

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



**U.S. Immigration
and Customs
Enforcement**

12/28/2023

Mehreen Rasheed
American Oversight
1030 15th Street, NW
Suite B255
Washington, District of Columbia 20005

RE: ICE FOIA Case Number 2020-ICFO-00820

Dear Requester:

This letter is the final response to your Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE), dated 9/4/2019. You have requested any Quality Assurance Surveillance Plan and any Contract Discrepancy Report submitted by a contracting officer's representative regarding the following facilities: Stewart Detention Center, Adelanto Ice Processing Center, South Texas Detention Complex, Northwest Detention Center, Eloy Federal Contract Facility, Jena/Lasalle Detention Facility, Port Isabel Detention Center, Otay Mesa Detention Center, Houston Contract Detention Facility, Florence Correctional Center, Otero County Processing Center, El Paso Service Processing Center, Joe Corley Detention Facility, Cibola County Correctional Center, Imperial Regional Detention Facility, Rio Grande Detention Center, and Aurora Contract Detention Facility. ICE has considered your request under the FOIA, 5 U.S.C. § 552.

A search of the ICE Office of Acquisitions (OAQ) for records responsive to your request produced 284 pages that are responsive to your request. After review of those documents, I have determined that portions of 284 pages will be withheld pursuant to Exemptions of the FOIA as described below.

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The U.S. Supreme Court, in *Food Marketing Institute v. Argus Leader Media*, 139 S. Ct. 2356, 2363 (2019), has held that Exemption 4 protects information submitted to the government with assurances that the information will remain secret, and where the submitter of the information customarily keeps it private, holds it in confidence, or does not release it to the public. In absence of express or implied government assurances, the submitter's practice of keeping such information confidential is sufficient for withholding the information. I reviewed the information responsive to the request and confirmed that the information is information that the submitter holds in confidence or does not release to the public and is therefore exempt from disclosure under FOIA Exemption 4.

FOIA Exemption 6 exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes that could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interest in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate. As such, I have determined that the privacy interest in the identities of individuals in the records you have requested clearly outweigh any minimal public interest in disclosure of the information. Please note that any private interest you may have in that information does not factor into this determination.

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

You have a right to appeal the above withholding determination. Should you wish to do so, you must send your appeal and a copy of this letter, within 90 days of the date of this letter following the procedures outlined in the DHS FOIA regulations at 6 C.F.R. Part 5 § 5.8. You may submit your appeal electronically at GILDFOIAAppeals@ice.dhs.gov or via regular mail to:

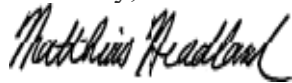
U.S. Immigration and Customs Enforcement
Office of the Principal Legal Advisor
U.S. Department of Homeland Security
500 12th Street, S.W., Mail Stop 5900
Washington, D.C. 20536-5900

Your envelope and letter should be marked "FOIA Appeal." Copies of the FOIA and DHS regulations are available at www.dhs.gov/foia.

Provisions of FOIA allow DHS to charge for processing fees, up to \$25, unless you seek a waiver of fees. In this instance, because the cost is below the \$25 minimum, there is no charge.

If you have any questions please contact FOIA Public Liaison Daniel Edgington at (866) 633-1182 or 500 12th St., SW Stop 5009 Washington, DC 20536-5009. Additionally, you have a right to right to seek dispute resolution services from the Office of Government Information Services (OGIS) which mediates disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. You may contact OGIS as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448.

Sincerely,



Matthias Headland
Supervisory Paralegal Specialist

Enclosure(s): 284 pages

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-15-D-00001	
Report Number: CDR-17-007 Page 1 of 5		Date: August 31, 2017	
2. TO: (Contractor and Manager Name) AHTNA Support and Training Services LLC (b)(6),(b)(7)(C) Project Manager		3. FROM: (Name of Contracting Officer) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)	
CONTRACTOR NOTIFICATION		CONTRACTOR RESPONSE DUE BY:	
August 31, 2017		September 08, 2017	
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) <u>Discrepancy or Problems include reference to statement of work:</u>			
This CDR is being issued to document the systemic AthnaSTS deficiencies regarding Key Control as it pertains to the standards and policies of the American Correctional Association (ACA), Performance Based National Standards (PBNDS), PIDC Policy, post orders and (b)(7)(E) With regards to Key Control, the contract SOW provides the following requirement: <u>Section 6.4.12 Keys, Knife and Tool Control</u> - The Contractor shall develop and implement a written policy to ensure that all keys, all Class A and Class B tools, and all knives are properly controlled and secured in accordance with the applicable ACA and PBNDS 2011 regulations. - The Contractor shall ensure that employees are trained on this policy in order to avoid the loss of control over keys, knives, can lids and other sharp objects that can lead to serious facility security and physical threats to employees.			
Attached Continuation Sheets and Attachments			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
	(b)(6),(b)(7)(C) AhtnaSTS / PM		
COTR	(b)(6),(b)(7)(C) ICE / DO / COR		
CONTRACTING OFFICER	(b)(6),(b)(7)(C) ICE OAQ-DCR		

Continuation Sheet - CDR-17-007

Section 9.7 Keys and Access Control Devices

- The Contractor shall enforce key and access control device policies for each respective facility. The Contractor is responsible for all devices issued to them for ICE buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow facility procedures that include, but are not limited to, the following:
 - Security keys and access control devices shall not be removed from the site.
 - Notify the COR immediately if a key or locking mechanism is compromised or lost.

With regards to key control, the PBNDS 2011 provides the following direction:

2.7 Key and Lock Control

- All staff shall be trained in the proper care and handling of keys and locks.
- Keys shall be accounted for and controlled.
- Locks and locking devices shall be continually inspected, maintained and inventoried.

Ahtna's Technical Approach that was accepted by the Government provides the following language:

Tech Proposal Section 1.8.7 Keys and Access Control Devices (C9.7)

PBNDS 2011 2.7 "Key and Lock Control", ACA Standard 4-ALDF-2D-01 and 02, and Facility Policies and Procedures provide our guidance with respect to the control of Keys and other access control devices.

- Ahtna will install a fully automated (b)(7)(E) key control system
 - Features include:
 - (b)(7)(E)
 - (b)(7)(E) benefits:
 - Accurate key control and logging not subject to human error
 - Absolute responsibility for employee who signs out keys
 - (b)(7)(E)
- (b)(7)(E), reducing chance of lost keys, or keys inadvertently being taken "home."

Key control is considered a critical function for all Detention Staff, and the damage to, misplacement or loss of any key will be promptly reported to the Project Manager, assigned Supervisor, COR and SIEA. Ahtna will discipline officers who misplace keys, inadvertently remove keys from the facility or cause the loss/damage of keys.

IAW SOW Section 6.2, the Contractor shall ensure that breaches of security, discrepancies and/or problems are properly documented and immediately reported to the COR. However, there have been several instances in which the Contractor has not informed the COR immediately of these major breaches of security.

Failure to provide proper key control by the Contractor imposes a significant risk to the Government, to the welfare of the Government employees, the Contractor employees, and the detainees themselves. With any facility key, which if lost, misplaced or duplicated by a detainee jeopardizes facility security, government property, the safety of employees, visitors or detainees, or directly or indirectly facilitate an escape. (b)(7)(E)

(b)(7)(E) The Government has to be have 100% assurance that this equipment is properly secured at all times.

1. On Friday August 11, 2017 an inspection of the (b)(7)(E) in building (b)(7)(E) was conducted. (b)(7)(E) were found with no keys (see attachment A). The Fobs were located in (b)(7)(E) Inventory of all keys is required daily. No report on the missing keys from the Fobs has been reported by Athna STS, to include the location of the missing keys.

2. On Tuesday August 8, 2017, at 1446 hours, a Detention Officer checked out (b)(7)(E) Officer is scheduled to work (b)(7)(E) Officer failed to return (b)(7)(E) to the (b)(7)(E) after being relieved from (b)(7)(E) Officer advised that he did not know that he took the keys home until he entered the lobby area the following day. Officer returned the keys to the (b)(7)(E) on Wednesday August 9, 2017 before reporting to (b)(7)(E) (over 15 hours); (b)(7)(E)

(b)(7)(E)

(b)(7)(E) ICE COR's were not notified of the issue nor have a corrective action plan been submitted (attachment B). The Government was made aware of this issue by written notice from a Contract employee to the ICE Deportation Office on duty on August 9, 2017. The COR was informed by the ICE Acting Officer in Charge via email on August, 10, 2017.

3. IAW SOW Section 6.2.1, "The Contractor shall be subject to periodic and random inspection by the COR, Detention Service Manager (DSM) or other officials (e.g., PIDC Compliance Unit, ACA, Foreign Counselor Officers) to ensure compliance with all applicable standards. Deficiencies shall be immediately rectified or a plan for correction submitted to the Government for approval." On July 27, 2017 an inspection of the (b)(7)(E) in building (b)(7)(E) was conducted by the Government. Athna's (b)(7)(E) Administrator was present and was advised that posted key inventory signs were inaccurate (keys were not listed or where hand written on form). Missing key labels were found throughout cabinets (see attachment A). (b)(7)(E) (b)(7)(E) was in an unlabeled labeled slot, but was not listed in the (b)(7)(E) or on the posted inventory sign, this issue had been previously addressed by ICE January 25, 2017 that this key was not in the system but the key was in a slot. Athna's (b)(7)(E) Administrator was notified by email that a meeting was needed to discuss these issues regarding key control and the (b)(7)(E) included key inventory, signs, labeling, key Fobs, (b)(7)(E) system administrators, etc. (attachment C). On July 31, 2017 that meeting was held with Athna STS

Management (b)(7)(E) Administrator to discuss issues reported from the July 27, 2017 inspection. ICE was notified by email on August 01, 2017 by Ahtna's (b)(7)(E) Administrator that these issues would be resolved by August 10, 2017. ICE was also informed that an Instruction Manual on the Use of (b)(7)(E) would be forwarded for the CORs to become familiar with the Contractor's (b)(7)(E) operations to determine about having an ICE (b)(7)(E) Representative (attachment D). Issues discussed during this meeting were found to be unresolved on August 11, 2017 and continue to be unresolved as of August 21, 2017.

4. On May 17, 2017, a Key Control violation in the Food Service Department was discovered by the Government. The deficiency was alerted to the COR via telephone when the Food Service Management Ahtna Contractors inquired about the Recycling Container locking mechanism key and the location of this key. Two keys to the Recycling Container locking mechanism were located in an unsecured manager's desk instead of being turned into the Tool Control Security officer. IAW the PIDC Policy 3.1.14, Security and Control Chapter on, *Request for Key Change*, Section (page 8), (Attachment I), Key-change request shall be submitted, in writing, to the AFOD or designee. Upon AFOD or designee approval, the (b)(7)(E) System Administrator will update the (b)(7)(E) inventory to reflect changes. Only the Security Officer may add or remove a key from a key ring. Additionally several other keys were also located in this same unsecured managers desk which included keys to employees lockers, and a new key to the Food Service Boiler Room, This lock was previously replaced in October 2016 when original lock was found inoperable.) The old key to the Boiler Room was still found in the designated key ring. Food Service Management failed to notify ICE, COR or the Tool Control Security officer that the lock had been replaced and that Food Service Management took possession of this new key. Ahtna Management was notified on May 18, 2017 on the Key Control Violation and requested a Plan of Action (POA) to address how the Food Service Department operates in regards to Key Control. The POA was requested by COB May 25, 2017. A memorandum was received by Food Service Management acknowledging the Key Control Violation and that Ahtna STS will be taking the necessary corrective action to avoid any future occurrence. The memorandum stated how the current issue was corrected but did not provide information on how the Food Service Department operates in regards to Key Control, as was requested by the COR on May 18, 2017. ICE to this date has not received this information (attachment E).

5. On January 24, 2017 at approximately 0619 hours ICE informed Ahtna STS that the (b)(7)(E) (b)(7)(E) a Restricted Key, was missing. The (b)(7)(E) System identified that a Captain checked out the keys on January 23, 2017 at 1939 hours. This first Captain then placed them in a box, those keys included (b)(7)(E) (b)(7)(E) (b)(7)(E) This first Captain then gave this box with the all these keys to second Captain and requested that this second Captain pull additional keys. This second Captain pulled (b)(7)(E) (b)(7)(E) and (b)(7)(E) This Second Captain then handed off these 6 keys to a subordinate employee at Main Gate. This Second Captain then relayed this information to a third Captain. The keys were returned back to ICE at approximately 0647 hours and had been unsecured for over 12 hours posing the facility, detainees, staff and community at risk as and (b)(7)(E) (b)(7)(E) ICE COR's were not notified of the issue, as is required by the SOW Section 6.2, (attachments F).

History: On October 2015 AthnaSTS Captains were given access to all keys in the facility as site level administrators by the then Assistant Project Manager (APM). On May 02, 2016 ICE notified APM and (b)(7)(E) Administrator via email with a directive to only allow access to the (b)(7)(E). This was in response to an audit of (b)(7)(E) in which it was discovered that un-authorized users both contract and ICE had access to the (b)(7)(E). The Contractor did not comply to the Government's request. On June 14, 2016, ICE notified the then APM and (b)(7)(E) Administrators via email with a directive to add PIDC AFOD access to the (b)(7)(E) attachment G). The Contractor also did not comply with the Government's request.

January 2017 IAW PIDC Policy 3.1.7, *Security Equipment Storage*, Section, with final AFOD approval states: access to the (b)(7)(E) is restricted to authorized personnel. (b)(7)(E)

(b)(7)(E)

(b)(7)(E) Athna's failure to comply with the directive, policy and PBNDS standards resulted in unauthorized access by employees.

This CDR is prepared to provide the Contractor an opportunity to correct their discrepancy without interference from the government. If the Contractor fails to correct the discrepancy within the time given in the CDR, the Contracting Officer has the option of elevating the issue if need be. It is the intent of the Government to have the Contractor correct this issue without unduly affecting contract performance.

