supervises the efforts of the Resource Management and Recruitment and Retention Units, has a direct role in sustaining the IHSC healthcare system. These two units are responsible for identifying and developing human and fiscal resource requirements and employing methods to acquire those resources and allocate them consistent with agency goals, mission priorities and all applicable standards and criteria. Through the Tasking Manager (Special Assistant), the Chief of Staff maintains visibility of all tasks coming in to the IHSC and ensuring responses are timely and accurate. (IHSC Operational Definition)

Chronic Disease – A chronic disease is an illness or condition that affects an individual’s well-being for an extended interval, usually at least six months, and generally is not curable but can be managed to provide optimum functioning within any limitations the condition imposes on the individual. (PBNDS 2011 Glossary)

Chronic Care Clinic (Chronic Disease Program) – Incorporates a treatment plan and regular clinic visits. The clinician monitors the patient’s progress during clinic visits and, when necessary changes the treatment. The program also includes patient education for symptom management. (PBNDS 2011 Glossary)

Chronic Condition – A chronic condition is a condition persisting three months or longer. (U.S. National Center for Health Statistics)

Clinic – The clinic is the physical area in the facility and organizational unit set-aside for routine health care and sick call. The clinic is the designated part of the facility for the delivery of care to residents on an ambulatory or observation basis. (IHSC Operational Definition)

Clinical Competency Review – A clinical competency review is an active and organized process used by the Department of Homeland Security (DHS) Components to evaluate and improve care and services provided by health care personnel. Criteria are clinical in nature and defined by nationally recognized standards of practice and care. (IHSC Operational Definition)

Clinical Director (CD) or Clinical Services Manager (CSM) – The CD/CSM is a physician and is the clinical medical authority at a specific facility. Duties include clinically supervising the Staff Physician (if applicable) and mid-level providers, evaluating patient care through an ongoing quality assurance program, providing training and mentoring to health care staff, and evaluating and treating medically complex patients. The CD/CSM is board certified or will

become board certified (within 18 months of hire) in family medicine, internal medicine, or related primary care specialty to maintain employment. (IHSC Operational Definition)

Clinical Encounters – Clinical encounters are interactions between patients and health care professionals that involve a treatment and/or an exchange of confidential information. (National Commission on Correctional Health Care [NCCHC])

Clinical Medical Authority (CMA) – The Clinical Medical Authority is responsible for the delivery of all health care services to the resident population at each specific facility. These services include, but are not limited to, medical, nursing, dental, and behavioral health.

Clinical Practice Guidelines (CPGs) – CPGs are statements that include recommendations intended to optimize patient care. They are informed by a systematic review of evidence and an assessment of the benefits and harms of alternative care options. (Institute of Medicine Report 2011)

Clinicians – Clinicians are individuals qualified to *assess, evaluate, and treat* patients according to the dictates of their professional practice act. These may include physicians, nurses, physician assistants, nurse practitioners, dentists, dental hygienists, psychologists, psychiatrists, clinical pharmacists, and social workers. (IHSC Operational Definition)

Competency (ies) – A competency is a measurable pattern of knowledge, skills, abilities, behaviors, and other characteristics that an individual needs to perform work roles or occupational functions successfully. Competencies specify the "how" of performing job tasks, or what the person needs to do the job successfully (Shipman et al., 2000). Competencies represent a whole-person approach to assessing individuals. [Link to Competency definition from OPM](#)

Constant Observation – Constant observation is the uninterrupted personal visual observation of an individual deemed at-risk of committing self-injurious behavior. This monitoring is used to prevent such behavior. The room where this occurs must permit easy access, privacy, and unobstructed vision of the individual at all times. (hybrid definition from BOP and NY DOC.)

Contract Detention Facility (CDF) – CDFs are contractor-owned, contractor-operated facilities that provide detention services under a competitively bid contract awarded by ICE. Some are staffed by IHSC health care providers. See PBNDS 2011.

Contracting Officer (CO)– A contracting officer is the only person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. Federal Acquisition Regulation (FAR) 2.101.

Contracting Officer's Representative (COR) – A COR is an individual, including a contracting officer's representative (COR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. FAR 2.101.

Contractor – A contractor is a private entity that provides services in accordance with a Statement of Work (SOW) or a Performance Work Statement (PWS). (IHSC Operational Definition) See also Contractor.

Contract or Contractor Employee – A contract employee is an employee of the Contractor For purposes of this agreement, Contractor Employees also include employees of all subcontractors utilized by the Contractor to fulfill contract requirements. (IHSC Operational Definition)

Core Measures – Core measures are standardized performance measures that can be applied across health care accreditation programs. (IHSC Operational Definition)

Credentialing – Credentialing an ongoing process whereby a facility’s designated medical staff obtains, verifies, and assesses an individual’s professional credentials. This information is utilized by the medical staff and governing body to evaluate competency and appropriately grant medical staff membership and/or clinical privileges. (Indian Health Service definition)

Credentials – Credentials are the attestation of qualification, competence, or authority issued to an individual by a third party with the authority or assumed competence to do so. Examples of credentials include the documents that constitute evidence of practitioner training, licensure, experience, and expertise. (Indian Health Service definition)

Criteria – Criteria are expected levels of achievement, or specifications against which performance or quality may be compared. (IHSC Operational Definition)

Custody Staff or Officers – Custody staff are all security staff members who serve in a custody role (could be ICE, other federal or state, or contracted officers at Service Processing Centers, Contract Detention Facilities, or Intergovernmental Service Agreement facilities). (IHSC Operational Definition)

Day - A day is a calendar day unless otherwise identified.

Dental Assistant – Dental assistants perform a wide range of reversible intra-oral dental procedures under the direction of the dentist. They provide assistance to the dentist during patient care. They also provide oral health education, triage dental patients, take dental radiographs, maintain equipment/instruments, and keep clinical and administrative records. Dental assistants have a postsecondary non-degree award. (IHSC Operational Definition)

Dental Hygienist – Dental hygienists are responsible for performing advanced prophylactic and preventive dental procedures as well as chair side assisting with the dentist in the treatment of patients. They also provide oral health education, triage dental patients, take dental radiographs, maintain equipment/instruments, and keep clinical and administrative records. Dental hygienists have at least an Associate’s degree. (IHSC Operational Definition)

Dental Providers – Dental providers, for IHSC, are dentists and dental hygienists. (IHSC Operational Definition)

Dental Staff – Dental staff, for IHSC, includes dentists, dental hygienists, and dental assistants. (IHSC Operational Definition)

Dentist – Dentists diagnose, treat, and prevent diseases and injuries associated with the oral cavity. They prescribe and/or dispense medications when appropriate. They provide professional oversight of assigned dental staff. Dentists have a doctoral degree. (IHSC Operational Definition)

Department of Homeland Security (DHS) – The DHS is a cabinet-level department of the United States Government created March 1, 2003, by the Homeland Security Act of 2002. DHS includes U.S. Immigration and Customs Enforcement (ICE). (IHSC Operational Definition)

Deputy Assistant Director (DAD) for Administration – The DAD for Administration provides administrative oversight essential to sustaining the IHSC health care system. Through a number of programs, the DAD for Administration systematically delivers quality driven cost effective healthcare to the detained population. Through the development and distribution of policy, management of facilities and resources, and the deployment of mobile health care professionals, the DAD for Administration provides the infrastructure within which the IHSC operates and the healthcare system is sustained. The DAD maintains the integrity of the healthcare system through a comprehensive Medical Quality Management program that includes a variety of process improvement initiatives, risk management programs; and inspections for compliance with standards and requirements of several accrediting bodies. The DAD mitigates the risks of compromising any aspects of the healthcare system through a robust medical education and professional development program. (IHSC Operational Definition)

Deputy Assistant Director for Clinical Services – The DAD for Clinical Services ensures delivery of quality medical care and services within the ICE/ERO Detention System. He or she ensures quality medical, behavioral health, and dental services are delivered in a timely and effective manner to the detained population. The DAD for Clinical Services provides medical oversight, guidance, and instruction to IHSC providers and allied health professionals who deliver quality medical, behavioral health and dental services to ICE residents. (IHSC Operational Definition)

Detention File – Detention files are files containing detention information on aliens in ICE custody, and are maintained by the detention facility. Detention files are not A-Files or Medical Files. Contents include receipts for funds, valuables and other personal property; documentation of disciplinary action; reports on resident behaviors; resident’s written requests, complaints and other communications; official responses to resident communications; records from Special Management Unit, etc. (PBNDS 2011 Glossary)

Directive – Directives are statements of a policy, mission, program or activity’s purpose, scope, and authority; establish and delegate responsibilities; and sets forth policies and procedures. (Department of Homeland Security Lexicon) IHSC Directives that involve only medical care and medical operations are signed at the AD level but still must be reviewed by the Office of the Principal Legal Advisor (OPLA) and Privacy and Records. IHSC Directives that involve issues

other than medical care and medical operation must be reviewed by OPLA and the Privacy and Records Office (PRO), but must also be de-conflicted through the Enforcement and Removal Operations (ERO) Policy Unit with Employee and Labor Relations (E&LR), Homeland Security Investigations (HSI), and ICE Policy. (IHSC Operational Definition)

Emergency Management – coordination and integration of all activities necessary to build, sustain and improve the capabilities to prepare for, respond to, recover from, or mitigate against threatened or actual disasters or emergencies, regardless of cause (Department of Homeland Security Lexicon)

Emergent Condition – An emergent condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in -- (i) placing the health of the individual in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part. (US legal.com definition)

Entry on Duty (EOD) – EOD is the first day an employee begins performance at a designated duty station. (IHSC Operational Definition)

Enforcement and Removal Operations (ERO) – Enforcement and Removal Operations (ERO) oversees programs and conducts operations to identify and apprehend removable aliens, to detain these individuals when necessary, and to remove illegal aliens from the United States. ERO prioritizes the apprehension, arrest, and removal of convicted criminals, those who pose a threat to national security, fugitives, recent border entrants, and aliens who thwart immigration controls. ERO manages all logistical aspects of the removal process, including domestic transportation, detention, alternatives to detention programs, bond management, and supervised release. In addition, ERO repatriates aliens ordered removed from the United States to more than 170 countries around the world. (InSight (ICE))

Emergency – An emergency is any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical emergency, natural disaster, or other serious incident. (IHSC Operational Definition)

Emergency Care – Emergency care is care for an acute illness or unexpected serious health care need that requires immediate diagnosis and treatment and could lead to serious physical and/or mental disability or death if not treated. (IHSC Operational Definition)

Emergency Grievance – Emergency grievances are grievances that are time-sensitive and may involve an immediate threat to health, safety or welfare.