Please note that once Closed Out this CDR shall become a part of the contract file.

See Enclosed:

Attachment A – Photos
Attachment B – Key Control Violation
Attachment C – Email
Attachment D – Email
Attachment E – Key Control Violation
Attachment F – Key Control Violation
Attachment G – Email
Attachment H – PIDC Policy 3.1.7
Attachment I – PIDC Policy 3.1.14

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-15-D-00001	
Report Number: CDR-2019-001 Page 1 of 2		Date: March 11, 2019	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
(b)(6),(b)(7)(C) Project Manager AHTNA Support and Training Services, LLC		(b)(6),(b)(7)(C) Contracting Officer Representative Port Isabel Detention Center	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY:	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) <u>Discrepancy or Problems include reference to statement of work:</u> Contract Discrepancy Report-2019-001 has been prepared by the COR Office to provide the contractor of a pending discrepancy(s). ISSUE #1 - SECURITY - KEY CONTROL: Discrepancy #1 Friday February 22, 2019 Detention Officer (b)(6),(b)(7)(C) departed the facility at approximately 1100 hours with (b)(7)(E) PBNDS 2.7 Key and Lock Control- An employee who leaves the facility with a key ring constitutes unauthorized possession of facility property as well as a breach of security procedures. Discrepancy #2 Detention Officer (b)(6),(b)(7)(C) and Detention Officer (b)(6),(b)(7)(C) exchange keys without any issuance and accountability of key distribution. PBNDS 2.7 Key and Lock Control- The use of a chit system or other standard system for the issuance and accountability of key distribution. A key chit is a tag (usually metal) that identifies the person who has drawn a set of keys. To obtain keys from an officer on post, the relief officer must first exchange his/her key chit at the control room center for the key chit of the employee being relieved. The relief officer shall take his/her key chit to the employee being relieved and exchange the key chit for the appropriate ring of keys. The officer shall then count the keys on his/her ring, immediately reporting any discrepancies to the shift supervisor. If the relief officer needs to gain access to any location while heading from the control enter to his/her post, the control room officer may issue him/her a second set of keys. In such a case, the officer shall return the extra set of keys to the control room officer at the end of the relief shift. Discrepancy #3 Detention Officer (b)(6),(b)(7)(C) did not have the key ring in his company issued key holder. 2.7 Key and Lock Control Key- Rings, including those for gun lockers, shall be securely fastened to a belt with a metal clip or other approved device. Fastening keys to a holster or belt loop is prohibited. <u>Captains SOP 1-24-19.</u> CDR-19-001 Continued on next page.			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE (b)(6),(b)(7)(C) AhtnaSTS / PM	SIGNATURE	DATE
COTR	(b)(6),(b)(7)(C) ICE - COR		
CONTRACTING OFFICER	(b)(6),(b)(7)(C) ICE OAQ-DCR		

Discrepancy #4 Detention Officer (b)(6),(b)(7)(C) stated he was not aware of keys because the key ring did not have a sensor to alarm him passing by lobby- no mention in his report of officers asking if he had keys in lobby or main gate.

2.7 Key and Lock Control Key- Keys shall be accounted for and controlled.

Discrepancy #5 At approximately 1210 hours Detention (b)(6),(b)(7)(C) called Admin Lieutenant (b)(6),(b)(7)(C) stating that Officer (b)(6),(b)(7)(C) took the keys for (b)(7)(E) Detention Officer (b)(6),(b)(7)(C) did not maintain accountability of key as per PBNDS.

2.7 Key and Lock Control- Keys shall be accounted for and controlled.

Additional Standards relating to discrepancies Key Control #1-4

4-ALDF-2D-01 MANDATORY STANDARD

4-ALDF-2A-04

PBNDS 2.7 Key and Lock Control

PIDC General Directive # 8

PIDC 3.1.14

AhtnaSTS (b)(7)(E) Standard Operating Procedures

2018 AhtnaSTS Area of Responsibility (AOR)- All AOR's.

CDR-18-001 CAP

CDR-18-002 CAP

Captains SOP 1-24-19.

ISSUE #2- SECURITY

Discrepancy #1 Saturday December 15, 2018 SMU Detainee is given a shaving razor at approximately 0605 by Detention Officer (b)(6),(b)(7)(C). No visual of Officer (b)(6),(b)(7)(C) making any attempt to recover the razor. 0722 Detention Officer (b)(6),(b)(7)(C) speaking with detainee (b)(6),(b)(7)(C) trying to retrieve the razor. 0806 Detainee claims to have swallowed said razor. Detainee is removed from cell to be transported by ambulance and is not searched by any officer. Razor was later found by hospital personnel in waist band of detainee's pants.

Discrepancy #2 December 15, 2018 Ahtna allowed (b)(7)(E)

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

The SOW states that the contractor will comply with all Standards, Policies and Procedures PIDC 3.1.7 Use of Security Equipment and PIDC 3.1.5 Entrance Procedures. Only the Field Office Director (FOD) can approve the conveyance or (b)(7)(E) inside the facility.

(b)(7)(E)

Contract Discrepancy Report-2019-001 has been prepared by the COR Office to provide the contractor of a pending continued and unresolved discrepancy(s). ICE is requesting a plan of action / corrective action plan from AHTNA Support and Training Services, LLC. To address the continued unresolved issues identified in CDR-18-001 and CDR-18-002 and now documented in CDR-2019-001. Issues remain unresolved to the government's satisfaction.

CDR-2018-002

9-02-2018 (b)(7)(E) was taken off site by Ahtna staff (detention officer) at approximately 1515 hours. (b)(7)(E)

(b)(7)(E) Keys were reported off site by said detention officer at 2250 hours. Ahtna failed to notify ICE (COR or (A)SDDO on shift) as required. ICE was not notified until the following morning 1127 hours. Keys were returned by detention officer at 2315 hours.

(b)(7)(E)

8/04/2018 (b)(7)(E) were reported over due at 1157 hours from the (b)(7)(E) (b)(7)(E) Email notification to COR's was sent at 1332 hours that several attempts had been made to multiple contact numbers to locate Ahtna staff (detention officer) with no success. Email notification received at 1427 hours stating that keys were returned by the officer. Incident report by detention officer states keys were taken home at 0730 hours (b)(7)(E)

9/03/2018 Email notification was sent to Ahtna by SDDO requesting possible solutions of (b)(7)(E)

(b)(7)(E)

9-5-2018 ICE received Ahtna response form Assistant PM stating *All officers pass by (b)(7)(E) (b)(7)(E) cabinets on a daily basis and are briefed at the end of their shifts to make sure that keys are not taken home. Signage exists in the lobby and at the main gate reminding officers about returning keys. It is the officers' responsibility to ensure that keys that are checked out of (b)(7)(E) (b)(7)(E) are checked back in, when no longer required (i.e., after shift), regardless of the technology that exists to limit the numbers of these occurrences.*

Issued keys are U.S. Government property, Ahtna is responsible for the performance of ensuring all keys assigned to its employees are properly secured according to all applicable standards, directives, policies, SOP, AOR, to include the SOW. Responses and current procedures provided by Ahtna do not provide ICE a clear plan of action / corrective action plan or timeline. Any incident in which any key is removed from facility property whether intentional or not is a breach of security procedures and a Non-Compliance Performance to the following:

4-ALDF-2D-01 MANDATORY STANDARD**4-ALDF-2A-04****PBND 2.7 Key and Lock Control****PIDC General Directive # 8****PIDC 3.1.14**

AhtnaSTS (b)(7)(E) Standard Operating Procedures

2018 AhtnaSTS Area of Responsibility (AOR)- All AOR's.

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-15-D-00001	
Report Number: CDR-2019-002 Page 1 of 2		Date: March 12, 2019	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
(b)(6),(b)(7)(C) Project Manager AHTNA Support and Training Services, LLC		(b)(6),(b)(7)(C) Contracting Officer Representative Port Isabel Detention Center	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY:	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive: Attach continuation sheet if necessary.) <u>Discrepancy or Problems include reference to statement of work:</u> Contract Discrepancy Report-2019-002 has been prepared by the COR Office to provide the contractor of a pending discrepancy(s). ISSUE #1 – NON-ESCORT DURING LOW LIGHT: (SOW: 6.2.1.2 Quality Control/Standards Compliance Services & 9.3 Direct Supervision of Detainees) <u>Discrepancy #1</u> Saturday March 02, 2019 Detainee (b)(6),(b)(7)(C) was left unescorted from Western Union back to his housing block by AHTNA detention officers. AHTNA states the following “1900 at watch call was issued and advised that no more unescorted traffic at this time”. The Officer who issued the call, further stated that he felt that was the correct time due to daylight at the time was already too little for detainees to move within the facility unescorted. On 02MAR2019, sunset occurred at 1830. The detainee (b)(6),(b)(7)(C) was left unescorted at 1851 with several other detainees. After 1830, there was no additional light available than at 1900 when the call was issued via the radio. As a result, Detainee (b)(6),(b)(7)(C) successfully escaped custody from PIDC from 1854 02MAR2019 until 0329 03MAR2019. Discrepancy #2 DETAINEE COUNT IMPROPERLY EXECUTED (SOW: C.9 FACILITY SECURITY AND CONTROL, 9.4 COUNTS) <u>Discrepancy #2</u> Saturday March 02, 2019 at 1930, count begins within (b)(7)(E) to account for all detainees assigned within the pod. The Detention Officer fails to accurately account for all detainee traffic within the pod and execute the mandatory Face-to-Photo to identify the missing detainee. In addition, the detention officer is performing the count unaccompanied, violation of PBNDS 2011: <i>An unaccompanied officer shall never perform a count in an open area (e.g. housing unit). One officer shall count while a second officer observes all detainee movements to ensure that no detainee is miscounted.</i> During this time, ICE is not properly notified within the prescribed policy for count discrepancies. ICE is notified at 2139. Since the count was improperly conducted, this provided detainee (b)(6),(b)(7)(C) ample to flee the facility grounds. Discrepancy #3 SUBSTANDARD REPORTING WITHIN BRAVO 3 LOGBOOK (SOW: C.8: Logbooks) <u>Discrepancy #3</u> Saturday March 02, 2019 reporting is vacant from 1930 until 2142 during which there were significant actions performed internal to the housing unit. There is no mention within the logbook of a lockdown as stated in subsequent AHTNA reports. At (b)(7)(E), it states “Face to Photo recount completed 71 counted”. There is no mention of an absconding detainee nor the identification of the missing detainee captured within the logbook. Lastly, the logbook was further adulterated with stapled in sheets (<i>See attached photos</i>) which invalidates the authenticity of the log. Yet this logbook was still being used until ICE retrieved it on 11MAR2019.			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE (b)(6),(b)(7)(C) AhtnaSTS / PM	SIGNATURE	DATE
COTR	(b)(6),(b)(7)(C) ICE - COR		
CONTRACTING OFFICER	(b)(6),(b)(7)(C) ICE OAQ-DCR		

DHS-ICE-19-1117-A-000009

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Discrepancy #4 SUBSTANDARD EXECUTION OF EMERGENCY PLANS (C.10 HEALTH, SAFETY AND EMERGENCY STANDARDS)

Discrepancy #4 The (b)(7)(E) count performed within PIDC is a mandatory Face-to-Photo count. The prescribed face-to-photo is designed to result in a real-time acknowledgement of any potential missing detainees when completed correctly. AHTNA personnel failed to identify a missing detainee via face-to-photo during the (b)(7)(E) count. Multiple recounts were conducted however, it resulted in a (b)(7)(E) delay to issue a lockdown at 2139. A lock down is defined as the following:

FACILITY LOCK-DOWN - The securing of ALL detainees in their assigned housing units. No regular activities that require the movement of detainees from their housing unit will take place during the Facility Lock-Down mode. Detainees being processed in/out will remain secure in the processing building holding cells. Satellite feeding will be performed if detainee feeding is required during a Lock-Down condition. Staff will not be allowed to eat at the dining facility while the Lock-Down status is in effect.

Within the (b)(7)(E) logbook, it is written "2200 2 Detainees out to Process (b)(6),(b)(7)(C)". This movement does not align with the Emergency Plan for Escape Plan since this movement was authorized after the 2139 facility lockdown issued by AHTNA.

The lack of adherence to the emergency plan allowed for additional time for detainee (b)(6),(b)(7)(C) to flee the facility grounds further hindering the response time of local law enforcement officials, ICE personnel, and AHTNA.