Evaluation – Evaluation is the analysis of collected, compiled, and organized data pertaining to important aspects of care. Data are compared with predetermined, clinically valid criteria; variations from criteria are determined to be accepted or unaccepted; and problems or opportunities to improve care are identified.

Facility Administrator – Facility administrator is a generic term for the chief executive officer of a residential facility. The formal title may vary (Assistant Field Office Director, warden, Officer in Charge, sheriff, jail administrator, etc.) (PBNDS 2011)

Facility Staff/Personnel – For IHSC purposes, this may refer to any non-medical staff at Service Processing Centers (SPCs), Contract Detention Facilities (CDFs), or Intergovernmental Service Agreement (IGSA) Facilities who are federal or contract employees. This includes, but is not limited to ERO Law Enforcement Officers and custody staff (contract or non-contract), who may or may not have contact with residents. (IHSC Operational Definition)

Field Medical Coordinator (FMC) – FMCs operates within the Medical Case Management Unit and is co-located with the Field Office Directors (FODs). The FMC identifies and monitors residents with significant medical conditions, performs case monitoring on residents who are hospitalized, and assists with alternate placement of residents in IGSA facilities. He or she gathers information and documents for medical reviews and collaborates with appropriate health officials to ensure continuity of care upon removal for those residents with significant health conditions. (IHSC Operational Definition)

Field Office Director (FOD) – The Field Office Director is the ICE ERO officer with chief field responsibility for ERO functions, including the operation of detention facilities, in his or her assigned geographic area. (IHSC Operational Definition)

Filled/Not Filled – The status of a position code whereby a specific contract employee is currently on-site and working or has a start date within the QASP timeline, OR the status of a position code whereby no contractor is identified with a correlating start date or is on-site and working. (IHSC Operational Definition).

Fit Testing – Fit testing is a qualitative or quantitative test to determine proper fit and seal of a respirator that is conducted at least annually and whenever changes in a worker's physical condition could affect respirator fit. A qualitative fit test is a pass/fail test used to check respirator fit that relies on the user's response to a test agent. A quantitative fit test uses an instrument to measure the actual amount of leakage into a respirator by one of several processes. (IHSC Operational Definition)

Formal Grievance – Formal grievances are those grievances that are written and acted upon. There are three levels of formal grievance review at every facility. (See the PBNDS 2011 for levels.)

Formulary – A formulary is a list of prescription and nonprescription medications that have been approved by the health authority and are stocked or routinely procured for use in an institution. (ACA)

Governing Body – The governing body refers to the individuals, group, or agency that has ultimate authority and responsibility for establishing policy, maintaining quality of care, and providing for organizational management and planning. (IHSC Operational Definition)

Grievance – A grievance is a complaint based on a circumstance or incident perceived as unjust. See also *Formal Grievance* and *Medical Grievance*. (PBNDS 2011 Glossary)

Health Appraisal – Within IHSC, this is a physical exam and health assessment/history of a detained alien that is conducted within 14 days of the alien’s arrival to the facility. (IHSC Operational Definition)

Health Care Personnel or Providers – Health care personnel or providers are credentialed individuals employed, detailed, or authorized by IHSC to deliver health care services to residents. It includes federal and contract staff assigned or detailed (i.e. temporary duty) who provide professional or paraprofessional health care services as part of their IHSC duties. (IHSC Operational Definition)

Health Insurance Portability and Accountability Act (HIPAA) - A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

Health Operations Unit – The Health Operations Unit provides administrative and supervisory oversight of day-to-day operational activities at IHSC-staffed medical facilities. This includes: the analysis of staffing levels and provision of resources necessary to carry out the health care mission based on organizational needs; coordination of all activities involving medical issues with local ERO staff and contracted security staff; and obtaining and tracking a multitude of information and data related to requests for information, including responses to congressional and media inquiries.

Health Record – In general, a health record is a chronological written account of a patient's examination and treatment that includes the patient's medical history and complaints, the provider's physical findings, the results of diagnostic tests and procedures, and medications and therapeutic procedures. IHSC health records include all records of care including medical, dental, and behavioral health provided to ICE residents on-site at IHSC staffed facilities. IHSC health records may also include off-site care records received by IHSC such as testing, specialized care, or records of previous medical care.

Health Services Administrator (HSA) or Medical Services Manager (MSM)– The HSA/MSM is the designated IHSC administrator at a facility who provides administrative and supervisory oversight of day to day operational activities at IHSC staffed medical facilities. (IHSC Operational Definition)

Health Staff – Health staff includes all health care professionals (including contracted staff) as well as administrative and supervisory staff at *IHSC staffed medical clinics*. (IHSC Operational Definition)

Hunger Strike – A hunger strike is a voluntary fast undertaken as a means of protest or manipulation. Whether or not a resident actually declares that he or she is on a hunger strike, staff is required to refer any resident who is observed to not have eaten for 72 hours for medical evaluation and monitoring. Psychotically impaired residents who miss more than nine

consecutive meals are monitored in a similar fashion as those who are on a hunger strike. (IHSC Operational Definition)

ICE Health Service Corps (IHSC) – IHSC is a component of ERO that oversees medical care and public health services to detained aliens in ICE. IHSC serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive resident health care also provides medical support during flight, tactical ground, and sea operations. (IHSC Operational Definition)

ICE Offices of Chief Counsel (OCC) – Part of the Office of the Principal Legal Advisor (OPLA), the 26 OCC field offices litigate cases in immigration court, counsel a full complement of ICE operational clients, and provide direction and support to U.S. Attorney's Offices. (IHSC Operational Definition)

IHSC Guide – An IHSC guide supplements an IHSC directive, expanding on complex processes or procedures but does not establish new requirements. Guides are the “how to” for IHSC staff, providing step-by-step guidance and/or outlining best practices in instances for which local operating procedures are needed due to different clinic configurations, population and local priorities. A guide may outline processes for multiple directives and is usually organized around functional areas. Guides may also include alternative approaches to achieving objectives, charts, graphs, a table of contents, an acronym key, attachments, and appendices. (IHSC Operational Definition)

Immigration and Customs Enforcement (ICE) – ICE is a law enforcement agency within DHS. ICE is DHS' largest investigative branch, and combines the law enforcement arms of the former Immigration and Naturalization Service (INS) and the former U.S. Customs Service. ICE protects the United States against terrorist attacks by identifying criminal activities and eliminating vulnerabilities that pose a threat along our borders, as well as enforcing economic, transportation and infrastructure security. (IHSC Operational Definition)

IHSC Staff – IHSC staff includes all individuals employed by or detailed to IHSC. This does not include any contract employee. (IHSC Operational Definition)

Incident – An incident is any unusual occurrence which varies from established routine or procedure that either did or could result in an adverse outcome. An incident may involve a staff member, resident, or other person. The incident may include damaged or faulty equipment, fire, chemical or bio hazardous agents, as well as any event that may generate a complaint, medico-legal liability and or disciplinary action. (IHSC Operational Definition)

Incident Report Form – Incident Report Form (IHSC Form 010) is used to report an incident (as defined above) and to identify a remedy for the reported incident to prevent recurrence. The report form generally includes an analysis by the HSA, clinical/medical director, and the Performance Improvement Committee. (IHSC Operational Definition)

Informal Medical Grievance – An informal medical grievance is a grievance that health staff resolves orally and informally in their daily interaction with residents. (PBNDS 2011 Glossary)

Informal Resolution – Informal resolution is closure to a complaint or issue of concern to a resident, satisfactory to the resident and staff member involved; does not require filing a formal grievance. (PBNDS 2011 Glossary)

Informed Consent – Informed consent is an agreement by a patient to a treatment, examination, or procedure after the patient receives the material facts about the nature, consequences, and risks of the proposed treatment, examination or procedure; the alternatives to it, and the prognosis if the proposed action is not undertaken. (PBNDS 2011 Glossary)

Inspection – An inspection is a process of an organized and thorough examination to assure compliance to a standard norm, laws or rules (Department of Homeland Security Lexicon)

Intake Screening (Receiving Screening) – An intake screening a comprehensive medical, dental and behavioral health screening that is conducted as soon as possible after residents arrive at a facility but no later than 12 hours. Individuals should not be released from the intake area until the receiving screening is completed. Receiving screening is a process of structured inquiry and observation designed to prevent newly arrived inmates who pose a threat to their own or others' health or safety from being admitted to the facility's general population. It is intended to identify potential emergency situations among new arrivals and to ensure that patients with known illnesses and currently on medications are identified for further assessment and continued treatment. It is conducted using a form and language fully understood by the resident, who may not speak English or may have a physical (e.g., speech, hearing, sight) or mental disability. (IHSC Operational Definition)

Key Personnel – Key Personnel are considered critical. They serve for the life of the contract. They include positions of Program Manager and Assistant/Alternate Program Manager, as well as those identified in the Contractor's supervision plan.