Referred Attachments

- Logbook Pictures
 - o IMG_0318
 - o IMG_0315
 - o IMG_0316
 - o IMG_0319
 - o IMG_0320
- Attachment SOW
- Detainee Escape 3-2-19.pdf

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-15-D-00001	
Report Number: CDR-PIDC-19-003 Page 1 of		Date: June 21, 2019	
2. TO: (Contractor and Manager Name) AHTNA Support and Training Services LLC (b)(6),(b)(7)(C) Project Manager		3. FROM: (Name of COTR) (b)(6),(b)(7)(C) Contracting Officer Representative / Port Isabel Detention Center	
DATES			
CONTRACTOR NOTIFICATION 7/1/2019	CONTRACTOR RESPONSE DUE BY: July 15, 2019	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.) Discrepancy or Problems include reference to statement of work: The COR may observe during their contract administration surveillance practices situations that need correction. A Contract Discrepancy Report (CDR) is used in many circumstances, typically the CDR is generally prepared by a COR to provide the contractor of a pending discrepancy. Contract Discrepancy Report PIDC-19-003 has been prepared by the COR Office to document and provide the contractor notice of contract discrepancies observed that need resolution. <u>DETAINEE BEING IN AN UNAUTHORIZED AREA</u> <u>ISSUE #1 – HSCEDM-15-D-00001 (SOW C.9 Facility Security and Control)</u> <u>C 9.3 DIRECT SUPERVISION OF DETAINEES</u> Discrepancy #1 On Thursday May 16, 2019, Officer (b)(6),(b)(7)(C) relieves officer (b)(6),(b)(7)(C) and assumed post in the (b)(7)(E) hours. Officer (b)(6),(b)(7)(C) failed to properly follow procedures by not conducting security checks throughout the shift as outlined in the Area of Responsibilities (AOR). In addition, Officer (b)(6),(b)(7)(C) failed to properly conduct count during the (b)(7)(E) hours Face to Photo Count. Officer (b)(6),(b)(7)(C) never identified the (b)(7)(E) detainees during the count and submitted a count slip without properly verifying the detainees housed in the (b)(7)(E). PBNDs "2.8 Face-to-Photo Counts" Face-to-photo counts shall be conducted as necessary. Facilities shall conduct at least (b)(7)(E) face-to-photo count daily. Face-to-photo counting procedures are the same as the formal count procedures, except each detainee shall be matched with the photo on his/her I-385 card or facility equivalent photo-identification card. ASSUME POST: (Ref. PIDC General Directive #1) Conduct rounds of the pod ensuring all doors and locks are secured. Officer (b)(6),(b)(7)(C) states that at 2130 hours, "Made security rounds, all appears in order and secure" (b)(7)(E) shows officer (b)(6),(b)(7)(C) does not conduct rounds at 2130 hours. (b)(7)(E) (b)(6),(b)(7)(C) enter the (b)(7)(E) hours and turns a tv off and walks out back to his post. Also, officer (b)(6),(b)(7)(C) states in his incident report, "Let it be known that prior to this incident happening I D/O (b)(6),(b)(7)(C) had checked the back door and it appeared to be secured at 21:30 hours." (LACK OF CANDOR) Continued on Attached Continuation Sheet			
6. TO: (COTR) (b)(6),(b)(7)(C)		7. FROM: (Contractor) (b)(6),(b)(7)(C) AhtnaSTS / Project Manager	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE 06/28/2019	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other:)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE (b)(6),(b)(7)(C) ASTS Project Manager	SIGNATURE	DATE
COTR	(b)(6),(b)(7)(C) ICE /FSS/ COR		
CONTRACTING OFFICER	(b)(6),(b)(7)(C) ICE OAO-DCR		

DHS-ICE-19-1117-A-000011

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LOGBOOK MAINTENANCE: (Ref. PIDC General Directive #7): Enter all pertinent information from your shift in the logbook; include rounds, meals, counts incidents, intelligence, detainee movement and any other activity; Log entries should be factual and not opinion based; All doors and locks are functional and secured.

• **Discrepancy #2**

On Thursday May 16, 2019, PIDC detainee (b)(6),(b)(7)(C) exited the (b)(7)(E) unescorted at approximately 2209 hours. Detainee (b)(6),(b)(7)(C) walked out as far as (b)(7)(E) where Officer (b)(6),(b)(7)(C) confronted detainee (b)(6),(b)(7)(C) and detains him until Officer (b)(6),(b)(7)(C) takes custody and escorts detainee (b)(6),(b)(7)(C) back to the (b)(7)(E) door not properly secured since 1844 hours when Officer (b)(6),(b)(7)(C) walked out of (b)(7)(E) with 6 detainees enroute to Medical Department.

PBNDs "2.4 Facility Security and Control," Frequent unannounced security inspections shall be conducted on day and night shifts to control the introduction of contraband; identify and deter sexual abuse of detainees; ensure facility safety; security and good order; prevent escapes; maintain sanitary standards; and eliminate fire and safety hazards.

DOOR ACCESS: (Ref. PIDC Policy 3.1.6) All doors are not to be left unsecured, unlocked, propped open, etc. for any reason without authorization from the OIC or AOIC.

• **Discrepancy #3**

On Thursday May 16, 2019, Officer (b)(6),(b)(7)(C) notified Lt. (b)(6),(b)(7)(C) of an incident where she stopped detainee (b)(6),(b)(7)(C) walking unescorted from (b)(7)(E) is located. An emergency count was not conducted after notification that a detainee had walked out from a secured area during low light hours without authorization.

PBNDs "2.8 Population Count – F. Emergency Count" An emergency count shall be conducted when there is reason to believe a detainee is missing, or after a major disturbance has occurred. An emergency count is a formal count taken in addition to, and at a different time, from the regularly scheduled formal counts. When a detainee is unaccounted for, or after a major disturbance has ended, a count shall be taken to determine that no one has escaped or is in hiding. The facility control officer must always be prepared to produce an up to-the-minute count for such use

• **Discrepancy #4**

On Tuesday, May 21, 2019, ICE PIDC CORs conducted a meeting with Project Manager (b)(6),(b)(7)(C) and Acting Chief of Security (b)(6),(b)(7)(C) to discuss a discrepancy of an unescorted detainee encountered at (b)(7)(E) by officer (b)(6),(b)(7)(C) which occurred on May 16, 2019. Notification from ICE PIDC CORs was made to AhinaSTS management of Failure to Notify the incident which occurred on May 16, 2019. Mr. (b)(6),(b)(7)(C) stated that he was aware of the incident but was waiting on Acting Chief of Security (b)(6),(b)(7)(C) to return to work on May 21, 2019.

"SOW 6.1 Detention Management Services" The Contractor shall ensure that breaches of security, discrepancies and/or problems are properly documented and immediately reported to the COR.

"SOW 10.1 Disturbances and Serious Incidents" The Contractor shall document disturbances and immediately report all serious incidents to the COR. The Contractor shall provide a follow-up written report within 24 hours of an incident.

Referred Attachments

- SOW Statement of Work
- (b)(7)(E) Log Book Entries
- (b)(7)(E) Log Book Entries
- Copies of Officers Incident Reports and Memorandums
- (b)(7)(E) Incident Review from Capt. (b)(6),(b)(7)(C)
- AhinaSTS Area of Responsibility Orders (b)(7)(E) Officer)
- PBNDs 2011 revised 2016 2.8 Population Counts



U.S. Immigration
and Customs
Enforcement

August 15, 2019

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

10 Burton Hills Blvd.
Nashville, TN 37215

Re: Contract Discrepancy Report Nos. CDRs 2017-001; 2017-002-HOU CDF

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

This letter is in reference to Contract Discrepancy Report (CDR) Nos. 2017-001 and 2017-002 dated March 20, 2018 which was generated in response to a discrepancy that occurred on June 16, 2017. The issues outlined in the CDRs constitute a deficiency of the requirements for Security and Safety sections of the Performance Requirements Summary (PRS) under the Contract with CoreCivic (HSCEDM-09-D-00007). Specifically, the deficiencies involved 1) a detainee who escaped while being escorted towards the international bridge located at the Laredo Point of Entry and 2) the discovery that transportation services were not being performed in accordance with the PWS and PBNDS standards.

The CDRs cited documented deficiencies relating to the Security and Safety sections of the PRS during calendar year 2017. As a result of the deficiencies with Security and Safety issues, specifically, the escape and the absence of properly armed transportation officers, ICE will apply a onetime deduction of 20% to the Monthly transportation CLIN/ invoice (b)(4) in the amount of (b)(4) (Security) and a 15% deduction to nine (9) monthly transportation CLIN/ invoice (b)(4) in the amount of (b)(4) per month for a total of (b)(4) (Safety). Be advised that the Security and Safety section of the Performance Requirements Summary (PRS) allows for a maximum deduction of twenty percent (20%) and fifteen percent (15%) respectively. The total deduction will be (b)(4) Invoices submit for Task Order HSCEDM-17-J-00020, CLIN 9003 will be deducted (b)(4) The remaining amount of (b)(4) will be deducted from invoices submitted for 70CDCR18FR0000065 CLIN 9103.

Sincerely,

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

Cc:

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

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-09-D-00007 Order Number HSCEDM-16-00023	
Report Number: 2017-001		Date: 4/02/2018	
2. TO: (b)(6), (b)(7)(C) Warden-Corrections Corporation of America Houston Contract Detention Facility Houston, Texas		3. FROM: (b)(6), (b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 4/23/2018	CONTRACTOR RESPONSE DUE BY 5/18/2018	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) On June 16, 2017 CoreCivic's subcontractor, TransCor, had three employees transporting twenty-three (23) ICE detainees from the Houston Contract Detention Facility (CDF) to the Laredo, TX port of entry (POE). Once at the Laredo POE, proper procedures were not followed and therefore one ICE detainee escaped and Detention Officers were not able to apprehend the detainee. Please see attached page for further discrepancies.			
5. SIGNATURE (b)(6), (b)(7)(C)		DATE (COTR) 4.20.2018	
6. TO: (COTR)		OM: (Contractor) CoreCivic	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.) See attached letter dated May 18, 2018.			
9. SIGNATURE OF CONTRACTOR (b)(6), (b)(7)(C)		10. DATE 05/18/18	
11. GOVERNMENT EVALUATION (Acceptance of response) Response outlined in CoreCivic's Attached MAY 18, 2018 correspondence is accepted.		Acceptable response/plan, partial	
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.) CDF DEDUCTION OF 20% OF ONE MONTH OF CLIN 9003, TRANSPORTATION EQUIPMENT to # (b)(4) is outlined in attached.			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Representative (COR): The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)

- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together.

When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.
- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, **or** a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.

- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The Service Provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
Safety Addresses a safe work environment for staff, volunteers, contractors and detainees	PBNS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 15% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBNS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 15% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBNS Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBNS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 15% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities Addresses contractor responsibilities to reduce the negative effects of confinement	PBNS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 5% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice Addresses contractor responsibilities to treat	PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook;	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that treat detainees

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
detainees fairly and respect their legal rights	6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Administration and Management Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNS References: Part 7 - - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Mobilization: The Government may withhold or deduct monthly invoiced amount for failure to meet to the Mobilization Plan as follows:

Number of Working Days after the date in the Mobilization Plan the Contractor was to assume full performance.	Amount Withheld or Deducted from the monthly invoice.
1 to 5 Working Days	Up to 5% withhold
6 to 10 Working Days	Up to 10% withhold
11 to 15 Working Days	Up to 15% withhold or deducted*
16 to 20 Working Days and beyond	Up to 20% withhold or deducted*
21 Working Days and beyond	Up to 25% withhold or deducted*

Attachment A – Performance Requirements Summary

* The Government may deduct amounts from the invoice if it determines the Contractor is failing to make substantial progress in meeting the schedule. The decision to withhold or deduct invoice amounts is solely at the discretion of the Government. Deducted amounts are not recoverable by the Contractor.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)			
6. TO: (COR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-11-D-00003	
Report Number: 2018-0001		Date: 04-12-2018	
2. TO: (Contractor and Manager Name) The GEO Group Aurora Contract Detention Facility 3130 N. Oakland Street Aurora, CO 80010		3. FROM: (Name of COR) (b)(6), (b)(7)(C) MPA - COR United States Department of Homeland Security Immigration and Customs Enforcement Enforcement and Removal Operations Denver Field Office	
DATES			
CONTRACTOR NOTIFICATION 04/12/2018	CONTRACTOR RESPONSE DUE BY 05/04/2018	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)			
A site visit was conducted January 9 through 11, 2018, by (b)(6), (b)(7)(C) ERAU Unit Chief, (b)(6), (b)(7)(C) ERAU Inspection and Compliance Specialist and team leader; and Creative Corrections contract personnel (b)(6), (b)(7)(C) Program Manager, (b)(6), (b)(7)(C) Security Subject Matter Expert; and (b)(6), (b)(7)(C) Registered Nurse, Medical Subject Matter Expert. Contractor participation was requested to determine compliance with the ICE 2011 Performance Based National Detention Standards (PBNDS), 2016 revision, governing medical care and security operations. The purpose of the visit was to review the death of detainee Kamyar SAMIMI which occurred on December 2, 2017, while detainee was in custody at the Denver Contract Detention Facility, Aurora, Colorado. Per the Immigration and Customs Enforcement (ICE) Performance-Based National Detention Standards 2011 (PBNDS 2011), the Denver CDF, Aurora, CO, is found to be deficient in meeting standard 4.3 Medical Care. Medical Compliance Findings Medical Care, Section (V)(B), which states, "All facilities shall provide medical staff and sufficient support personnel to meet these standards." - Positions for key personnel, including the (b)(7)(E) were vacant for longer than six months. According to Dr. (b)(6), (b)(7)(C) and HSA (b)(6), (b)(7)(C) the midlevel provider was responsible for conducting initial health appraisals for detainees with chronic conditions. Since the position became vacant, RNs have routinely conducted these initial health appraisals. SAMIMI did not receive a health appraisal by either the physician, or an RN. In addition, absent a Director of Nursing or other nurse supervisor between nursing staff and Dr. (b)(6), (b)(7)(C) clinical supervision was inadequate to assure adherence to provider orders and necessary and appropriate care. Medical Care, Section (V)(G)(12), which states, "Each detention facility shall have and comply with written policy and procedures for the management of pharmaceuticals, to include: 12) documentation of accountability for administering or distributing medication in a timely manner, and according to licenses provider orders." (b)(6), (b)(7)(C) - Neither nursing notes nor the MAR consistently document times medications were administered, making it difficult, if not impossible, for nurses on subsequent shifts to know when SAMIMI was due for his next dose. Medical Care, Section (V)(J), which states, "Where there is a clinically significant finding as a result of the initial screening, an immediate referral shall be initiated and the detainee shall receive a health assessment no later than two working days from the initial screening." - The identification of early opioid withdrawal symptoms did not result in referral for initial provider assessment within two working days following intake screening.			

Medical Care, Section (V)(K), which states, "Detainees experiencing severe or life-threatening intoxication or withdrawal shall be transferred immediately to an emergency department for evaluation. Once evaluated, the detainee will be referred to an appropriate facility qualified to provide treatment and monitoring for withdrawal, or treated on-site if the facility is staffed with qualified personnel and equipment to provide appropriate care."

- SAMIMI exhibited progressive symptoms of withdrawal over the detention period, which became pronounced and life threatening during his last 48 hours. He was not transferred to the emergency room until within an hour of his death.