Leadership/Leaders – Leadership or Leaders within the IHSC includes the Assistant Director of IHSC, the IHSC Deputy Assistant Directors, Chief of Staff, Chief Nurse, Regional Medical and Administrative Directors, and Unit Chiefs. (IHSC Operational Definition)

License – A license is the permission granted to an individual by a State or U.S. Territory or Possession to perform certain medical activities. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Licensed Independent Practitioners (LIPs) – LIPs are physicians, dentists, dental hygienists, psychiatrists, psychologists, and independently licensed social workers. (IHSC Operational Definition)

Licensed Practical Nurse – LPNs are licensed to provide practical or vocational nursing care to patients in hospitals, nursing homes, clinics, health units, homes, and community health organizations. They typically work under the supervision of a registered nurse or physician, and may supervise unlicensed nursing assistants. LPNs receive a postsecondary non-degree award and have obtained licensure.

Licensed Vocational Nurse – Licensed practical and licensed vocational nurses (known as LPNs or LVNs, depending on the state in which they work) provide basic nursing care. They work under the direction of registered nurses and doctors. LVNs receive a postsecondary non-degree award and have obtained licensure. (IHSC Operational Definition)

Man-Down Drill – A man-down drill is a simulated emergency affecting one individual who needs immediate medical intervention. It involves life-threatening situations commonly experienced in correctional settings. (NCCHC)

Mass Disaster Drill – A mass disaster drill is a simulated emergency involving multiple casualties that require triage by health staff. It frequently involves a natural disaster (e.g. tornado, flood, earthquake), and internal disaster (e.g. riot, arson, kitchen explosion), or external disaster (e.g. mass arrests, bomb threat, power outage). (NCCHC)

Medical Assistants – Medical assistants perform administrative and clinical tasks to support physicians and other health professionals in the delivery of health care services. The term "medical assistant" may have legal status in jurisdictions where they can be certified or registered. Duties may include measuring patients' vital signs, administering medications and injections, recording information in medical records-keeping systems, preparing and handling medical instruments and supplies, and collecting and preparing specimens of bodily fluids and tissues for laboratory testing. (IHSC Operational Definition)

Medical Case Management Unit – The Medical Case Management Unit is an IHSC unit under the Deputy Assistant Director for Clinical Services that provides medical consultation, reporting and coordination services; claims services, case monitoring and coordination, and medical detention standards compliance monitoring; identification and monitoring residents with significant medical conditions; case monitoring on residents who are hospitalized; and assistance with alternative placement of residents in IGSA facilities and ICE facilities. Unit staff members may also conduct site visits to IGSA facilities and act as a liaison between Facility Medical Authorities and ICE/IHSC. (IHSC Operational Definition)

Medical Classification System – The medical classification system is a system by which a resident's medical and behavioral health conditions and needs are assessed to allow for appropriate placement in a facility with the resources necessary to provide the appropriate level of care to meet those needs. (PBNSD 2011 Glossary)

Medical Discharge Plan – The discharge plan includes: admission diagnosis; discharge diagnosis; brief medical history including the chief complain and any essential findings discovered; all diagnostic tests (e.g. x-rays, lab results, ECGs, etc.) results; list of any medications prescribed; a brief summary of care provided, the resident's response to treatment, medical complications encountered, any outside health care referrals that may have interrupted the infirmary period or that are pending; and continuity of care plan. (PBNSD 2011 Glossary)

Medical Education and Development Unit – The Medical Education and Development Unit is an IHSC unit under the Deputy Assistant Director for Health Administration that supports the ICE mission by arranging training for IHSC personnel to enhance and develop the provision and

coordination of quality and cost effective health care for residents, while advancing public health initiatives in order to foster a healthy environment for residents and minimize health risks for law enforcement personnel, healthcare workers, and US citizens. (IHSC Operational Definition)

Medical Housing Unit – The Medical Housing Unit (MHU) is a designated area which provides housing for residents in need of closely observed medical or behavioral care, medical/nursing assistance and/or medically necessary supervision or equipment. The MHU must operate 24 hours a day, seven days a week. The unit must contain life support equipment and meet the staffing and treatment needs of the resident. (IHSC Operational Definition)

Medical Providers – Medical providers include physicians, physician assistants, nurse practitioners, and pharmacist practitioners. (IHSC Operational Definition)

Medical Quality Management Unit (MQM Unit) – The MQM Unit is an IHSC unit under the Deputy Assistant Director for Administration that develops and maintains policies and procedures for IHSC; interacts and coordinates with all IHSC-staffed medical facilities to ensure adherence to the accrediting body standards set forth by the accrediting bodies. In addition, the Medical Quality Management unit oversees the IHSC Quality Improvement Program, the Risk Management Program, Compliance Investigations, and the IHSC Patient Education. (IHSC Operational Definition)

Medical Records Technicians (MRTs) – MRTs are health professionals responsible for maintaining components of health information systems consistent with the medical, administrative, ethical, legal, accreditation, and regulatory requirements of the health care delivery system. MRTs at IHSC facilities perform a variety of duties including but not limited to release of information, scanning, monitoring schedules and scheduling patients in-house and with external providers. (IHSC Operational Definition)

Mission Essential - Any element that is necessary for the carrying out or completion of a task. An example of mission essential services is all nursing services.

Mid-Level Providers – Mid-level providers are nurse practitioners (NPs) and physician assistants (PAs). (IHSC Operational Definition)

Mortality Review – A mortality review is a review conducted in the event of a resident’s death to determine the appropriateness of the clinical care provided and to identify trends that may require further study and/or analysis for corrective action.

National Commission on Correctional Health Care (NCCHC) – NCCHC is one of the accrediting organizations that publish standards for correctional facilities. Most IHSC-staffed facilities are accredited by NCCHC. (IHSC Operational Definition)

National Detention Standards – When U.S. Immigration and Customs Enforcement was formed, the agency operated its detention system under a set of National Detention Standards (NDS) that had been issued in September 2000. NDS established consistent conditions of confinement, program operations and management expectations within the agency's detention

system. <http://www.ice.gov/detention-standards/2000/>

Near-Misses (also known as Close Calls) – An event or situation that could have resulted in harm to the patient but did not, either by chance or through timely intervention. The event was identified and resolved before reaching the patient. (from DHS Directive #248-01-001, *Medical Quality Management*)

Non-formulary Medications – Non-formulary medications are medications not listed in the institution or agency formulary. These medications require approval from the facility medical authority and/or the Regional Clinical Director prior to procuring and/or dispensing to the patient. (ACA)

Non-suicidal Self-directed Violence – Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. There is no evidence, whether implicit or explicit, of suicidal intent. In past, was often called “suicidal gesture.” (CDC)

Nurse Managers – Nurse managers are experienced clinical nurses who have complete supervisory - front line - responsibilities (as the team leaders) for all nursing personnel assigned to the nursing unit-ward-complex in IHSC-staffed clinics. This includes mentoring the nurses, assigning and scheduling nurses, input into evaluating the nurses’ work and ensuring that all nursing activities are in compliance with the National Detention Standards, the American Correctional Association and the National Commission on Correctional Health Care.

Nurse Practitioner – Nurse Practitioners (NPs) are health care professionals with an advance education in clinical training, to provide preventative and acute health-care to individuals of all ages. They work collaboratively on a health-care team. (Ref: modified version from Mayo definition)

Nursing Staff – Nursing staff, within IHSC, are registered nurses (RNs), licensed practical nurses (LPNs), and licensed vocational nurses (LVNs). (IHSC Operational Definition)

Office of Civil Rights and Civil Liberties (CRCL) – The CRCL provides operational support, oversight, training and policy and program advice and review to the Department’s leadership on civil rights and civil liberties issues, investigates and resolves complaints from the public concerning civil rights and civil liberties abuses or racial, ethnic, or religious profiling, and leads departmental Equal Employment Opportunity programs. (Department of Homeland Security Lexicon)

On-Site - Identifies the specific location where a contractor is assigned to perform the functions of their position description, typically synonymous with their duty station.

Operations Memoranda (OM) – OM are temporary or "one-time" directives issued with predetermined expiration dates. The OM is signed by the IHSC AD or the IHSC DADs. The duration of an OM may be no more than **one year** from the date of issuance; however, in practice, the duration is often considerably less. Acceptable uses for OMs are to: 1) announce an upcoming event which may require some action; b) explain or clarify operations and procedures,

3) transmit guidance, training materials, or Technical/Reference Manuals, or 4) highlight the significant changes in a new or updated Program Statement (PS), and/or provide interim instructions. (IHSC Operational Definition)

Outcome – An outcome is the result of the performance (or non-performance) of a function or process. (IHSC Operational Definition)

Patient Safety Event – A patient safety event is an incident or error that occurred (actual event), or almost occurred (close call/near miss), that caused, or had the potential for causing, harm to a patient. (IHSC Operational Definition)

Peer – A peer is an individual from the same professional discipline/specialty to whom comparative reference is being made. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Peer Review – Peer review is the process by which health care providers/ professionals evaluate the care of a fellow provider/professional of the same discipline and make determinations about the quality of that care and whether the professional standard of care was met in a given clinical situation. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Performance-Based National Detention Standards (PBNDS 2008) – U.S. Immigration and Customs Enforcement undertook a revision of the National Detention Standards to more clearly delineate the results or outcomes to be accomplished by adherence to their requirements. The PBNDS 2008, developed in coordination with agency stakeholders, prescribe both the expected outcomes of each detention standard and the expected practices required to achieve them. PBNDS 2008 was also designed to improve safety, security and conditions of confinement for residents. <http://www.ice.gov/detention-standards/2008/>

Performance-Based National Detention Standards (PBNDS 2011) – In keeping with its commitment to reform the immigration detention system, U.S. Immigration and Customs Enforcement (ICE) has revised its detention standards. These new standards, known as PBNDS 2011, represent an important step in detention reform. PBNDS 2011 reflects ICE's ongoing effort to tailor the conditions of immigration detention to its unique purpose while maintaining a safe and secure detention environment for staff and residents. In developing the revised standards, ICE incorporated the input of many agency employees and stakeholders, including the perspectives of nongovernmental organizations and ICE field offices. PBNDS 2011 is crafted to improve medical and mental health services, increase access to legal services and religious opportunities, improve communication with residents with limited English proficiency, and improve the process for reporting and responding to complaints, and increase recreation and visitation. <http://www.ice.gov/detention-standards/2011/>

Performance Improvement (PI) – PI is the continuous study and adaptation of functions and processes to increase the probability of achieving desired outcomes and to better meet the needs of individuals, populations, and other users of service. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Performance Measure – A performance measure is a measure such as a standard or indicator used to assess the performance or process of any organization. A quantitative tool (e.g. rate, ratio, index, percentage) that provides an indication of an organization’s performance in relation to a specified process or outcome. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Personal Protective Equipment (PPE) – For IHSC Purposes, PPE refers to respiratory protective equipment, gloves, mask/goggles, gowns, face shields, other items used by dental staff, and any protective gear worn during biohazards or other emergencies. (IHSC Operational Definition)

Personally Identifiable Information (PII) – PII is any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual (DHS directive 047-01-001)

Pharmacy Staff – Pharmacy staff includes pharmacists and pharmacy technicians.

Pharmacy Technician – A pharmacy technician prepares and dispenses medications and maintains related records for patients in hospital or clinic under supervision of pharmacist. Prepares, packages, labels and distributes medication doses prescribed by physician. Maintains patient medication profile records, utilizing computer. Maintains inventories of drugs and supplies, performing such duties as placing drug and supply orders with Contractors, stocking shelves, rotating stock and checking expiration date of pharmaceuticals. Pharmacy technicians have a high school diploma or equivalent as a minimum and have pharmacy technician certification (CPhT) accredited by the National Commission for Certifying Agencies.

Pharmacist – A pharmacist provides pharmaceutical care to patients directly or indirectly, optimizing medication therapy, promoting health, wellness and disease prevention. The pharmacist provides therapeutic consultation regarding evidence-based efficacy, compliance improvement, medication supply, and pharmacoeconomic considerations. Oversight of the pharmacy operation and drug inventory within the pharmacy is his/her responsibility. A pharmacist has received a Bachelor’s or Doctorate Degree in Pharmacy and has an active State Board issued pharmacist license.

Pharmacist Practitioner – Pharmacist Practitioners practice medicine under the direction of physicians, as defined by a protocol mutually agreed upon by the pharmacist practitioner and his or her supervising physician. They are formally trained and authorized to examine patients, provide treatment for the management of chronic illnesses, and monitor patients’ response to medication therapy. Pharmacist practitioners have a baccalaureate or doctoral degree in pharmacy, additional post-graduate training and experience (>1 year of IHSC practice), and have specialty board certification or achieve national credentialing through a USPHS agency (e.g. NCPS)

Physical Assessment/Appraisal – The physical assessment (also called appraisal – ACA term)) is the verbal interactions with the resident and is done in conjunction with the physical

examination (done within 14 days of arrival). It may be conducted by physicians, physician assistants, nurse practitioners or specially trained and monitored registered nurses. It may not be conducted by licensed practical nurses or licensed vocational nurses. (Updated per Dr. Krohmer's draft memo to Field Medical Coordinators.)

Physical Examination (PE) (14 day) – A physical examination is a thorough evaluation of an individual's physical condition conducted within 14 days of the resident's arrival at the facility. It is completed in conjunction with the physical assessment/appraisal. It may be conducted by physicians, physician assistants, nurse practitioners or specially trained and monitored registered nurses. It may not be conducted by licensed practical nurses or licensed vocational nurses. Per NCCHC definition: a PE is an objective, hands-on evaluation of an individual. It involves the inspection, palpation, auscultation and percussion of a patient's body to determine the presence or absence of physical signs of disease.

Physician – A physician is an individual who has received a "Doctor of Medicine" or a "Doctor of Osteopathic Medicine" degree or an equivalent degree following successful completion of a prescribed course of study from a school of allopathic or osteopathic medicine. (AMA)

Physician Assistant – Physician Assistants (PA) are medical professionals who work as part of a team with a physician and are nationally certified and state-licensed to practice medicine under the supervision of a physician. (www.aapa.org)

Policy – A policy is a directive body of rules intended to influence decisions and actions. Policy can take the form of instruction, directives and memoranda. (Department of Homeland Security Lexicon)

Policy Committee – The policy committees consists of IHSC staff designated by IHSC AD as policy officers to assist the IHSC Policy Manager with the development and review of directives and guides and with strategic planning activities related to policies and procedures. (IHSC Operational Definition)

Policy Statement – A policy statement is a declaration setting forth particulars that address the overarching objective of an entity's major initiative or program (Department of Homeland Security Lexicon)

Position Description – A position description or "PD" is a statement of the major duties, responsibilities, and supervisory relationships of a position. In its simplest form, a PD indicates the work to be performed by the position. The purpose of a PD is to document the major duties and responsibilities of a position, not to spell out in detail every possible activity during the work day. (OPM)

Position Fill Time – Time begins to be counted to fill the position a first notice to Contractor from the government or by Contractor's employee or subcontractor's employee leaving position.

Position Filled – A position is filled at the time when the contractor employee is incurring billable services are performed for the assigned position. For example, a Registered Nurse has

filled a designated position on the first day of work to work as a nurse performing nursing duties.

Potentially Suicidal – A potentially suicidal resident is not actively suicidal (i.e. has plan) but expresses suicidal ideation and/or have a recent history of self-destructive behavior. They should be observed at staggered intervals not to exceed 15 minutes. (NCCHC).

Pre-Screening – A pre-screening is a brief resident medical assessment performed immediately upon resident arrival at a detention facility. It is used to triage and identify those residents who may require time-sensitive medical care or who may pose a health or safety threat to themselves or others. The pre-screening is administered prior to the formal intake screening for those residents booking into the facility, or for transient residents who will not be booked into the facility.

Prevention – Actions taken and measures put in place for the continual assessment and readiness of necessary actions to reduce risk of threats and vulnerabilities, to intervene and stop an occurrence, or to mitigate effects. (Department of Homeland Security Lexicon)

Protected Health Information - Individually identifiable health information protected health information is defined in 45 CFR 160.103, where ‘CFR’ means ‘Code of Federal Regulations’, and, as defined, is referenced in Section 13400 of Subtitle D (‘Privacy’) of the HITECH Act.

Prison Rape Elimination Act (PREA) – The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse of persons in the custody of U.S. correctional agencies. On May 11, 2012, Immigration and Customs Enforcement (ICE) issued the Sexual Abuse and Assault Prevention and Intervention directive. This directive intends to ensure an integrated and comprehensive system of preventing and responding to sexual abuse or assault of individuals in ICE custody, consistent with the goals of the Prison Rape Elimination Act of 2003.

Privileging – Privileging is a step beyond credentialing for licensed independent practitioners (LIPs) to provide services within IHSC clinics.

Prophylaxis – Prophylaxis is the removal of plaque, calculus and stains from the tooth structures. It is intended to control local irrational factors. (ADA)

Protective Custody – Protective custody is administrative segregation for the resident’s own safety. (PBNDS 2011)

Psychiatrist – A psychiatrist is a physician who applies professional knowledge in the practice of medicine in the field of psychiatry; may function in a consultation role, providing psychiatric consultation for medical staff and ICE, and/or a clinical role, providing diagnostic, preventive and therapeutic services to patients. Must be board certified in psychiatry and have administrative or supervisory experience within an inpatient treatment unit and have comprehensive knowledge of the principles of public health.

Psychiatric Mental Health Advance Practice Registered Nurses (PMH-APRNs) – A Psychiatric Mental Health Advanced Practice Registered Nurses (PMH-APRNs) is a mid-level

provider who offers primary care services to residents with psychiatric-mental health problems. PMH-APRNs assess, diagnose, and treat residents with psychiatric disorders or the potential for such disorders using their full scope of therapeutic skills, including the prescription of medication and administration of psychotherapy. APRNs earn masters or doctoral degrees in psychiatric-mental health nursing. APRNs practice as Clinical Nurse Specialists (CNSs) or Nurse Practitioners (NPs). The doctoral degree for the advanced clinical practice of psychiatric nursing is the Doctor of Nursing Practice (DNP). The APRN is subject to state laws governing practice and scope of practice.

Psychiatric Mental Health Nurse (PMHN) – A psychiatric mental health nurse is a registered nurse who has specialized training within nursing. Certification for PMHNs at all levels is provided by the American Nurses Credentialing Center (ANCC). PMHNs may develop a mental health nursing diagnosis and plan of care, implement the nursing process, and evaluate it for effectiveness.

Public Health, Safety, and Preparedness Unit – The Public Health, Safety, and Preparedness Unit provides leadership and scientific expertise in broad areas of epidemiology and public health to include surveillance, preparedness, response, national and international collaboration, and other activities related to infectious and non-infectious diseases. The Unit also provides oversight and leadership for environmental health and safety activities within IHSC. (IHSC Operational Definition)

Qualified Health Care Professionals – PBNDS 2011 includes the following practitioners in this category: physicians, physician assistants, nurses, nurse practitioners, or others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients. (PBNDS 2011 Glossary)

Quality Assurance (QA) – Quality assurance is the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that nationally recognized standards of care are being met. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Quality Improvement (QI) – Quality improvement is an approach to the continuous study and improvement of the processes of providing health care services to meet the needs of individuals and others. Synonyms include continuous quality improvement, continuous improvement, organization-wide performance improvement, and total quality management. (IHSC Operational Definition)

Quality Health Care – Quality health care is the degree to which health services for individuals and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge. (IHSC Operational Definition)

Radiology – Radiology is a medical specialty that employs the use of imaging to both diagnose and treat disease visualized within the human body. Radiologists use an array of imaging technologies (such as X-ray radiography, ultrasound, computed tomography (CT), nuclear medicine, positron emission tomography (PET) and magnetic resonance imaging (MRI) to

diagnose or treat diseases. Interventional radiology is the performance of (usually minimally invasive) medical procedures with the guidance of imaging technologies. (IHSC Operational Definition)