Medical Care, Section (V)(M), which states, "Each facility's health care provider shall conduct a comprehensive health assessment, including a physical examination and mental health screening, on each detainee within 14 days of the detainee's arrival unless more immediate attention is required due to an acute or identifiable chronic condition."

- An initial physical assessment was never completed during the 15 day detention period.

Medical Care, Section (V)(N), which states, "Where a detainee has a serious medical or mental health condition or otherwise requires special or close medical care, medical staff shall complete a Medical/Psychiatric Alert form (IHSC-834) or equivalent, and file the form in the detainee's medical record."

- There was no alert in the medical record.

Medical Care, Section (V)(R), which states, "An initial dental screening shall be performed within 14 days of the detainee's arrival. The initial dental screening may be performed by a dentist or a properly trained qualified health provider."

- There is no documentation SAMIMI was scheduled for or received a dental screening examination.

Medical Care, Section (V)(T), which states, "An on-call physician, dentist, and mental health professional or designee, are available 24 hours per day."

- RNs reported difficulty reaching the physician after hours. On the day of SAMIMI's death, the physician did not answer or return two phone calls.

Medical Care, Section (V)(U), which states, "Distribution of medication (including over the counter) shall be performed in accordance with specific instructions and procedures established by the HSA, in consultation with the CMA. Written records of all prescribed medication given to or refused by detainees shall be maintained."

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

Medical Care, Section (V)(X), which states, "The facility administration and clinical medical authority shall ensure that the Field Office Director is notified as soon as practicable of any detainee housed at the facility who is determined to have a serious physical or mental illness or to be pregnant, or have medical complications related to advanced age, but no later than 72 hours after such determination. The written notification shall become part of the detainee's health record file."

- The Field Office Director was not notified SAMIMI was withdrawing from (b)(6), (b)(7)(C) and that his condition was deteriorating.

Medical Care, Section (V)(AA), which states, "Prior to the administration of psychotropic medication, a separate documented informed consent, that includes a description of the medication's side effects."

- An informed consent specific to the (b)(6), (b)(7)(C) was not completed and signed by the detainee.

Significant Self Harm and Suicide Prevention and Intervention, Section (V)(F), which states, "All suicidal detainees placed in an isolated confinement setting will receive continuous one-to-one monitoring, welfare checks at least every 8 hours conducted by clinical staff, and daily mental health treatment by a qualified clinician."

- No welfare checks by clinical staff were completed during the 14 hours between placement on suicide watch and evaluation via tele-psychiatry. Thereafter, the next nursing round was 15 hours later.

In addition, the site visit noted several violations of GEO policy. Those specific violations are cited below:

905-A, Medical Observation, which states, 1) Nursing personnel will complete the Medical Observation Nursing Progress Record, form 142.6, upon entry to the observation area; 2) Subsequent assessments will be documented on each shift; 3) A patient status note and vital signs will be performed and documented every two hours unless directed otherwise by the physician/designee and will be entered into a progress note; 4) Detainees admitted for 24 hour observation may, but are not required to, receive skilled nursing intervention; 5) The responsible clinician/designee will write a daily note for each detainee on medical observation for more than 24 hours."

- Nursing assessments were not performed on each shift;
- Vitals signs were not taken every eight hours as ordered by the physician;
- Daily notes were not written by the clinician or designee.

"Time Limits: Detainees will not be housed in the medical observation area for more than 24 hours without a physician's/designee's order. Medical observation may be continued for three (3) consecutive 24-hour periods (up to 72 hours). Each renewal of medical observation after 24 hours must be approved through notification of the responsible physician/designee. Medical observation may not be continued beyond 72 hours. After 72 hours the detainee must be admitted as an infirmary patient in an institution with an infirmary, discharged to the general population, or transferred to a higher level of care."

- Dr. (b)(6), (b)(7)(C) never renewed his orders for SAMIMI's placement in medical housing.

902, Alcohol and Drug Assessment and Treatment, which states, "Detainees at risk for progression to more severe levels of intoxication or withdrawal will be kept under constant observation in the infirmary/medical observation area by health care staff, and whenever detainee symptoms are observed, a physician will be consulted promptly. Detainees experiencing severe, life-threatening intoxication or withdrawal will be immediately transferred to an acute care facility."

- On at least two occasions the night nurse failed to call the physician but rather stated she instructed nurses on the next shift to advise him. Documentation does not note this information was passed on to the doctor.

Safety and Security Compliance Findings

The following violations of facility policies and post orders were identified:

Medical Utility Officer Post Order, section (V)(D)(10), which states, "All necessary documentation shall be completed prior to the end of your work period and forwarded to your immediate supervisor."

- Officer (b)(6), (b)(7)(C) did not complete an incident report documenting the events of his shift prior to the end of his shift.

Medical Utility Officer Post Order, section (V)(1)(c), Level 1 One-on-One Observation which states, "The detainee will be given appropriate suicide preventative clothing. All non-suicide preventative articles of clothing will be removed from the detainee. This will include the detainee's undergarments."

- When placed again on Level 1 observation/suicide watch on December 1, 2017, the detainee was allowed to retain his detention uniform.

Medical Utility Officer Post Order, section (V)(1)(g), Level 1 One-on-One Observation which states, "The Cell door will not be opened under any circumstances without two officers being present and the on duty Shift Supervisor being notified of the need to open the cell."

- On several occasions, officers opened the cell door when detainee SAMIMI was on level 1 supervision without another officer present or without any documentation a shift supervisor was notified and gave approval.

DCDF Policy 11.2.31, Permanent Logs and Reports, sections (A) and (H), which state respectively, "Logs will be maintained to reflect the activities of each post or other area on a shift-by-shift basis and to document emergency situations, unusual incidents, and other pertinent information regarding detainees and activities on the post."; and "Make written and oral reports as necessary".

- Officer (b)(6),(b)(7)(C) did not log in the Constant Watch Logbook when SAMIMI was moved from Level 2 to Level 1 suicide watch.
- During his shift from 11:00 p.m. on December 1 to 7:00 a.m. on December 2, 2017, Officer (b)(6),(b)(7)(C) did not document in the Constant Watch Logbook all pertinent information that occurred on the shift.

These lapses also violate the Medical Officer Utility Post Orders which require the officer to document "any unusual occurrences".

DCDF Policy 17.1.2 Sanitation Procedures, section (I), Blood or other body fluid, which states, "Following any incident where there is spillage of blood or other body fluids the area shall be sanitized immediately by a member of the health service staff...". "Medical staff will utilize "Clean-Up Kits" to clean up any blood and body fluids as well as decontaminate the area". Security staff are responsible to ensure the area is secure and that all persons entering the area are donning appropriate personal protective equipment.

- Security personnel are being required to clean up bodily fluids such as urine, feces and vomit. Medical personnel are only cleaning spills that contain blood. The Security Chief believes medical staff should clean any spills in accordance with the policy. The HSA believes that medical staff should only clean spills containing blood. The lack of adherence to the policy and the conflict between the Security Chief and HSA has contributed to the tension between the two disciplines. The policy needs to be followed or amended.

GEO Policy 614, Hunger Strikes, which states, "Detainees declaring and/or identified as being on a Hunger Strike (missed 9 consecutive meals) will be monitored daily."

- At 6:59 p.m. on November 27, 2017, the assigned medical officer documented in the logbook that SAMIMI informed the officer he was "on a hunger strike." There is no further documentation in the logbook. This notification by the detainee should have triggered daily monitoring. A supervisor next reviewed the logbook at 3:20 a.m. and supervisors are required to "review and sign the log" in accordance with the Permanent Logs and Reports policy noted above. No action taken as a result of this statement is documented.

Based on these findings and in accordance with the QASP, a one-time deduction of 20% based on the December 2017 invoices amount will be implemented on the next invoice. It is requested that you submit a Plan of Action (POA) by April 30, 2018 that describes what corrective actions will be implemented to remedy the listed discrepancies and meet PBNDS 2011 Standard 4.3 Medical Care to prevent violations of facility policies and post orders.

5. SIGNATURE

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

6. TO: (C)

(b)(6),(b)(7)(C) MPA - COR
United States Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Denver Field Office

7. FROM: (Contractor)

The GEO Group
Aurora Contract Detention Facility
3130 N. Oakland Street
Aurora, CO 80010

8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cue applicable Q.A. program procedures or new A.W. procedures.)

9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other:)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER EROIGSA-11-0003	
Report Number: 2016-0091		Date: 02/23/2016	
2. TO: (Contractor and Manager Name) City of Adelanto (b)(6),(b)(7)(C) Acting City Manager Adelanto Detention Facility 10400 Rancho Road Adelanto, CA 92301-2237		3. FROM: (Name of CO) Department of Homeland Security Immigration and Customs Enforcement Office of Acquisition Management, Laguna (b)(6),(b)(7)(C) Contracting Officer	
DATES			
CONTRACTOR NOTIFICATION 02/23/2016	CONTRACTOR RESPONSE DUE BY 02/26/2016	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference to PHS / Directive: Attach continuation sheet if necessary.) ICE Health Services Corp (IHSC) findings and outstanding issues as of February 22, 2016, are listed below:			
• <u>PEs are still not completed within the 14 days</u> (2 missed as of week of Feb. 15 with only 40 new arrivals on average) • Staffing ◦ Staffing contractor still using GEO forms and policies. Need to train on CCS policies and forms ◦ Vacancies: (b)(7)(E) • Credential files ◦ <u>Privileges for LIPs not completed</u> ◦ <u>Missing BLS for one physician</u> ◦ <u>One PA's DEA license expired</u> ◦ <u>National Practitioner Database missing for four LIPs</u> ◦ <u>Primary license source verification missing for one LIP</u> • MedPARs ◦ <u>MRT not using new tracking log appropriately.</u> ◦ <u>MedPARs not entered into IHSC MedPAR until closer to the appointment date</u> ◦ <u>Difficulty identifying correct items to track and review for CQI program</u> ◦ <u>Interpreter use not documented consistently</u> (Jan. CQI shows improvement, but need to continue to review for consistency) ◦ Medical Record Keeping ▪ <u>Missing or incomplete documents</u> ▪ <u>Missing or illegible staff signature, no staff name stamp</u> ▪ <u>Forms are incomplete</u> ▪ <u>Unable to locate detainee record</u> (detainee released from facility in Jan. 2016)			

- o Intake screening observation by HSA
 - Previous HSA did not document the issues noted regarding intake screening. New HSA developing a tool to monitor and document compliance.
- o Laboratory
 - On January 20, 2015, 56 labs were reviewed. 17 detainees refused to have their labs drawn. Of the remaining 39 lab orders, all were drawn timely. January audit requested but not provided.
- o Reasonable accommodations coordinator still not assigned
- o On-site medication stock card use not documented properly as per December audit. Retraining to be provided on a date TBD. January audit data requested but not provided.
- o Nursing documentation during segregation rounds not consistent with actual patient condition (example: nursing documents detainee is fine but was sent to mental health observation for psychotic behavior)
 - Nursing not documenting referrals to MH (they are referring but just not documenting)
 - Pending development of new form for weekly MH segregation rounds
- o Rescheduling of previous appointments: still pending information on why 95 chronic care appointments were rescheduled and to ensure all have now been seen

It is requested that you submit an implement corrective action by February 26, 2016. Failure to implement corrective may result in a 25% withholding or deduction from your next invoice. Funds will continue to be withheld or deducted until IHSC determines there is full compliance with the standard and all corrective actions have been implemented.

5. SIGNATURE OF CONTRACTING C	(b)(6), (b)(7)(C)		2-23-16 factor
6. TO: (CO)			
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Use applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: 1. Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet		be released. (b)(6), (b)(7)(C) 4/27/16 Date	
12. GOVERNMENT AC			

(b)(6),(b)(7)(C)			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
	Executive VP Contract Admin	(b)(6),(b)(7)(C)	4-28-16
CONTRACTING OFFICER	The Geo Group, Inc		
	(b)(6),(b)(7)(C) Contracting Officer	(b)(6),(b)(7)(C)	4-28-16

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
Enforcement and Removal Operations



CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER EROIGSA - 11- 0003	
Report Number: IHSC Subject Mater Expert Team Visit March 6-8, 2018		Date: 06-04-2018	
2. TO: (Contractor and Manager Name) City of Adelanto (b)(6),(b)(7)(C) Acting City Manager Adelanto Detention Facility 10400 Rancho Road Adelanto, CA 92301-2237		3. FROM: (Name of COR) (b)(6),(b)(7)(C) PMP Management and Program Analyst - COR United States Department of Homeland Security Immigration and Customs Enforcement Office of Enforcement and Removal Operations Los Angeles Field Office	
DATES			
CONTRACTOR NOTIFICATION 06/04/2018	CONTRACTOR RESPONSE DUE BY 07/06/2018	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.) As part of the IGSA you are required to meet all the Performance Based National Detention Standards (PBNDS) 2011, specifically PBNDS referenced below as well as the ICE approved/ concurred policies and procedures for the Adelanto ICE Processing Center (AIPC). PBNDS 2011, 4.3 Medical Care <u>Summary of Review of Findings:</u> INADEQUATE MEDICAL CARE An evaluation of the Adelanto ICE Processing Center (AIPC) was conducted by IHSC between March 6 to 8, 2018. The evaluation had two intended purposes: (1) to identify alleged deficiencies identified by a November 2017 inspection at AIPC by the Department of Homeland Security Officer for Civil Rights and Civil Liberties; and (2) to assist and offer recommendations to the primary medical provider at AIPC, Correct Care Solutions regarding systemic processes. Based on this evaluation, IHSC identified serious non-compliance with generally accepted medical practices; and standards 4.3 entitled <i>Medical Care</i> , 4.8 entitled <i>Disability Identification, Assessment, and Accommodation</i> , and 6.2 entitled <i>Grievance System</i> of the ICE Performance Based Detention Standards 2011: Medical Care, Section (V)(EE)(2)(e)(7). "The HSA shall implement a system of internal review and quality assurance. The system shall include: (e) on-site monitoring of health service outcomes on a regular basis through the following measures: (7) reevaluating problems or concerns, to determine whether the corrective measures have achieved and sustained the desired results." - An examination of CQI Committee meeting presentations revealed evidence that information being tracked and intervened upon are the results of prior adverse events, external audits, and investigation. Essentially, the medical program is correcting issues on-the-spot, but these issues are not informing the overall practice at the facility – this has led to the same or similar errors taking place overtime. - Even though the electronic health record is one of the most crucial elements in maximizing the facility's ability to continuously improve quality of health delivery in complex medical settings, standardization for and staff proficiency in the use of the electronic health record has received no attention from the QA program since the electronic health record was introduced at AIPC. - The above was further evident during interviews with staff members, where the Chief stated, "I would like to track medication errors, but it doesn't end up as a routinely collected measure or study because the Health systems administrator (HSA) is not focused on tracking."			



- The overall QA program at the facility is further exacerbated by the poor recordkeeping practices, especially so with the medication administration record (further explained below). For example, the cause for many medication errors is the result of not tracking the cause for such errors and trending them overtime.

Medical Care, Section (V)(B). "The Health Systems Administrator (HSA) shall be authorized and responsible for making decisions about the deployment of health resources and the day-to-day operations of the health services program. The CMA together with the HSA establishes the processes and procedures necessary to meet the medical standards outlined herein.

- Management and leadership establish the processes and procedures for the entire medical program. It is clear that these fundamental elements of any facility medical program are either non-existent or not followed at AIPC; therefore, it is reasonable to conclude that the findings contained herein lie at least partially on a lack of leadership oversight at the facility.
- It should be noted that the current administrative and clinical leadership remained at AIPC when health care delivery was subcontracted to CCS in early 2017.

Medical Care, Section (V)(G)(12). "Each detention facility shall have and comply with written policy and procedures for the management of pharmaceuticals, to include: 12. documentation of accountability for administering or distributing medications in a timely manner, and according to licensed provider orders."

- The MAR and electronic health record are not communicating with one another. This leads to the provider and nursing staff not obtaining a complete picture of a detainee's care. As an example, the MAR of a detainee with mental health illness contained 4 orders for quetiapine, 3 of which had been discontinued at least 2 months previously, and 3 orders for hydroxyzine, 2 of which had been discontinued the previous month. The interaction for these two medications produces additive sedation; and although a rare side-effect, it increases the risk of an irregular heart rhythm that may be serious and potentially life-threatening.
- In a review of 10 psychiatric patient charts, 100% of MARs printed from the pharmacy contained previously discontinued orders that were not recorded as such in the MAR.
- Additionally, in a review of 10 medical care-specific records, 60% of printed MARs contained discontinued orders.

Medical Care, Section (V)(G)(10). "Each detention facility shall have and comply with written policy and procedures for the management of pharmaceuticals, to include: (10) supervision by properly licensed personnel."

- The above medication administration errors are compounded by (1) the lack of an onsite pharmacy; and (2) that the procurement and administration of medication at AIPC is directly overseen by a licensed vocational nurse – which is outside of the scope of practice for this position.

Medical Care, Section (V)(BB). "The HSA shall maintain a complete health record on each detainee that is: organized uniformly in accordance with appropriate accrediting body standards; available to all practitioners and used by them for health care documentation; and properly maintained and safeguarded in a securely locked area within the medical unit.

- Much like the MAR, the underutilization of the electronic health record and the use of work arounds outside of the system results in a high propensity for errors and loss of information. Essentially, the AIPC medical program is using three parallel systems: (1) the MAR; (2) the electronic health record; and (3) the manual scanning of paper based documents into the electronic health record.
- The manual scanning of paper based records into the electronic health record results in the loss of system functions, such as the ability to schedule, search, and find information; and requires the manual extraction of routinely collected data from multiple sources within the electronic health record. For example, currently, the facility conducts intake screening on paper, which consists of 13 pages for males and 15 pages for



females; and once completed, the paper forms are scanned into the eHR by medical records staff, sometimes days later. Forty intakes per day, therefore, would be expected to produce approximately 600 pages requiring scanning.

- During a record review, the IHSC Team member investigating the use of the eHR (eCW) found that 7 (23%) of 30 records reviewed listed detainees as being in residence, when in fact they had left the facility over 20 days prior. Incorrect data or reports generated by the eHR, which would assist in determining, for example, which detainees require a mandatory physical exam 14 days into detention, currently requires a manual back up, or work-around process.

Medical Care, Section (V)(N)(3). "Based on intake screening, the comprehensive health assessment, medical documentation, or subsequent observations by detention staff or medical personnel, any detainee referred for mental health treatment shall receive an evaluation by a qualified health care provider no later than 72 hours after the referral, or sooner if necessary. If the practitioner is not a mental health provider and further referral is necessary, the detainee will be evaluated by a mental health provider within the next business day. Such evaluation and screenings shall include: (b) history of any mental health treatment or evaluation; (c) history of illicit drug/alcohol use or abuse or treatment for such; and (d) history of suicide attempts."

- Nine (90%) records of 10 reviewed by the IHSC Chief Psychiatrist had any mention that the provider had reviewed medical records for presence of a history of mental health illness prior to the patient encounter. No record reviewed made mention by a mental health provider of drug or alcohol history, despite documentation of "*extensive alcohol use, recent DUI and recent detoxification treatment.*"

Medical Care, Section (V)(R). "An initial dental screening shall be performed within 14 days of the detainee's arrival. The initial dental screening may be performed by a dentist or a properly trained qualified health provider."

- Three (33%) of 10 records reviewed were not in compliance with the specified time frame for a dental assessment.

Medical Care, Section (V)(C)(2). "Screening for TB is initiated at intake and in accordance with Center for Disease Control and Prevention (CDC) guidelines. All new arrivals shall receive TB screening within 12 hours of intake and in accordance with CDC guidelines."

- One (5%) of nineteen records reviewed did not have tuberculosis screening completed as per CDC guidelines. The chest x-ray was ordered five days after arrival and not completed until nine days after arrival. Failure to achieve 100% of the requirement of this standard places both detainees and staff at higher risk of tuberculosis infection, particularly given the origins of the detained population.

Medical Care, Section (V)(S)(4). "[A]n established procedure shall be in place at all facilities to ensure that all sick call requests are received and triaged by appropriate medical personnel within 24 hours after a detainee submits the request. All written sick call requests shall be date and time stamped and filed in the detainee's medical record. Medical personnel shall review the request slips and determine when the detainee shall be seen based on acuity of the problem."

- Two (67%) of three records reviewed for urgent care (sick call) did not have a nursing referral to a provider submitted within 24 hours where appropriate.

Medical Care, Section (V)(U)(5). "Detainees who arrive at a detention facility with prescribed medications or who report being on such medications, shall be evaluated by a qualified health care professional as soon as possible, but not later than 24 hours after arrival, and provisions shall be made to secure medically necessary medications."

- Two (20%) of ten records reviewed indicated that the detainees did not receive their medication within 24-72 hours. For example, one of the detainee's medication was not ordered at intake because the personal supplies were in Russian. The detainee went without several cardiac medications for 2-3 days until seen by a provider.



Medical Care, Section (V)(C)(4)(c). "Medical personnel shall provide all detainees diagnosed with HIV/AIDS medical care consistent with national recommendations and guidelines disseminated through the U.S. Department of Health and Human Services, The CDC and the Infectious Diseases Society of America."

- **(b)(7)(E)** detainee records reviewed indicated the patient was not seen by an HIV or infectious disease specialist within 30 days of HIV infection identification.

PBND 2011, 4.8 Disability Identification, Assessment, and Accommodation.

Summary of Review of Findings:

Disability Identification, Assessment, and Accommodation; Section (V)(F)(4)(e). "Where an accommodation is granted, facility policy or procedures will ensure that all relevant facility staff, including facility security staff, receive timely notification and, as needed, instructions for successful implementation of the accommodation. These procedures will also account for any applicable privacy and confidentiality considerations."

Disability Identification, Assessment, and Accommodation; Section (V)(F)(4)(g). "After the facility has completed its review of a detainee with a disability or of a request for an accommodation, facility staff shall place written documentation of the following in the detainee's medical and/or detention file..."

- Six (33%) of 20 detainee records reviewed were missing appropriate accommodation orders (special needs). Additionally, the facility does not clearly determine in-record-progress-notes if the provider has assessed the detainees for assistance with activities of daily living.

PBND 2011, 6.2 Grievance System.

Summary of Review of Findings:

Grievance Systems, Section (V)(C)(4). "Designated medical staff shall act on the grievance within five working days of receipt and provide the detainee a written response of the decision and the rationale. This record shall be maintained per the following section "D. Record-Keeping and File Maintenance."

- Four (11%) of thirty-six grievances were not addressed within 5 working days of receipt.

You are requested to provide a Uniform Corrective Plan of Action (UCAP) to remediate performance requirements by July 6, 2018. Future Contract Discrepancy Reports addressing this same issue may result in withholding or deduction of up-to 25% of future invoices. Funds may continue to be withheld or deducted until all corrective actions have been implemented.

Please be reminded that this request does not provide approval to incur additional cost to the government. Should any of these actions require additional cost to the government please stop all activity and consult with the COR prior to taking any action or incurring any additional cost.

5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

6. TO: (COR)

7. FROM: (Contractor)

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
Enforcement and Removal Operations



8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer Representative (COR): The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

**DHS/ICE/DRO—DEDICATED IGSA
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
FOR IGSA NUMBER DROIGSA-08-0019
OTERO COUNTY**

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the service provider, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The service provider's QCP, upon approval by the Government, will be made a part of the resultant agreement.

This QASP is designed to provide an effective surveillance method to monitor the service provider's performance relative to the requirements listed in the agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the premise the Government must validate that the service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment 1): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and Immigration And Customs Enforcement (ICE) National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the service provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ICE Office Of Detention And Removal (DRO) NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 6 and 7) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The service provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

3. QUALITY CONTROL PLAN:

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the service provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must

develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

4. METHODS OF SURVEILLANCE

The Government will inspect the service provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the DRO standard will be used.

4.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may

be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 3) or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the service provider's QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

4.3 Review of Documentation: The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the service provider's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

4.4 Interviews and Other Feedback: The COTR will interview key members of the service provider's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the service provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the service provider at least 30 calendar days in advance of implementation of the new standard(s). If the service provider is not provided with the notification, adjustment to the new

standard must be made within 30 calendar days after notification. If any change affects pricing, the service provider may submit a request for equitable price adjustment in accordance with the “Changes” clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the service provider, so long as the standards are not more stringent than those being replaced.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the service provider to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the service provider’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the service provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard’s attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the service provider’s monthly invoice as prescribed in Attachment 1.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. “withholds”) amounts from the service provider’s monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in “Security and Control,” but may also relate to a deficiency in the area of “Administration and Management.”

7. NOTIFICATIONS

- (a) Based on the inspection of the service provider’s performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved

informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the service provider must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the

correction is made, or accept the correction as final and release the full amount withheld for that issue.

- (f) If funds have been withheld and either the Government or the service provider terminates the agreement, those funds will not be released. The service provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the service provider is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

8. DETAINEE/MEMBER OF PUBLIC COMPLAINTS:

The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

9. ATTACHMENTS

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report
- 3 Performance Monitoring Tool

QUASP Attachment 1 Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Administration and Management (10%) (Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)	Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the contract performance monitoring tool (see attached) - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - Review of service provider's quality control program monitoring reports - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02				
	<u>Admission and Release/Orientation</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf)				
	<u>Detainee Records/ Detention Files</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/DententFiles.pdf)				
	<u>Detainee Handbook</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf)				
	<u>Internal Inspections and/or Reviews/ Detention Management & Control Program</u> (ICE Standard)				
	<u>Funds & Personal Property</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf)				
	Policy Development and Monitoring 4-ALDF-7D-06				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution)	Communicable Disease 4-ALDF-4C-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the attached performance monitoring tool - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Detainee Hunger Strikes (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf)				
	Experimental Research 4-ALDF-4D-18				
	<u>Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf)				
	<u>Suicide Prevention (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/suicprev.pdf)				
	<u>Terminal Illness, Advanced Directives and Death (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Security and Control (25%) (Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)	<u>Detainee Searches 4-ALDF-2C-01-06</u>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR - Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the contract performance monitoring tool (see attached)	- Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs - Review of service provider's quality control program monitoring reports and output data	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) A rating of Deficient on any three of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Detainee Accountability & Supervision / Population Counts (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf				
	<u>Use of Force (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/useoffor.pdf				
	<u>Detainee Transfers (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf				
	<u>Tool and Equipment Control (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/toolent.pdf				
	<u>Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</u>				
	<u>Detainee Discipline (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf				
	<u>Special Management Unit- Administrative Segregation (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/smu_admin.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<u>Special Management Unit-Disciplinary Segregation (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf				
	<u>Contingency/Emergency Plan (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/emcege.pdf				
	<u>Hold Rooms in Detention Facilities (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf				
	<u>Control of Contraband (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/contr.pdf				
	<u>Post Orders (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf				
	Permanent Logs 4-ALDF-2A-11				
	<u>Security Features (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf				
	<u>Security Inspections and/or Reviews (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/secuinsp.pdf				
	Sexual Assault 4-ALDF-4D-22-8				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<u>Transportation (Land Transportation) (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/transp.pdf Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14				
Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees)	<u>Environmental Health & Safety (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/envirom.pdf <u>Food Service Standards (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/FoodService.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic review in accordance with the attached performance monitoring tool - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Staff and Detainee Communication (2.5%) (Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)	<u>Detainee Grievances</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the attached performance monitoring tool - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10				
	<u>Staff Detainee Communication</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/Staff-Detainee-Communication.pdf				
Safety and Sanitation (10%) (Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)	<u>Environmental Health & Safety</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/fenvirom.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the attached performance monitoring tool - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Clothing and Bedding</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Services and Programs (10%) (Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)	Access to Legal Material (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the attached performance monitoring tool - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Classification, Review, and Housing (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf				
	Detainee Mail & Correspondence (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf				
	Group Legal Representation (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf				
	Marriage Requests (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/marreg.pdf				
	Non-Medical Emergency Escorted Trips (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf				
	Recreation (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<u>Religious Practices</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf) <u>Telephone Access</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf) <u>Voluntary Work Program</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf) <u>Visitation Privileges</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf)				
Workforce Integrity (15%) (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	- Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard - Periodic reviews in accordance with the attached contract performance monitoring tool - Monthly review of corrective action plan results. - Ad-hoc reviews as needed - CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Detainee Discrimination (2.5%) (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)	Discrimination Prevention 4-ALDF-6B-02-03	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