Radiologic Technicians – Radiologic technicians are trained in the use of diagnostic imaging equipment which aids in the diagnosis and treatment of medical conditions. Radiologic technicians have an Associate’s degree and have completed two years at an accredited Radiologic Technology Program. (IHSC Operational Definition)

Refugee – Refugee is a status granted to an individual prior to departure for and arrival in the United State that has been determined by competent authority to be fleeing persecution or have a well-founded fear of persecution in their own country because of race, religion, nationality, membership in a particular social group or political opinion(Department of Homeland Security Lexicon)

Regional Clinical Director – The Regional Clinical Director (RCD) serves as the regional medical authority for IHSC facilities in his or her region. The RCD provides orientation, oversight and ongoing mentoring of the Clinical Directors and medical providers, thereby ensuring the delivery of health care services in accordance with IHSC established scope of services and the mission, vision, and goals of the organization. The RCD reports directly to the IHSC Associate Medical Director (AMD). (IHSC Operational Definition)

Regional Field Medical Coordinators – Regional Field Medical Coordinators provide supervision over Field Medical Coordinators and all medical, behavioral health, dental care and durable medical equipment (DME) needs for individuals in ICE custody and inter-facility admissions to Medical Housing Units (MHUs) pursuant to the IHSC National Policies and Procedures. (IHSC Operational Definition)

Resident – an alien residing at a Family Residential Facility. For ICE purposes, a resident is an alien confined pursuant to the legal authority of the Immigration and Nationality Act, as amended (INA or ACT) for the purpose of removal and/or removal proceedings. ICE’s custody authority is administrative in nature, not punitive. (IHSC Operational Definition)

Resident Handbook – The resident handbook outlines the policies and procedures governing resident 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 resident upon admission to the facility. (PBNDS 2011 Glossary)

Risk – Risk is the potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences (Department of Homeland Security Lexicon)

Risk Assessment – Risk assessment is a method used to proactively evaluate the probability of a patient safety event in order to minimize the risk of the event actually occurring. (IHSC Operational Definition)

Risk Management – Risk management is a process and system that includes clinical and administrative activities that organizations undertake to identify, evaluate, and reduce the risk of injury to patients, staff and visitors, and the risk of financial loss to the organization. It involves identification of risk potential, prevention of risk exposure, and the management of real or potential adverse incidents and medical malpractice claims. (IHSC Operational Definition)

Root Cause Analysis (RCA) – RCA is the process for identifying the basic or contributing causal factor(s) associated with adverse and/or sentinel events. The review is interdisciplinary and includes those who are closest to the process. It identifies changes that could be made in systems and processes to improve performance and reduce the risk of adverse events or recurrence of close calls. (IHSC Operational Definition)

Sanitation – Sanitation is 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. (PBND 2011 Glossary)

Scheduled - Describes a status of a contractor as having meet all the prerequisites such that they are listed on the month schedule for their assigned duty station with the expectation to arrive and perform their assigned duties. (IHSC Operational Definition)

Segregation – Segregation is the confinement of a resident in an individual cell isolated from the general population. It is used for administrative, disciplinary, or protective reasons. (PBND 2011 Glossary)

Senior Leadership/Senior Leaders – Senior Leadership within IHSC includes the IHSC Assistant Director, the Deputy Assistant Directors, and the Chief of Staff. (IHSC Operational Definition)

Sentinel Event (SE) – A sentinel event is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof that is not related to the natural course of the patient’s illnesses or underlying condition. Serious injury specifically includes loss of limb or function. The phrase, “or the risk thereof”, includes any process variation for which a recurrence would carry a significant chance of a serious adverse outcome. Such events are called “sentinel” because they signal the need for immediate investigation and proactive response on the part of the organization.

Serious Mental Illness (SMI) – SMI is used to describe ICE residents who exhibit the most serious psychiatric impairment. SMI determination is made by using a set of criteria that emphasizes substantial psychiatric symptomology that causes significant functional impairment within the detention setting. (IHSC Operational Definition)

Sexual Harassment – Sexual harassment is defined as unwelcome verbal or physical conduct of a sexual nature. It includes, but is not limited to, sexual advances, pressure for sexual favors, deliberate physical contact, repeated unsolicited comments or gestures, or displaying offensive pictures. (ICE Policy No. 8001.2)

Shift-Call-Out -- The process whereby a contractor, scheduled to be on-site and working, notifies (usually telephonically) their employer in advance that he or she is not reporting for their scheduled shift. (IHSC Operational Definition)

Sick Call – Sick call is a process that allow residents the unrestricted opportunity to freely request health care services (including mental health and dental services) provided by a physician or other qualified health professionals. (IHSC Operational Definition)

Sick Call Triage Staff/Providers – Sick call triage staff within IHSC are registered nurses (RNs), nurse practitioners (NPs), physician assistants (PAs), and physicians. For a mental health sick call, any mental health provider may triage as well. For dental issues, a dental assistant, dental hygienist, dentist, RN or mid-level provider may triage. (IHSC Operational Definition)

Sick Leave – Sick leave is a period of authorized absence from official duties with pay because of sickness, disability, or need of medical services. Contract personnel should reference their company policy regarding personal time off.

Special Management Unit (SMU) – The SMU is a housing unit for residents in administrative or disciplinary segregation. (PBNDS 2011 Glossary)

Special Medical Operations Unit – The Special Medical Operations unit provides medical services during air, land, and sea operations domestically and internationally and serves as health program advisors to ICE for special medical operations. The unit provides medical services for the detained alien’s medical needs during a domestic transfer or international removal and at work site enforcement/fugitive apprehension operations. In addition, Special Medical Operations also provides medical services to migrants rescued or interdicted at sea on US Coast Guard cutters patrolling the Florida Straits and Caribbean Sea. (IHSC Operational Definition)

Special Needs Residents – A resident whose mental and/or physical condition requires different accommodations or arrangements than a general population resident would receive. Special needs residents include but are not limited to those who are emotionally disturbed, developmentally disabled, mentally ill, physically handicapped, chronically ill, disabled, or infirm and the drug and alcohol addicted. (PBNDS 2011 Glossary)

Staffing - The Functional Area in the QASP describing the quality and quantity of individuals employed by the Contractor to meet the requirement of the contract. (IHSC Operational Definition)

Standard – A standard is a statement of expectation that defines the structures and processes that must be substantially in place in an organization to enhance the quality of care. (IHSC Operational Definition)

Standard of Care – Standard of care is a health care diagnostic or treatment judgments and actions of a provider/professional generally accepted in the healthcare discipline or specialty involved as reasonable, prudent, and appropriate. Medical standards of care can vary (1) among types of medical facilities such as hospitals, clinics, pre-hospital emergency medical care and

alternate care facilities, (2) based on prevailing circumstances, including during emergencies, and (3) based on the discipline and qualifications of the provider. (DHS Directives System - Instruction # 248-01-001, Revision 1 - Medical Quality Management)

Start Date - A mutually agreed upon date between the Contractor and the government whereby a contractor with corresponding position code will be on site and working for their first day of orientation. (IHSC Operational Definition)

Subject Matter Expert (SME) – individual with in-depth knowledge in a specific area or field (Department of Homeland Security Lexicon)

Suicide – A suicide is a death caused by self-directed injurious behavior with any intent to die as a result of the behavior. In past was often referred to as “completed suicide.” (CDC Definition)

Suicide Attempt – A suicide attempt is a non-fatal self-directed potentially injurious behavior with any intent to die as a result of the behavior. A suicide attempt may or may not result in injury. (CDC definition)

Suicide Gesture – See “**Non-suicidal Self-directed Violence.**”

Suicidal Statement – A suicidal statement is a written or verbal statement indicating a wish to die or be dead. Some statements may be more indirect such as “I wish I hadn’t been born.” (IHSC Operational Definition)

Suicide Watch – Suicide watch is the uninterrupted personal visual observation of an individual deemed at-risk of committing self-injurious behavior. This monitoring is used to prevent such behavior. The room where this observation occurs must permit easy access, privacy, and unobstructed vision of the individual at all times. (Hybrid definition from BOP Psychology Services policy and information from NY DOC.)

Tele-Health Unit (includes tele-psychiatry) – The Tele-Health Unit provides access to medical care for all ICE facilities, focusing on underserved, geographically isolated facilities through the use of telecommunications and information technology. The Tele-Health Unit aims to increase the quality of care, decrease the cost of care, and provide rapid screening, diagnosis, and treatment for a population that moves quickly in and out of ICE custody. IHSC provides tele-psychiatry services to residents where there is no psychiatrist in the detention center, as well as tele-radiology services, which are primarily used for chest x-rays for rapid screening of infectious respiratory diseases.

Temporary Duty (TDY) – TDY travel is defined as performing official travel away from the local commuting area of the employee’s permanent duty station (PDS) – the primary address at which the employee works. Any location within 50 miles or less of the employee’s PDS is considered to be within the local commuting area (local travel). Employees must be away from the local commuting area for more than 12 hours to be considered on TDY travel status. (IHSC Operational Definition)

Threat – Any gesture, act, or oral or written expression which is perceived as intent to cause physical harm to persons or damage to property.

Transgender – Transgender people are those whose gender identity or expression is different from their assigned sex at birth. (PBNDS 2011)

Unaccompanied Alien Child (UAC). One who (A) has no lawful immigration status in the United States;(B) has not attained 18 years of age; and(C) with respect to whom (i) there is no parent or legal guardian in the United States; or(ii) no parent or legal guardian in the United States is available to provide care and physical custody. *See* Homeland Security Act of 2002 § 462(g); 6 U.S.C. § 276(g) ICE transports apprehended UACs to the custody and care of the Office of Refugee Resettlement (ORR) within the Department of Health and Human Services. Individuals under the age of 18 who are “accompanied” by an “available” parent or legal guardian may be detained by ICE whether or not the parent or legal guardian is in ICE custody.