QUASP Attachment 2 - Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED COTR			
CONTRACTING OFFICER			

Dedicated IGSA

QUASP Attachment 3 – Performance Monitoring Tool

Detention and Removal Operations

Performance Monitoring Tool

Facility Name:

Month/Year:



**U.S. Immigration
and Customs
Enforcement**

Frequency					DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					1. Admission and Release			
				A.	ICE information is available for initial classification			
				B.	Medical screening taking place within timeframes			
				C.	Inventory detainee personal effects			
				D.	Detainee funds accountability in place for admin/release			
				E.	All visual searches documented and are not routine in procedure			
				F.	Appropriate clothing and bedding issued			
				G.	Orientation material in English, Spanish or most prevalent second language			
					2. Detainee Classification System			
				A.	All detainees classified appropriately upon arrival			
				B.	Reassessment and reclassification process in place			
				C.	Housing assignments are based upon classification			
				D.	Work assignments are based upon classification system			
				E.	Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
					3. Contraband			
				A.	Policy in place for handling contraband			
				B.	Contraband disposed of properly and documented			
				C.	Facility staff make a concerted effort to control			

					contraband			
D	W	M	Q		DETENTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
					4. Correspondence and Other Mail			
				A.	Incoming mail screened and delivered daily			
				B.	Outgoing mail screened for contraband			
				C.	Legal mail opened in front of detainee			
				D.	Incoming funds processed properly			
				E.	Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F.	Facility has a system for detainees to purchase stamps			
				G.	SMU has same correspondence privileges as general population			
					5. Detainee Handbook			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate detainees			
					6. Detention Files			
				A.	Detention file created for each new arrival			
				B.	Detention files contain documents generated during custody			
				C.	Detention files maintained in a secure area			
					7. Disciplinary Policy			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			
				D.	Disciplinary sanctions are in accordance with standards			

				E.	Staff representation available			
D	W	M	Q		DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
					8. Emergency Plans			
				A.	Staff trained			
				B.	Written plans			
				C.	Evacuation routes primary and secondary			
				D.	A complete set of emergency plans is available			
				E.	Staff work stoppage plan is available			
					9. Environmental Health and Safety			
					System for storing/issuing/maintaining hazardous materials			
				A.	Staff trained			
				B.	Complete inventories of hazardous materials maintained			
				C.	A complete list of MSDS readily accessible to staff and detainees			
				D.	Fire prevention/control/evacuation plan			
				E.	Conduct fire/evacuation drills according to schedule/standard			
				F.	Staff trained to prevent contact with blood and bodily fluids			
				G.	Emergency generators are tested bi-weekly			
				H.	Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I.	Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
				J.	Facility appears clean and well maintained			
				K.	All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					10. Non-Medical Emergency Escorted Trips			
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					11. Security Inspections			
				A.	Staff are required to conduct security check of assigned areas			
				B.	All visitors officially recorded in a visitor log book			
				C.	Front entrance staff inspect ID of everyone entering/exiting			
				D.	Maintain a log of all incoming and departing vehicles			
				E.	Housing unit searches occur at irregular times			
				F.	Area searches documented in log book			
				G.	Daily/Monthly fence checks completed and logged			
				H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I.	Officers monitor all vehicular traffic entering and leaving the facility			
				J.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
				K.	Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
				L.	Daily procedures include: (b)(7)(E) physical checks of the perimeter fence; documenting the results			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				M.	Tools being taken into the secure area of the facility are inspected and inventoried			
					12. Food Service			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
				E.	A minimum of two hot meals served daily			
				F.	Facility has a standard 35 day cycle menu			
				G.	A registered dietician conducts nutritional analysis			
				H.	All menu changes documented			
				I.	Common fare menu for authorized detainees			
				J.	Weekly inspections conducted and documented			
					13. Funds and Personal Property			
				A.	Inventory personal property/funds is maintained			
				B.	Funds/valuables documented on receipt			
				C.	Detainees property searched for contraband			
				D.	Staff forward arriving detainees medication to medical staff			
				E.	Detainee funds are deposited into the cash box			
				F.	Staff secure every container used to store property with a tamper-proof numbered strap			
				G.	Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
D	W	M	Q		DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date

					14. Detainee Grievance Procedures			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances alleging staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					15. Hold Rooms in Detention Facilities			
				A.	Detainees are not held in hold rooms longer than 12 hours			
				B.	All detainees pat searched prior to placement in hold room			
				C.	Maintain detention log for each detainee in hold room			
				D.	Written evacuation plan posted for each hold room			
				E.	Hold rooms contain sufficient seating for the number of detainees held			
				F.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				G.	Male and females are segregated from each other at all times			
				H.	Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				I.	Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
					16. Hunger Strikes			
				A.	Procedures for referring detainee to medical if			

				verbally refused or observed refusing to eat beyond 72 hours			
D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B. Staff receive training in identification of hunger strike			
				C. Process for determining reason for hunger strike			
				17. Key and Lock Control			
				A. Maintain inventories of all keys/locks/locking devices			
				B. Emergency keys are available for all areas of the facility			
				C. Chit system used to issue security equip./keys/radios			
				D. Policy regarding restricted keys present and followed by staff			
				E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F. Locks and locking devices are continually inspected, maintained, and inventoried			
				18. Access to Legal Material			
				A. Adequate equipment is available for detainees			
				B. Legal materials/law library current and available for detainees			
				C. Detainee access provided to include SMU			
				D. Denials documented			
				E. Schedule for use implemented 5 hours weekly per detainee			
				F. Access to legal material within 24 hours of written request			
				G. Indigent detainees provided free stamps/envelopes for legal matters			
				19. Group Presentations on Legal Rights			

				H.	ICE/DRO approved videos played for all incoming detainees			
				I.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Detainees in SMU receive separate presentation			
				K.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			
					20. Marriage Requests			
				A.	Marriage written requests approved by FOD			
					21. Medical Care			
				A.	Intake process includes medical and mental health screening			
				B.	Sick call procedures established			
				C.	Adequate medical staff available proportionate to population			
				D.	Pharmaceuticals stored in a secure area			
				E.	All detainees receive physical examination/assessment within 14 days of arrival			
				F.	Sick call slips available in English, Spanish and/or most prevalent second language			
				G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
				H.	Medical records are available and transferred with the detainee			
				I.	Records are maintained of medication distribution			
				J.	All sharps are under strict control and accountability			
				K.	A sharps container is used to dispose of used sharps			
				L.	The medical department is maintained at a high level			

				of sanitation			
				22. Issuance and Exchange of Clothing, Bedding, and Towels			
				A. Clothing provided upon intake and exchanged weekly			
D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E. Showers operate between 100 degrees and 120 degrees			
				F. Showers meet ADA standards and requirements			
				G. Food Service detainee volunteers exchange garments daily			
				23. Population Counts			
				A. Staff conduct formal count (b)(7)(E)			
				B. At least two officers participate in count for each area			
				C. Recount conducted when incorrect count is reported			
				D. Face to photo count conducted as necessary			
				E. Each detainee positively identified during count			
				24. Post Orders			
				A. Every post has a post order, current & signed by the facility administrator			
				B. Housing unit officers record all detainee activity in a log			
				C. Supervisor visits each housing area (b)(7)(E) per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an			

				emergency				
				E.	(b)(7)(E)			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					25. Recreation			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities 1 hour x 5 days			
				C.	Staff conduct daily searches of recreation areas			
				D.	In unit sedentary activities are available			
					26. Religious Practices			
				A.	Detainees are allowed to engage in religious services			
				B.	Authorized religious items are allowed in detainee possession			
					27. Special Management Unit (Administrative Segregation)			
				A.	Written order accompany detainee placed in SMU			
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C.	Detainees in SMU have access to legal materials			
				D.	Detainees in SMU retain visiting privileges			
				E.	Maintain a permanent log regarding detainee related activities			
				F.	SMU phone access same as general pop unless exception is made			
				G.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				H.	The facility administrator (or designee) visits each			

				SMU daily			
				A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
			I.				
D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
			K.	When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division			
				28. Special Management Unit (Disciplinary Segregation)			
			A.	Written order accompany detainee placed in SMU			
			B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
			C.	Admin SMU detainees enjoy same privileges as gen pop			
			D.	Detainees in SMU have access to legal materials			
			E.	Detainees in SMU retain visiting privileges			
			F.	Maintain a permanent log regarding detainee related activities			
			G.	Written order accompany detainee placed in disciplinary SMU			
			H.	Detainees in disciplinary SMU have access to legal materials			
			I.	Detainees in disciplinary SMU retain visiting privileges			
			J.	Disciplinary SMU phone access limited to legal/consular calls			

				K.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				L.	The facility administrator (or designee) visits each SMU daily			
				M.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N.	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
					29. Staff-Detainee Communication			
				A.	Housing unit rounds conducted daily by security staff			
				B.	Housing unit rounds conducted daily by Deportation Staff			
				C.	Detainee requests answered within 72 hours			
				D.	ICE SDC visit schedules are posted in housing unit			
				E.	Request forms are available to detainees			
				F.	There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis			
				G.	Unannounced ICE staff housing unit visits occur weekly			
				H.	Visiting staff observe, document and communicate current climate and conditions of confinement			
					30. Suicide Prevention and Intervention			
				A.	The facility has a written suicide prevention and intervention program approved and signed by the health			

				authority and facility administrator which is reviewed annually			
				B. Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
				C. The facility has a designated and approved isolation room for evaluation and treatment			
D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				D. Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
				31. Telephone Access			
				A. Upon intake, detainees are made aware of phone policies			
				B. Out of order phones reported to service provider			
				C. Telephones inspected regularly by staff			
				D. Telephone access rules posted in each housing unit			
				E. The number for the ICE OIG is posted in housing units			
				F. The pro bono list is posted in housing units			
				G. Emergency phone call messages delivered to detainees			
				H. Special access calls are available to detainees			
				I. Notification of telephone monitoring posted by unit phones			
				32. Terminal Illness, Advanced Directives, and Death			
				A. Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B. The facility has written plans for addressing organ donations			
				C. There is a policy addressing Do Not Resuscitate Orders			
				D. The facility has written procedures detailing the proper notifications			

					33. Tool Control			
				A.	Tool inventories conducted as specified			
				B.	Tools marked and readily identifiable			
				C.	Procedures for issuance of tools to staff and detainees			
				D.	Inventory made of all tools by contractors prior to enter and exit			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
				F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
					34. Detainee Transfer			
				A.	Detainee provided with detainee transfer notification form			
				B.	Health records/transfer summary accompany detainee			
				C.	Funds and personal property accompany detainee			
				D.	A-File/work folder accompany detainee			
					35. Transportation (Land Transportation)			
				A.	Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B.	Officers use a checklist during every vehicle inspection			

				(b) (7)(E)	Transporting officers limit (b) (7)(E) period when transporting detainees with valid Commercial Drivers Licenses,			
				D.	(CDL's) required in any bus transporting detainees			
				E.	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					Vehicles have (b) (7)(E) equipment boxes in accordance with the Use of Force standard			
				F.				
				G.	Vehicles have written contingency plans on board			
					36. Use of Force			
				A.	Policy governing immediate/calculated use of force			
				B.	All use of force incidents documented and reviewed			
				C.	(b)(7)(E) of incidents preserved/catalogued for 2 1/2 yrs			
				D.	Detainee is seen by medical immediately after incident			
				E.	Facility subscribes to prescribed confrontation avoidance procedures			
				F.	Staff trained in use of force techniques			
				G.	Appropriate procedures in place (b)(7)(E)			
				H.	Medical staff consulted prior to (b)(7)(E)			
				I.	(b)(7)(E)			
					37. Visitation			
				A.	Written visitation schedule posted and accessible to the public			

				B.	General visitation log book maintained			
				C.	Visitor dress code enforced			
				D.	Legal visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in detainee housing			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					38. Voluntary Work Program			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for detainees			
				D.	Detainees are medically screened to participate			
				E.	Detainees receive proper training and safety equipment			
				F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Representative (COR): The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards, which are developed by the Service Provider and incorporated into the QCP.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a QCP that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The Service Provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBND References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBND References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBND Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBND References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (5%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBND References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBND References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Administration and Management (5%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNDS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (5%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (5%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Mobilization: The Government may withhold or deduct monthly invoiced amount for failure to meet to the Mobilization Plan as follows:

Number of Working Days after the date in the Mobilization Plan the Contractor was to assume full performance.	Amount Withheld or Deducted from the monthly invoice.
1 to 5 Working Days	Up to 5% withhold
6 to 10 Working Days	Up to 10% withhold
11 to 15 Working Days	Up to 15% withhold or deducted*
16 to 20 Working Days and beyond	Up to 20% withhold or deducted*
21 Working Days and beyond	Up to 25% withhold or deducted*

* The Government may deduct amounts from the invoice if it determines the Contractor is failing to make substantial progress in meeting the schedule. The decision to withhold or deduct invoice amounts is solely at the discretion of the Government. Deducted amounts are not recoverable by the Contractor.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)			
6. TO: (COR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			

Attachment 4

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with the Enforcement and Removal Operations (ERO) -mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDs). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Representative (COR): The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE

2011PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)

- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may

take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR

with the action planned or taken noted. After the COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The Service Provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
Safety Addresses a safe work environment for staff, volunteers, contractors and detainees	PBNS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBNS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBNS Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBNS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities Addresses contractor responsibilities to reduce the negative effects of confinement	PBNS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice Addresses contractor responsibilities to treat	PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook;	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that treat detainees

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
detainees fairly and respect their legal rights	6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Administration and Management Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNDS References: Part 7 -- ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)			
6. TO: (COR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

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Measures: The method for evaluating compliance with the standards.