Urgent Condition – An urgent condition is a medical condition requiring immediate attention that can be provided by health care staff at the facility. For example, a laceration requiring sutures, asthma attack requiring nebulizer treatment. (IHSC Operational Definition)

Vacancy(ies) – The status of a position code whereby there is no assigned Contractor staff that is onsite and working relative to that position code excluding government acknowledgement of administrative leave.

Working - status of a contractor that has met all the prerequisites such that they are actively performing the functions of their position description at their duty station as scheduled. (IHSC Operational Definition)

Workplace Harassment - Workplace harassment is defined as any unwelcome verbal or physical conduct based on race, color, religion, sex (of a sexual or non-sexual nature), national origin, age, disability, reprisal, sexual orientation, parental status, or protected genetic information. It includes, but is not limited to, repeated derogatory slurs, stereotypes or generalities that lump one group together and denigrate them, racial or ethnic jokes and displaying paraphernalia of racial hate groups. (ICE Policy # 8003.1, Anti-Harassment Policy)

(End of Section C)

SECTION D – PACKAGING AND MARKING

There are no clauses incorporated with this section for this contract.

(End of Section D)

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SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.246- 6 – Inspection—Time-and-Material and Labor-Hour. (MAY 2001)

E-2. INSPECTION AND ACCEPTANCE. Inspection and acceptance of Contractor performance will be made by the Contracting Officer Representative (COR). This delegation of authority does not authorize any actions that may result in changes in the provisions, specifications, or pricing of this contract.

E-3. ACCEPTANCE OF SERVICES. Acceptance of services and/or deliverables occurs when services and deliverables have been reviewed and approved, in writing, by the Contracting Officer or his/her authorized representative. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract or any issued delivery order.

E-4. ACCEPTANCE CRITERIA. The items specified for delivery are subject to the review and approval of the COR before final acceptance. The COR will review all deliverables submitted to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements specified. The Contractor shall ensure the accuracy and completeness of all deliverables. While occasional typos and calculation errors may be permitted, persistent recurrent errors, misleading or unclear statements, incomplete or irrelevant information, excessive rhetoric, repetition and ‘padding’ may be considered deficiencies and cause for rejection. Unless otherwise indicated, the Government will review and comment on all deliverables within ten (10) calendar days. If the government does not respond within the ten (10) calendar days period, the Contractor shall assume acceptance by the government.

E-5. REJECTION OF SERVICES AND PROCEDURES. The government reserves the right to reject services and to require replacement or correction within five (5) calendar days of notification of such problems. The Contractor, after notice of defect or non-conforming products or services or any part thereof, shall be responsible for any shipping charges and handling costs to and from the Contractor's facility for such rejections, corrections, and replacements as well as any administrative costs that may be incurred. The Contractor shall correct the deficiency and re-submit to the Government for consideration under the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government will require re-performance and may consider the Contractor as having deficient performance with respect to the subject task/subtask.

(End of Section E)

SECTION F – DELIVERABLES AND PERFORMANCE

F-1. PERIOD OF PERFORMANCE. ICE awards of a Labor Hour Contract with a base year, two (2) one (1) year option periods, and one (1) eleven (11) month option period.

F-2. PLACES OF PERFORMANCE. See Attachment J-7 for IHSC Locations.

F-3. 52.242-15 -- Stop-Work Order. (AUG. 1989)

F-4. DELIVERABLES.

Deliverable	Due Date	Frequency
Quality Control Plan	Submitted with proposal and updated as needed	Ongoing activities to ensure quality in all deliverables.
IT Security Plan	Within 30 days after contract award	Updated as needed
Contractor Quality Committee	Within 30 days of contract signature	Ongoing activities to ensure quality in all deliverables.
Training, Licensure and Competency Compliance Plan	Upon contract award and updated as needed	Updated as needed
Contractor Administration Standards Compliance Tool	Upon contract award and updated as needed	Updated as needed
Staff Supervision Plan	Upon contract award and updated as needed	Updated as needed
Site Status Report (J-11)	Upon contract award	Weekly
A Temporary Vacancy/Absence Coverage Plan	Upon contract award and updated as needed	Updated as needed
Staff Scheduling Plan	Upon contract award and updated as needed	Updated as needed
Staff Recognition Policy	Upon contract award and updated as needed	Updated as needed
Ad Hoc/Weekly/Other Meeting Reporting –agenda - minutes	Upon contract award	Upon occurrence of meetings

F-4.1 Records and Reports. The Contractor shall regularly report status of all deliverables both verbally and in writing. The Contractor shall be required to update the Government in weekly meetings as determined by the Government to ensure all deliverables are being met.

F-4.2 Site Status Report. The Contractor shall maintain and submit the Site Status Report electronically to the COR weekly. The Government shall provide Site Status Report under J-11: Site Status Report.

F-5. RECOGNIZED FEDERAL HOLIDAYS.

Listed below are recognized Government holidays; however, the IHSC healthcare delivery system is a 24/7 operation:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G-1. CONTRACT ADMINISTRATION. Notwithstanding the Contractor’s responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the ICE and the Contractor.

The individuals outlined in Section G will be the Government points of contact during the performance of this contract for their respective roles as identified herein:

Contract Specialist:

TBD

Office of Acquisition Management
Detention Compliance and Removals
801 I Street, NW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: TBD

Administrative Contracting Officer

(b)(6), (b)(7)(C)

Office of Acquisition Management
Detention Compliance and Removals
801 I Street, NW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C) @ice.dhs.gov

Contracting Officer

(b)(6), (b)(7)(C)

Office of Acquisition Management
Detention Compliance and Removals
801 I Street, NW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C) @ice.dhs.gov

Contracting Officer Representatives

CAP (b)(6), (b)(7)(C)

ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
500 12th St., SW
Washington, D.C. 20536
Phone: 202-732-(b)(6);
Email: (b)(6), (b)(7)(C) @ice.dhs.gov

(b)(6), (b)(7)(C)

ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
500 12th St., SW
Washington, D.C. 20536
Phone: 202-731-(b)(6);
Email: (b)(6), (b)(7)(C)@ice.dhs.gov

LCDR (b)(6), (b)(7)(C)
ICE Health Service Corps (IHSC)
Enforcement Removal Operations (ERO)
500 12th St., SW
Washington, D.C. 20536
Phone: 202-321-(b)(6);
Email: (b)(6), (b)(7)(C)@ice.dhs.gov

The CO has the sole authority to award, modify or terminate contracts and obligate Government funds. The CO is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interest of the United States in its contractual relationships.

G-2. APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE.

The Contracting Officer shall designate and authorize, in writing and in accordance with agency procedures, a contracting officer's representative (COR) on all contracts and orders other than those that are firm-fixed price, and for firm-fixed-price contracts and **orders as appropriate**. The Contracting Officer shall designate and authorize a COR as early as practicable after the nomination.

A COR—

- (1) Shall be a Government employee, unless otherwise authorized in agency regulations;
- (2) Shall be certified and maintain certification in accordance with the current Office of Management and Budget memorandum on the Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) guidance, or for DoD, in accordance with the current applicable DoD policy guidance;
- (3) Shall be qualified by training and experience commensurate with the responsibilities to be delegated in accordance with agency procedures;
- (4) May not be delegated responsibility to perform functions that have been delegated under 42.202 to a contract administration office, but may be assigned some duties at 42.302 by the contracting officer;
- (5) Has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its

subcontractors to operate in conflict with the contract terms and conditions;

(6) Shall be nominated either by the requiring activity or in accordance with agency procedures; and

(7) Shall be designated in writing, with copies furnished to the contractor and the contract administration office—

(i) Specifying the extent of the COR's authority to act on behalf of the contracting officer;

(ii) Identifying the limitations on the COR's authority;

(iii) Specifying the period covered by the designation;

(iv) Stating the authority is not redelegable; and

(v) Stating that the COR may be personally liable for unauthorized acts.

G-3. GOVERNMENT PERSONNEL: ROLES AND RESPONSIBILITIES.

(a) **Contracting Officer:** The Contracting Officer (CO) has the overall and primary responsibility for the administration of this contract. Only the CO has the authority to enter into, administer, modify, or terminate this contract on behalf of the Government. This authority includes modifying and deviating from the contract terms, conditions, requirements, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for convenience or default. The CO has authority to delegate certain responsibilities to an authorized Contracting Officer's Representative who will ensure appropriate clinical expertise is provided to address clinical issues. At the CO's discretion a performance requirement or performance deficiency or any other performance variation by the Contractor may be waived. The Contractor may submit a waiver request to the CO in writing on case by case basis.

(b) **Contracting Officer's Representative:** The Contracting Officer (CO) shall appoint a Contracting Officer Representative (COR) with the primary duty to monitor Contractor performance to ensure that all technical requirements under the contract are met within the period of performance. The authorization is not delegable. The COR has the responsibility to inspect all services and is authorized to approve/reject invoices for payment.

1. The COR's responsibilities and duties include:

- a. Conduct surveillance in accordance with the QASP. Document surveillance activities and provide a copy of documentation to the CO. Review technical proficiency and compliance against the technical provisions of the contract, and verify the performance of work by the Contractor;

- b. Perform surveillance of the performance under the contract and conduct inspections necessary to assure performance and compliance with the terms and conditions of the contract;
 - c. Assure prompt review of draft reports and approval of final reports to Contractor to assist with meeting the specified completion date of the contract, and assuring prompt inspection and acceptance, or rejection of deliverable;
 - d. Notify the Contractor of deficiencies observed during surveillance. Record and report to the CO all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder future performance;
 - e. Immediately bring to the Contractor's attention any potentially hazardous conditions. The Contractor is always required to comply with federal Occupational Safety and Health Administration (OSHA) guidelines, applicable labor and environmental laws, as well as any state or local requirements for workplace safety, whether in federal facility or other location; and
 - f. Collaborate with the Regional Clinical Director who has responsibility for clinical oversight and provide feedback to the Contractor concerning any identified issues.
2. The COR shall notify the CO in writing of the following:
- a. Any requests for changes from a Contractor;
 - b. Potential labor disputes or workforce problems;
 - c. Lack of performance which may jeopardize the cost or required schedule;
 - d. Possible changes in Contractor management and/or key personnel;
 - e. Disagreements with the Contractor regarding performance of statement of work (SOW) requirements or other potential disputes with the Contractor about technical or other business matters;
 - f. Any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant;
 - g. Procurement fraud, waste, abuse, bribery, conflict of interest, or other improper conduct to the CO and agency office, such as the OIG; and
 - h. All problems, potential disagreements or controversy, both oral and in writing regarding the status of the contract and performance of its requirements.

(c) **Government Technical Monitor (GTM):** The CO may appoint a Government Technical

Monitor (GTM) to assist the COR in monitoring a Contractor's performance. A GTM shall be a U.S. Government employee.

G-4. INVOICES/PAYMENTS.

All travel that is invoiced must also include all required documentation as per FTR. Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:

(b)(7)(E) [REDACTED]@ice.dhs.gov

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: ICE-ERO/FOD-BTV
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 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) 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 Contractor 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:

4. Safeguarding Information: As a contractor or Contractor 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:

- 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 [\(b\)\(7\)\(E\)](http://(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 1-877-491-6521 or by e-mail at [\(b\)\(7\)\(E\)@ice.dhs.gov](mailto:(b)(7)(E)@ice.dhs.gov)

G-5. TECHNICAL DIRECTION.

(a) Technical Direction is defined to include:

1. Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement; and
3. Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

1. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications;
2. Perform or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government;
3. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer;
4. Issue written interpretations of technical requirements of Government drawings, designs, and specifications;
5. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems; and
6. Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

(c) **LIMITATIONS:** The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may have an impact on the contract schedule, funds, scope or rate of utilization of estimated levels of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- (d) In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H-1. GOVERNMENT-CONTRACTOR RELATIONSHIP.

(a) The government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the government and the Contractor and/or between the government and the Contractor's employees. It is, therefore, in the best interest of the government to afford the parties a full and complete understanding of their respective obligations.

(b) Contractor personnel under this contract shall not be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal officer, military or civilian.

H-2. SUBCONTRACTING PLAN & USE OF SUBCONTRACTORS AND INDEPENDENT CONTRACTORS.

The Contractor is permitted to use independent contractors for services rendered under this contract. If the Contractor deems it necessary to obtain the services of a subcontractor to fulfill its obligations under this contract, Contractor will notify the CO in writing of its intent to use subcontractor for particular positions. No approval is necessary for use of a subcontractor that is a subsidiary of Contractor or a subcontractor identified in the Contractor's original proposal. Responsibility remains with the Contractor for all subcontractor and independent Contractors. Any subcontractor utilized by the Contractor shall be responsible for the same requirements as the prime Contractor. Contractor will remain the sole point of contact for the government in all matters related to the delivery of services under this contract.

The Contractor's Subcontracting Plan dated 12/4/2017 is determined to be acceptable and is hereby incorporated by reference as a material part of this contract. In accordance with FAR 19.704(a)(10)(iii) and (iv), submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS.

The following list constitutes the approved subcontractors under this contract:

1. Ruby Recruiting
2. AllMedSearch
3. Fidelity Partners
4. CompHealth
5. Dartmouth Global Solutions
6. GBX
7. Staffing Etc.
8. Vista Staffing Solutions
9. GiaCare
10. Medical Staffing Solutions

11. Spectrum Services Group

H-3. CONTRACTOR EMPLOYEE IDENTIFICATION.

In accordance with FAR 37.114 (c), Special Acquisition Requirements, all contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties, are required to identify themselves as contract employees, including email signature blocks and voicemail, to avoid creating an impression in the minds of members of the public or Congress that they are Government employees. They must also ensure that all documents or reports produced by contractors are employee suitably marked as contractor products, or that contractor participation is appropriately disclosed.

H-4. EMERGENCY, NATURAL DISASTERS, AND OTHER OCCURRENCES.

In the event of an emergency, natural disaster, or other occurrence that prevents contractor personnel from reporting to their assigned workplace, the Government may require the contractor to report to a different facility.

H-5. RESERVED

H-6. DETAINEE PRIVACY.

The Contractor is required to follow HIPAA and the Privacy Act laws rules and regulations. The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the DHS regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in H-29.

H-7. PUBLIC DISCLOSURE OF WORK UNDER THIS CONTRACT.

(a) Public disclosure of information derived from or knowledge gained as a result of work under this contract whether by press release, word of mouth, written correspondence, or any other means is prohibited without the advance written consent of the Contracting Officer. Any request for authority to release such information will be made in writing and submitted by the Contractor to the Contracting Officer with a copy to the COR. Each request will be documented with sufficient evidence to justify the requested release as being in the best interest of the public. Final determination with regard to the necessity of public disclosure of such information remains solely with the Contracting Officer.

(b) As used in this clause, the prohibition against "public disclosure" is defined to include a prohibition against disclosure to any governmental agency or unit other than the IHSC, as well as any individual or group of individuals outside of the government.

(c) Contractor agrees to insert the clause in paragraphs (a) and (b) above, in any and all subcontracts hereunder relating to performance of work under this contract.

H-8. PRIVACY

H-8.1 PRIV 1.1: Required Security and Privacy Training for Contractors:

(a) Contractor shall provide training for all employees and sub-Contractors that have access to Sensitive PII as well as the creation, use, dissemination and / or destruction of Sensitive PII, at the outset of the sub-Contractor's / employee's work on the contract and every year thereafter. Said training would include procedures on how to properly handle Sensitive PII, to include security requirements for transporting of transmitting Sensitive PII information, reporting requirements for a suspected breach or loss of Sensitive PII information, etc.

(b) All Contractor employees are required to take Privacy at DHS: Protecting Personal Information training course. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information, regardless of their employment status, be they Federal or contract type employees, to take the annual Information Assurance Awareness Training course.

(c) These courses can be obtained via links on the ICE intranet site or the Agency will make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the ICE COR that the required training has been completed for all the Contractor's employees.

(End of clause)

H-8.2. PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.
2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Contracting Officer's Representative (COR) or Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:
 - a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
 - b. Date, time, and location of the incident.
 - c. Type of information lost or compromised.

- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
 - e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
 - f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
 - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
 - h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.
4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.
5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

H-8.3. PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for notification of victims and provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

H-8.4. PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, sub-Contractor employees, or independent Contractors terminate working on the contract. The separation check list must cover areas such as: (1) return of any government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/sub-Contractor employee or independent Contractor, including the wiping of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, sub-Contractor employee, or independent Contractor, the Contractor shall notify the COR within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of the employment

or work on the contract.

(End of clause)

H-8.5. PRIV 1.5: Prohibition on Use of PII in Vendor Billing and Administrative Records:

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive government information, such as personally identifiable information (PII), created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the COR, COTR, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(End of clause)

H-8.6. PRIV 1.6: Prohibition on Performing Work Outside A Government Facility/Network/Equipment:

The Contractor shall perform all tasks described in this document at authorized government facilities and on authorized government networks, using government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing government furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized government facilities and/or networks at all times.

(End of clause).

H-8.7. PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ICE 011 ENFORCE SORN

DHS/ICE 013 Alien Health Records SORN

These SORNs may be updated at any time and the most current versions are publicly available at www.dhs.gov/privacy.

(End of clause)

H-8.8. PRIV 1.8: Safeguarding Sensitive PII Requirement: Contractor employees shall comply with the Handbook for Safeguarding Sensitive PII at DHS at all times when handling Sensitive PII, including encryption of SPII as required in the Handbook. This requirement will be passed down in all sub-contracts as well.

(End of clause)

H-8.9. PRIV 1.9: Non-Disclosure Agreement Requirement: All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a non-disclosure

agreement (DHS Form 11000-6) prior to commencing work.

(End of clause)

H-8.10. PRIV 2.1: Restriction on Testing Using Real Data Containing PII: The use of real data containing Sensitive PII, from any source, for testing purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing whenever feasible. ICE policy requires that any proposal to use real data or de-identified data for IT system testing be approved by the ICE Privacy Officer and Chief Information Security Officer in advance. In the event performance of the contract requires or necessitates the use of real data for system testing purposes, the Contractor in coordination with the CO or COR and government program manager shall obtain approval from OCIO and the ICE Privacy Office and complete any required documentation.

(End of clause)

H-8.11. PRIV 2.2: Restriction on Training Using Real Data Containing PII: The use of real data containing Sensitive PII, from any source, for training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for training whenever feasible. ICE policy requires that any proposal to use real data or de-identified data for IT system training be approved by the ICE Privacy Officer and Chief Information Security Officer in advance. In the event performance of the contract requires or necessitates the use of real data for training purposes, the Contractor in coordination with the CO or COR and government program manager shall obtain approval from OCIO and the ICE Privacy Office and complete any required documentation.

(End of clause)

H-8.12. PRIV 2.3: Requirements for Contractor IT Systems Hosting Government Data: The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor, or any subcontractor, on which Government data shall reside for purposes of IT system development, design, data migration, testing, training, or disposal.

(End of clause)

Requirements for Auditing of User Accounts

[TBD]

H-8.13. PRIV 2.4: Requirements to Support Completion of Privacy Compliance Documents: The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The

Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under “Privacy Compliance Process & Templates.” DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(End of clause)

H-8.14. PRIV 2.5: Requirement for Privacy Lead: The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation are kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

- Candidate must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and to synthesize information together from a variety of sources.
- Candidate must have excellent verbal communication and organizational skills.
- Candidate must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Candidate must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Candidate must be able to work well with others.

(End of clause)

H-9. RECORDS

H-9.1 REC: 1.1: Required DHS Basic Records Management Training : Contractor shall provide DHS basic records management training for all employees and sub-Contractors that have access to Sensitive PII as well as the creation, use, dissemination and / or destruction of Sensitive PII, at the outset of the sub-Contractor’s / employee’s work on the contract and every year thereafter. This course can be obtained via links on the ICE intranet site or the Agency will make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the ICE COR that the required training has been completed for all the Contractor’s employees.