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Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

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- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
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5. METHODS OF SURVEILLANCE

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6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

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7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
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Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
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This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBND References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBND References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBND Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBND References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBND References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBND References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDs 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNDs References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER	
Report Number:			Date:	
2. TO: (Contractor and Manager Name)			3. FROM: (Name of COTR)	
DATES				
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i>				
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)				
6. TO: (COTR)			7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>				
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	
COTR				
CONTRACTING OFFICER				

Office of the Field Director

U.S. Department of Homeland Security
180 Ted Turner Drive SW
Atlanta, Georgia 30303



U.S. Immigration
and Customs
Enforcement

September 30, 2018

MEMORANDUM FOR: (b)(6),(b)(7)(C)
Vice President, Partnership Development

FROM: (b)(6),(b)(7)(C) Contracting Officer
(b)(6),(b)(7)(C) Contract Specialist

Purpose:

CDRFY18-0004

This memorandum outlines the violation by Core Civic in accordance with Performance-Based National Detention Standards (PBNDS), and the Inter-Governmental Service Agreement DROIGSA-06-00005 (QASP). Immigration and Customs Enforcement (ICE) will be making a twenty percent (20%) deduction for each incident that led/contributed to the death of Jean Carlos Alfonso Jimenez and Mr. Efrain Romero De La Rosa.

Core Civic is found to be in breach of the contract performance based on the following

The 2011 Performance-Based National Detention Standards Section 4.6 Significant Self-Harm and Suicide Prevention and Intervention.

DROIGSA-06-00005 QASP (Attachment A)

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement.

In accordance with the QASP, ICE will withhold these deductions against the monthly invoices for unsatisfactory performance documented through surveillance of Core Civic activities gained through the investigations as follows:

- i. CDRFY18-0004 (Jimenez) 20% Deduction per detainee based on the month that the incident occurred (May 2017) Bed Day Rate (b)(4) @
20% = (b)(4)
- ii. CDRFY18-0004 (De La Rosa) 20% Deduction per detainee based on the month that the incident occurred (July 2018) Bed Day Rate (b)(4) @
20% = (b)(4)

Office of the Field Director

U.S. Department of Homeland Security
180 Ted Turner Drive SW
Atlanta, Georgia 30303



U.S. Immigration
and Customs
Enforcement

September 30, 2018

MEMORANDUM FOR: (b)(6),(b)(7)(C)
Vice President, Partnership Development

FROM: (b)(6),(b)(7)(C) Contracting Officer
(b)(6),(b)(7)(C) Contract Specialist

Purpose:

CDRFY19-0001

This memorandum outlines the violations by CoreCivic in accordance with Performance-Based National Detention Standards (PBNDS), and the Inter-Government Service Agreement DROIGSA-06-00005. Immigration Customs Enforcement (ICE) will be making a twenty percent (20%) deduction for the inadvertent/escape release of a detainee. CoreCivic is found to be in breach of contract performance based on the following:

On December 6, 2018, at approximately 2009 hours, detainee (b)(6),(b)(7)(C) a citizen and national of India was erroneously released by CoreCivic staff out of the Stewart Detention Center (SDC) in Lumpkin, GA. ERO Atlanta provided CoreCivic staff with a copy of a signed Order to Detain/Release Alien, Form I-203, with the name (b)(6),(b)(7)(C) ERO Atlanta's preliminary investigation revealed that CoreCivic staff erroneously released, the wrong detainee, (b)(6),(b)(7)(C)

In accordance with the QASP, ICE will withhold a deduction against the monthly invoice for unsatisfactory performance documented through surveillance and investigation of Core Civic activities as follows:

- i. CDRFY19-0001 20% Deduction based on the month that the incident occurred (December 2018) Bed Day Rate Bed Day Rate (b)(4) @ 20% = (b)(4)

Office of the Field Director

U.S. Department of Homeland Security
180 Ted Turner Drive SW
Atlanta, Georgia 30303



U.S. Immigration
and Customs
Enforcement

September 30, 2018

MEMORANDUM FOR: (b)(6),(b)(7)(C)
Vice President, Partnership Development

FROM: (b)(6),(b)(7)(C) Contracting Officer
(b)(6),(b)(7)(C) Contract Specialist

Purpose:

CDRFY19-0002

This memorandum outlines the violation by Core Civic in accordance with Performance-Based National Detention Standards (PBNDS), and the Inter-Governmental Service Agreement DROIGSA-06-00005 (QASP). Immigration and Customs Enforcement (ICE) will be making a twenty percent (20%) deduction for the incident that led to the escape of detainee (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) on March 2, 2019

Core Civic is found to be in breach of the contract performance based on the following:

1. The Quality Assurance Surveillance Plan (QASP) and the PBNDS 2011 minimum standards were incorporated in modification P00012, which direct the contractor on performance or give guidance to the contractor on contract performance. Core Civic has been non-compliant under QASP Modification P00012 and the PBNDS 2011 minimum standards.
2. Violation of 2011 Performance-Based National Detention Standards Section (PBNDS 2011) 2.8 Population Counts
3. Violation of 2011 Performance-Based National Detention Standards Section (PBNDS 2011) 2.4 Facility Security and Control
4. Violation of DROIGSA-06-00005 Modification P00012 (QASP). Which is to incorporate all of the ICE Performance Based Detention Standards, Addresses the failure of CoreCivic to properly make population counts, and conduct facility security controls

In accordance with the QASP, ICE will withhold a deduction against the monthly invoice for unsatisfactory performance documented through surveillance and investigation of Core Civic activities as follows:

- i. **CDRFY19-0001 20% Deduction based on the month that the incident occurred (December 2018) Bed Day Rate Bed Day Rate** (b)(4) @
20% = (b)(4)

CONTRACT DISCREPANCY REPORT		CONTRACT NUMBER HSCEDM-12-D-00001	
Report Number: STDC 2016-001		Date: August 31, 2016	
2. TO: (Contractor and Manager Name) GEO GROUP (b)(6),(b)(7)(C) Facility Administrator 566 Veterans Drive Pearsall, TX 78061		3. FROM: (Name of COR) (b)(6),(b)(7)(C) 566 Veterans Dr. Pearsall, TX 78061	
DATES			
CONTRACTOR NOTIFICATION August 31, 2016	CONTRACTOR RESPONSE DUE BY September 8, 2016	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference to PWS. Dates: Attach continuation sheet if necessary.) On August 25, 2016, a significant discrepancy was identified at the South Texas Detention Complex, where the GEO Group failed to adhere to items #2, #5 and #8 of Special Needs / Special Requirements form issued by ICE Health Service Corp (IHSC) for detainee (b)(6),(b)(7)(C). (b)(6),(b)(7)(C) Special Needs / Special Requirements form was dated as received by the GEO Group on June 17, 2016. ICE has determined that the GEO Group failed to comply with Performance Requirements of the Performance Work Statement (PWS), in particular Security and Care, and ICE detention standards regarding PBNDS 2011, Standard 2.2 Custody Classification System and 4.3 Medical Care.			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)		(b)(6),(b)(7)(C)	
6. TO: (COTR)		7. FROM: (Contractor)	
See attached Memorandum		See attached Memorandum	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (If applicable: (1) A. program procedures or new A.R. procedures.) See attached Memorandum			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		(b)(6),(b)(7)(C)	
		10. DATE 09/07/2016	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN (Acceptable response plan, partial acceptance of response plan, rejection, attach continuation sheet if necessary) GEO has identified and established chronic care forms to address item #2. GEO acknowledges failure to abide to item #5, reviewed special needs form processing and made changes in documentation procedures. GEO acknowledges failure to abide to item #8, facility practice was not a systemic failure but rather an isolated incident. Corrective Action is acceptable.			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other): Recommended 20-40% withholding until contractor in full compliance with Special Needs Forms issued by IHSC beginning month of September 2016.			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-15-D-00001	
Report Number: CDR-16-007 Page 1 of 5		Date: January 13, 2017	
2. TO: (Contractor and Manager Name) AHTNA Support and Training Services LLC (b)(6),(b)(7)(C) Project Manager		3. FROM: (Name) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) PIDC Deportation Officer / Contracting Officer's Representative (COR)	
DATES			
CONTRACTOR NOTIFICATION January 13, 2017	CONTRACTOR RESPONSE DUE BY: January 24, 2017	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) <u>Discrepancy or Problems Include reference to statement of work:</u>			
1. On December 29, 2016 AhtnaSTS informed ICE of another Detainee Funds Discrepancy. AhtnaSTS identified 2 former PIDC detainees with active detainee funds accounts despite being released, removed, or transferred from PIDC. On December 29, 2016 at 22:30 hours AhtnaSTS Chief (b)(6),(b)(7)(C) informed ICE via email that he had discovered a Detainee Funds discrepancy. The discrepancy was related to former PIDC detainees with open and active account balances in the detainee funds automated system despite the detainees no longer being held at PIDC. A total of 2 former PIDC detainees were identified as having open account balances in the detainee funds automated system. Similarly, AhtnaSTS received CDR-2015-003, CDR-2015-004, and CDR-2015-005 in November 2015 for several incidents involving detainees being released, removed, or transferred from the facility without receiving all funds and personal property. These three incidents violated the 2011 PBNDS standards 2.1 Admission and Release & 2.5 Funds and Personal Property, and PIDC Local Policy 4.7.1 Release and Transfer Procedure which require that all detainee's funds and/or personal property be returned upon release, transfer, or removal from the facility. AhtnaSTS was also non-compliant with AhtnaSTS Technical Sections 1.5.2.7, 1.8.1.2, 1.8.19, & 1.19.8. This sections of the technical clearly stated how AhtnaSTS will handle, control, secure, and return detainee's funds and/or personal property. The incidents described in CDR - 2015 -003, CDR - 2015 - 004, and CDR - 2015 - 005 are now considered to be recurring and systemic non-compliance issues by AhtnaSTS with regards to Detainee Funds and Personal Property. AhtnaSTS has had significant incidents involving detainee funds and property being improperly inventoried, receipted, stored, and safeguarded for the duration of detainee's detention. It is imperative that AhtnaSTS fully implement their POA described in their response to CDR's 003, 004, and 005 and further investigate the causes of the issues identified in this CDR and propose further corrective action. Additionally, due to these recurring detainee funds/property management discrepancies, CDR-16-007 shall serve as notice to AhtnaSTS that Detainee Funds/Property management issues during the performance of contract HSCEDM-15-D-00001 have been re-occurring and will result in an invoice withholding in accordance with Attachment A of the QASP. Continued on <u>Attached Continuation Sheets</u>			
5. TO: (COTR) (b)(6),(b)(7)(C)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN. (Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE (b)(6),(b)(7)(C) AhtnaSTS / PM	SIGNATURE	DATE
COTR	(b)(6),(b)(7)(C) ICE / DO / COR		
CONTRACTING OFFICER	(b)(6),(b)(7)(C) ICE OAO-DCR		

HSCEDM-15-D-00001
CDR-16-007

Continuation Sheet - CDR-16-007

Continuation Sheet - CDR-16-007

Port Isabel Detention Center operations are currently governed by established Performance Based National Detention Standards. Referencing standard:

ICE Performance – Based National Detention Standards 2011

2.1 Admission and Release I. Purpose and Scope – *This detention standard protects the community, detainees, staff, volunteers, and contractors by ensuring secure and orderly operations when detainees are admitted to or released from a facility.* II. Expected Outcomes – *The expected outcomes of this detention standard are as follow (specific requirements are defined in "V. Expected Practices"):* **9. Detainees shall be released from a facility only when staff have followed specified procedures and completed required forms.** V. Expected Practices – A. Overview of Admission, Orientation, and Release. **Before a detainee's release removal or transfer from a facility, staff must follow specified procedures and complete various forms.** H. Releases. **Facility staff assigned to processing must complete certain procedures before any detainee's release, removal, or transfer from the facility. Necessary steps include, but are not limited to: returning personal property.**

2.5 Funds and Personal Property I. Purpose and Scope – *This detention standard ensures that detainee's personal property, including funds, valuables, baggage and other personal property, is safeguarded and controlled, and that contraband does not enter a detention facility.* II. Expected Outcomes – *The expected outcomes of this detention standard are as follows (specific requirements are defined in "V. Expected Practices"):* **2. Each detainee's funds, valuables, baggage and personal property shall be inventoried, receipted, stored and safeguarded for the duration of their detention.** V. Expected Practices – A. General. **5. Return funds, valuables, and personal property to detainees being transferred or released.** D. Admission. **Standard operating procedures shall include obtaining a forwarding address from "every detainee" for use in the event that personal property is lost or forgotten in the facility after the detainee's release, transfer, or removal.** K. Release or Transfer. **After the property check, the property shall be returned to the detainee.**

Port Isabel Detention Center Local Policy**PIDC Local Policy 4.7.1 – Release and Transfer Procedures
Release Processing**

HSCEDM-15-D-00001
CDR-16-007

Continuation Sheet - CDR-16-007

Continuation Sheet - CDR-16-007

Staff must complete certain procedures before any detainee's release, removal, or transfer from the facility. Necessary steps include completing and processing forms, closing files, finger printing; returning personal property; and reclaiming facility-issued clothing, bedding, etc.

From AhtnaSTS Technical Proposal:**1.5.2.7 Commissary (C6.2.7)**

Cash Funds at Release: Ahtna will provide immediate cash availability to detainees being released from the facility whether as a result of the deportation process or court ordered release.