(End of clause)

H-9.2. REC 1.2: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the express permission of the Contracting Officer or Contracting Officer's representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise provided in the contract. The Government Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

H-9.3. REC 1.3: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

H-9.4. REC 1.4: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(End of clause)

H-9.5. REC 1.5: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

H-9.6. REC 1.6: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

(End of clause)

H-9.7. REC 1.7: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

H-10. PRISON RAPE ELIMINATION ACT.

INCORPORATION OF DHS PREA STANDARDS

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, “Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,” 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede.

The contractor shall be responsible for complying with all provisions applicable to contractors and to medical staff, including:

PREA SECTION	REQUIREMENT(S)
Prevention Planning	115.15 115.16 115.17
Responsive Planning	115.21(3-4)
Training and Education	115.31 115.32 115.35
Assessment for Risk of Victimization and Abusiveness	115.41 115.42(2)
Official Response Following a Detainee Report	115.61 115.62 115.64 115.66 115.67
Discipline	115.77
Medical and Mental Care	115.81 115.82 115.83

115.6 Definitions Related to Sexual Abuse and Assault

- (1) Sexual abuse includes –
 - (a) Sexual abuse and assault of a detainee by another detainee; and
 - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
- (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, 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.
- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
- (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, or anus;
 - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
 - (f) Repeated verbal statements or comments of a sexual nature to a detainee;
 - (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
 - (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

PREVENTION PLANNING

115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

115.13 Detainee supervision and monitoring.

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

115.15 Limits to cross-gender viewing and searches.

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.

- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.
- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.

- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

115.17 Hiring and promotion decisions.

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.
- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.

- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

115.18 Upgrades to facilities and technologies.

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

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.
- (3) Where evidentiary or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a

forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.

- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

TRAINING AND EDUCATION

115.31 Staff training.

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:

- (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
 - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (c) Definitions and examples of prohibited and illegal sexual behavior;
 - (d) Recognition of situations where sexual abuse may occur;
 - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
 - (f) How to avoid inappropriate relationships with detainees;
 - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
 - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
 - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
 - (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

115.32 Other training.

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.
- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

115.33 Detainee education.

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
 - (a) Prevention and intervention strategies;

- (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
 - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
 - (d) Information about self-protection and indicators of sexual abuse;
 - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
 - (f) The right of a detainee who has been subjected to sexual abuse to receive
- (2) treatment and counseling. Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
 - (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
 - (4) Each facility shall post on all housing unit bulletin boards the following notices:
 - (a) The DHS-prescribed sexual assault awareness notice;
 - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
 - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
 - (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
 - (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

115.34 Specialized training: Investigations.

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.
- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

115.35 Specialized training: Medical and mental health care.

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

115.41 Assessment for risk of victimization and abusiveness.

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
 - (a) Whether the detainee has a mental, physical, or developmental disability;
 - (b) The age of the detainee;
 - (c) The physical build and appearance of the detainee;
 - (d) Whether the detainee has previously been incarcerated or detained;
 - (e) The nature of the detainee's criminal history;
 - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
 - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
 - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
 - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the detainee's detriment by staff or other detainees or inmates.

115.42 Use of assessment information.

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.

- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

115.43 Protective custody.

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:
 - (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
 - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

REPORTING

115.51 Detainee reporting.

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

115.52 Grievances.

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.
- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

115.53 Detainee access to outside confidential support services.

- (1) Each facility shall utilize 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 perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding 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.

- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

115.54 Third-party reporting.

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the reporting requirements set forth in the agency's and facility's written policies and procedures.
- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

115.62 Protection duties.

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

115.63 Reporting to other confinement facilities.

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

115.64 Responder duties.

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
 - (a) Separate the alleged victim and abuser;
 - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
 - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
 - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

115.65 Coordinated response.

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.

- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

115.66 Protection of detainees from contact with alleged abusers.

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

115.67 Agency protection against retaliation.

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

115.68 Post-allegation protective custody.

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee 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.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

INVESTIGATIONS

115.71 Criminal and administrative investigations.

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal

investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.

- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
 - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
 - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
 - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
 - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
 - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
 - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
 - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

DISCIPLINE

115.76 Disciplinary sanctions for staff.

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated

allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.

- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

115.77 Corrective action for contractors and volunteers.

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

115.78 Disciplinary sanctions for detainees.

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall 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.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

MEDICAL AND MENTAL CARE

115.81 Medical and mental health assessments; history of sexual abuse.

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

115.82 Access to emergency medical and mental health services.

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.
- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

DATA COLLECTION AND REVIEW

115.86 Sexual abuse incident reviews.

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

115.87 Data collection.

- (1) Each facility shall maintain in a secure area 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 in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

AUDITS AND COMPLIANCE

115.93 Audits of standards.

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

ADDITIONAL PROVISIONS IN AGENCY POLICIES

115.95 Additional provisions in agency policies.

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.

H-11. EMPLOYMENT OF NON-UNITED STATES CITIZENS AND E-VERIFY PROGRAM.

(a) Federal statutes and Executive Orders (EOs) require employers to abide by the immigration laws of the United States (U.S.) and to employ in the U.S. only individuals who are eligible to work in the U.S. In particular, the Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a), requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, recruiting, or referring for a fee, of aliens who are not authorized to work in the U.S.

(b) By its performance of this Contract, the Contractor certifies that it has complied and will comply with IRCA and all other U.S. statutes and EOs that address immigration and employment of individuals eligible to work in the U.S. The Contractor expressly certifies that it has verified the identity and employment eligibility of any individual who is hired for employment or continues to be employed to work under this Contract. The Contractor certifies further that it will ensure, prior to the award of any subcontract for work under this Contract that current and proposed subcontractors employing four or more individuals are in compliance with IRCA and all other applicable U.S. statutes and EOs. Questions regarding compliance under the IRCA may be directed to U.S. Department of Justice, Immigration and Naturalization Service.

(c) The E-Verify program provides an internet-based means of verifying employment eligibility of workers employed in the U.S. Although the E-Verify program is NOT a substitute for any other employment eligibility verification required by Federal statutes and EOs, it is a free tool to facilitate compliance with the IRCA and other applicable statutes and EOs. Information on registration for and use of the E-Verify program is available at the Department of Homeland Security web-site: <http://www.dhs.gov/E-Verify>.

(d) Definitions. As used in this clause-

“Alien” means any person not a citizen or national of the United States.

“United States” means the continental United States, Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

H-12. REPRESENTATION. The Contractor shall not represent or permit itself or its employees to be represented as agents or employees of the United States Government, and shall not use the names or acronyms of DHS, ICE, DCR, or IHSC on advertising material. The Contractor shall not represent, expressly or by implication, that the services provided under this contract are endorsed by any element of the government.

H-13. SUBMITTAL REQUIREMENTS. Offerors responding to this solicitation are required to reference Section L of this solicitation for proposal submittal requirements.

(End of Section H)

SECTION I – CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vffara.htm>

<http://farsite.hill.af.mil/reghtml/regs/other/hsar/3052.htm>

(End of Clause)

FAR Clause	Description	Year
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-8	Order of Precedence -- Uniform Contract Format	OCT 1997
52.215-23	Limitations on Pass-Through Charge	OCT 2009

FAR Clause	Description	Year
52-219-8	Notice of Price Evaluation for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-16	Liquidated Damages -- Subcontracting Plan	JAN 1999
52.219.23	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice to the Government of Labor Dispute	FEB 1997
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers With Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Employment Eligibility Verification	DEC 2014
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance With Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restriction on Certain Foreign Purchases	JUN 2008
52.228-7	Insurance -- Liability to Third Persons	MAR 1996
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer-- System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

FAR Clause	Description	Year
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law For Breach Of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-7	Notification of Changes	APR 1984
52.243-3	Changes – Time-and-Materials or Labor-Hours	SEPT 2000
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.246-25	Limitation of Liability -- Services	FEB 1997
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.247-67	Submission of Transportation Documents for Audit	FEB 2006
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

52.204-1 -- Approval of Contract. (DEC. 1989)

This contract is subject to the written approval of a Contracting Officer and shall not be binding until so approved.

(End of Clause)

52.217-8 -- Option to Extend Services. (NOV. 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract. (MAR. 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written

notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

52.222-42 -- Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE. (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: Minimum coverage shall be \$5 million per incident and \$10 million per aggregate.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

HSAR Clause	Description	Year
3052.203-70	Instructions for Contractor Disclosure of Violations	SEPT 2012
3052.205-70	Advertisements, Publicizing Awards, and Releases	SEPT 2012
3052.219-70	Small Business Subcontracting Plan Reporting	JUN 2006

HSAR Clause	Description	Year
3052.222-70	Strikes or picketing affecting timely completion of the contract work.	DEC 2003
3052.222-71	Strikes or picketing affecting access to a DHS facility	DEC 2003

3052.204-70 Security requirements for unclassified information technology resources. (JUN. 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include—

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

3052.204-71 Contractor employee access. (SEPT. 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, and insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

3052.215-70 Key personnel or facilities. (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Program Manager

Assistant/Alternate Program Manager

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of DHS (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of DHS (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)

- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate.* The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and

guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed

every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the

Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;

- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;

- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or;

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor

employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Security Training Requirements.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The DHS requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the

contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

(END OF SECTION I)

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Name
J-1	Preliminary Site Staffing Matrix
J-2	QASP
J-3	Position Description
J-4	Offsite and Emergent Care
J-5	Employee Health
J-6	Credentialing and Privileging
J-7	IHSC Locations
J-8	Orientation Checklist
J-9	Document Checklist
J-10	Contractor Exit Clearance Checklist
J-11	Site Status Report
J-12	Discipline Shift Requirements
J-13	Medical Staffing Price Proposal (Volume III)
J-14	DOL Service Wage Rate Determinations
J-15	STGi Successful Proposal (Volume I and Volume II)
J-16	Signed Amendments