1.8.1.2 Out-Processing Procedures

g) Allow detainees to withdraw any remaining funds in his/her commissary account.

1.8.19 Voluntary Work Program (C9.19)

We will account for detainee pay and ensure pay is deposited into commissary accounts. Upon release/removal, all detainee accounts money will be provided to the detainee.

1.19.8 Detainee Funds Management (C20.8)

Ahtna is proposing a Detainee Services Administrative Assistant (DSAA) who will be responsible, under the Project Manager, for accounting for payment made to Detainee voluntary workers, and to account for funds receipt for during in-processing; the DSAA will also assist the Project Manager in monitoring Trinity's management of funds while on deposit in commissary accounts. During out-processing, our DSAA will ensure, in conjunction with our shift Captain and Trinity, that detainee commissary accounts are cleared and any monies are placed in the detainee's property and properly receipted for during out-processing.

Daily accounting of detainee funds (commissary accounts), with respect to any funds in possession, will be provided to the COR, and the DSAA will audit Trinity on a frequent random basis to ensure integrity is maintained.

We will provide the COR with our detailed Policy regarding funds accounting, during contract transition and an independent audit will be performed annually.

HSCEDM-15-D-00001
CDR-16-007

Continuation Sheet - CDR-16-007

Continuation Sheet - CDR-16-007

Ahtna will indemnify the government from any negligent acts or omissions of our employees or subcontractors involved in Detainee Funds Management.

1. December 29, 2016 AhtnaSTS informed ICE of another Detainee Funds Discrepancy. AhtnaSTS identified 2 former PIDC detainees with active detainee funds accounts despite being released, removed or transferred from PIDC. The 2 detainees identified were released, removed, or transferred from PIDC on December 28, 2016. The following table identifies the former PIDC detainees.

	<u>A#</u>	<u>Detainee Name</u>	<u>Released, Removed, or Transferred</u>	<u>Balance in Detainee Account</u>
<u>1</u>	(b)(6),(b)(7)(C)		12/28/2016	\$22.73
<u>2</u>			12/28/2016	\$15.26

CDR-2015-006 is issued due to:

- Violation of the **2011 Performance Based National Detention Standards (PBNDS) – 2.1 Admissions and Release.**
 - ❖ Detainees shall be released from a facility only when staff have followed specific procedures and completed required forms.
 - ❖ Facility staff assigned to processing must complete certain procedures before any detainee's release, removal, or transfer from the facility. Necessary steps include, but are not limited to: returning personal property.
- Violation of the **2011 Performance Based National Detention Standards (PBNDS) – 2.5 Funds and Personal Property**
 - ❖ Each detainee's funds, valuables, baggage, and personal property shall be inventoried, receipted, stored and safeguarded for the duration of their detention.
 - ❖ Inventory and audit detainee funds, valuables, and personal property.
 - ❖ Return funds, valuables, and personal property to detainees being transferred or released.
 - ❖ Release or Transfer after the property is checked, the property shall be returned to the detainee.
- Violation of the **Port Isabel Detention Center Local Policy – PIDC Local Policy 4.7.1 Release and Transfer Procedures**

HSCEDM-15-D-00001
CDR-16-007Continuation Sheet - CDR-16-007

- ❖ Returning personal property before any detainee's release, removal, or transfer from the facility.

- **Non-Compliance or adherence to AhtnaSTS Technical**

- ❖ **1.5.2.7 Commissary (C6.2.7) – Cash Funds at Release**
- ❖ **1.8.1.2 Out-Processing Procedures**
- ❖ **1.8.19 Voluntary Work Program (C9.19)**
- ❖ **1.19.8 Detainees Funds Management (C20.8)**

Due to the non-compliance issues documented in this CDR-2016-007 (in addition to the similar and recurring issues identified in CDR-2015-003, CDR-2015-004, and CDR-2015-005), ICE requests notification by AhtnaSTS of corrective action, procedures, and actions taken for proper disposition of funds, valuables, and property, and actions to prevent recurrences of these non-compliances.

CONTRACT DISCREPANCY REPORT		CONTRACT NUMBER DROIGSA-08-0030 Order Number HSCEDM-17-F-IG148	
Report Number: Joe Corley 2017-002		Date: 12-18-2017	
2. TO: Mr. (b)(6),(b)(7)(C) Warden, Joe Corley Detention Facility CC: Ms. (b)(6),(b)(7)(C) Executive Vice President CC: Honorable Craig Doyle, Montgomery County Judge		3. FROM: (b)(6),(b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 12-18-2017	CONTRACTOR RESPONSE DUE BY 12-27-2017	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i> Please see attached narrative outlining found discrepancy.			
5. SIGNATURE: (b)(6),(b)(7)(C)		12-18-2017	
6. TO: (COTR)		(b)(6),(b)(7)(C)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Attached to Contract Discrepancy Report # Joe Corley 2017-002 – page 2
December 18, 2017

On December 6, 2017, a detainee that had been released five (5) days prior, was encountered by a local ICE officer in the lobby area of the Joe Corley Detention Center (JCDF). The detainee explained to the ICE officer upon her release from JCDF, her valuable property was not returned to her and she was told to return to the facility at a later date for to collect her valuables. The detainee also stated several other detainees released at the same time were not provided their valuable property by JCDF either.

Upon learning this information, the on-site ICE/ERO Contracting Officer's Representative (COR) proceeded to the secure property area inside the JCDF facility. Upon investigation, it was discovered that the GEO designated Property Officer had been absent from the facility for four (4) work shift days due to illness. During that time period, ICE detainees that GEO processed for release, were released without any valuable property. In lieu of substituting the position with another Property Officer and providing the valuable property to the detainees upon release, GEO chose an alternative solution of asking for a mailing address with the intent to forward the items to the detainees when the assigned Property Officer returned.

Additionally, on December 6, 2017 the COR Officers were able to identify (five) 5 bags of valuable property, not including the detainee that returned, that had not been returned to the detainees.

Furthermore, on December 6, 2017, all valuable property that had been received from incoming transfers had not been properly accounted for while the GEO Property Officer was absent.

This is in violation of PBNDS 2011 Section 2.5 Funds and Personal Property:

V. Expected Practices

A. General

5. return funds, valuables and personal property to detainees being transferred or released

HSCEDM-11-D-00003 - Attachment 4A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Safety (20%) (Addresses a safe work environment for staff, volunteers, contractors and detainees)	PBND References: Part 1 - SAFETY 1) Emergency Plans; 2) Environmental Health and Safety; 3) Transportation (by Land).	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of cited PBNDs and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) (Addresses protect the community, staff, contractors, volunteers, and detainees from harm)	PBND References: Part 2 - SECURITY 4) Admission and Release; 5) Classification System; 6) Contraband; 7) Facility Security and Control; 8) Funds and Personal Property; 9) Hold Rooms in Detention Facilities; 10) Key and Lock Control; 11) Population Counts; 12) Post Orders; 13) Searches of Detainees; 14) Sexual Abuse and Assault Prevention and Intervention; 15) Special Management Units; 16) Staff-Detainee Communication; 17) Tool Control; 18) Use of Force and Restraints. Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14 Sexual Assault 4-ALDF-4D-22-8 Permanent Logs 4-ALDF-2A-11	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

HSCEDM-11-D-00003 - Attachment 4A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Order (10%) (Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)	PBNDs Reference: Part 3 - ORDER 19) Disciplinary System. Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Care (20%) (Addresses contractor responsibility to provide for the basic needs and personal care of detainees)	PBNDs References: Part 4 - CARE 20) Food Service; 21) Hunger Strikes; 22) Medical Care; 23) Personal Hygiene; 24) Suicide Prevention and Intervention; 25) Terminal Illness, Advanced Directives, and Death. Experimental Research 4-ALDF-4D-18 Communicable Disease 4-ALDF-4C-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

HSCEDM-11-D-00003 - Attachment 4A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Activities (10%) (Addresses contractor responsibilities to reduce the negative effects of confinement)	PBNDs References: Part 5 - ACTIVITIES 26) Correspondence and Other Mail; 27) Escorted Trips for Non-Medical Emergencies; 28) Marriage Requests; 29) Recreation; 30) Religious Practices; 31) Telephone Access; 32) Visitation; 33) Voluntary Work Program.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (5%) (Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Contract Detention Facility, performance of the applicable PBNDs are the responsibility of ICE and are not the responsibility of the Contractor)	PBNDs References: Part 6 - JUSTICE 34) Detainee Handbook; 35) Grievance System; 36) Law Libraries and Legal Materials; 37) Legal Rights Group Presentations.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 5% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

HSCEDM-11-D-00003 - Attachment 4A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Administration and Management (5%) (Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)	PBNDs References: Part 7 - ADMIN & MANAGEMENT 38) Detention Files; 39) News Media Interviews and Tours; 40) Staff Training; 41) Transfer of Detainees; Policy Development and Monitoring 4-ALDF-7D-06 Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02 Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 5% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (5%) (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

HSCEDM-11-D-00003 - Attachment 4A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Detainee Discrimination (5%) (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)	Discrimination Prevention 4-ALDF-6B-02-03	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				1. Emergency Plans			
				A. Staff trained, and able to identify signs of detainee unrest			
				B. Written plans locate emergency shut off valves and switches			
				C. Evacuation routes primary and secondary			
				D. A complete set of emergency plans is available			
				E. Facility conducts mock emergency exercises throughout the year to test specific plans			
				F. Staff work stoppage plan is available			
				G. The facility meets annually with local, state, & federal officials to discuss MOUs and cooperative contingency plans			
				2. Environmental Health and Safety			
				A. System for storing/issuing/maintaining hazardous materials			
				B. Complete inventories of hazardous materials maintained			
				C. A complete list of MSDS readily accessible to staff and detainees			
				D. Fire prevention/control/evacuation plan			
				E. Conduct fire/evacuation drills according to schedule/standard			
				F. Staff trained to prevent contact with blood and bodily fluids			
				G. Emergency generators are tested bi-weekly			
				H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I. Safety Office (or officer) maintains files of inspection reports; including corrective actions taken			
				J. Facility appears clean and well maintained			
				K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

1

HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				3. Transportation (By Land)			
				A. Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B. Officers use a checklist during every vehicle inspection			
				C. Transporting officers limit ^{(b) (7)(E)} period when transporting detainees			
				D. ^{(b) (7)(E)} officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
				E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
				F. Vehicles have ^{(b) (7)(E)} in accordance with the Use of Force standard			
				G. Vehicles have written contingency plans on board			
				4. Admission and Release			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory detainee personal effects			
				D. Accountability in place for admin/release			
				E. All visual searches documented and are not routine in procedure			
				F. Appropriate clothing and bedding issued			
				G. Orientation material in English, Spanish or most prevalent second language			
				5. Classification System			
				A. All detainees classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				D.	Work assignments are based upon classification system			
				E.	Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
					6. Contraband			
				A.	Policy in place for handling contraband			
				B.	Contraband disposed of properly and documented			
				C.	Facility staff make a concerted effort to control contraband			
					7. Facility Security and Control			
				A.	Staff are required to conduct security check of assigned areas			
				B.	All visitors officially recorded in a visitor log book			
				C.	Front entrance staff inspect ID of everyone entering/exiting			
				D.	Maintain a log of all incoming and departing vehicles			
				E.	Housing unit searches occur at irregular times			
				F.	Area searches documented in log book			
				G.	Daily/Monthly fence checks completed and logged			
				H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I.	Comprehensive staffing analysis determines staffing needs and plans			
				J.	Essential posts and positions are filled with qualified personnel			
				K.	Officers monitor all vehicular traffic entering and leaving the facility			
				L.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				M. Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
				N. Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
				O. Tools taken into the secure area of the facility are inspected and inventoried before entering and prior to departure			
				P. (b)(7)(E)			
				Q. The facility shares intelligence information with ICE			
				8. Funds and Personal Property			
				A. Inventory personal property/funds is maintained			
				B. Funds/valuables documented on receipt			
				C. Detainees property searched for contraband			
				D. Staff forward arriving detainees medication to medical staff			
				E. Detainee funds are deposited into the cash box			
				F. Staff secure every container used to store property with a tamper-proof numbered strap			
				G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
				9. Hold Rooms in Detention Facilities			
				A. Detainees are not held in hold rooms longer than 12 hours			
				B. All detainees pat searched prior to placement in hold room			
				C. Maintain detention log for each detainee in hold room			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				D. Written evacuation plan posted for each hold room			
				E. Hold rooms contain sufficient seating for the number of detainees held			
				F. The maximum occupancy for the hold room will be posted			
				G. No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				H. Male and females are segregated from each other at all times			
				I. Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				(b) (7)(E) Officers closely supervise the detention hold rooms. Hold rooms are			
				10. Key and Lock Control			
				A. Maintain inventories of all keys/locks/locking devices			
				B. Emergency keys are available for all areas of the facility			
				C. Chit system used to issue security equip./keys/radios			
				D. Policy regarding restricted keys present and followed by staff			
				E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F. Locks and locking devices are continually inspected, maintained, and inventoried			
				11. Population Counts			
				A. Staff conduct formal count at least (b)(7)(E)			
				(b) (7)(E) participate in count for each area			
				C. Recount conducted when incorrect count is reported			
				D. Face to photo count conducted			
				E. Each detainee positively identified during count			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				12. Post Orders			
				A. Every post has a post order, current & signed by the facility administrator			
				B. Housing unit officers record all detainee activity in a log			
				C. Supervisor visits each housing area (b)(7)(E) per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E. Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
				13. Searches of Detainees			
				A. Unit shakedowns are conducted			
				B. Random shakedowns conducted & documented			
				C. The facility employs a schedule to insure that all areas of the facility are routinely searched			
				D. Canines are not used for force, intimidation, or control of detainees.			
				14. Sexual Abuse and Assault Prevention and Intervention			
				A. The facility has a Sexual Abuse and Assault Prevention and Intervention Program			
				B. Detainees are advised of the program			
				C. All staff are trained, initially and in annual refresher training, in the prevention and intervention areas			
				D. Sexual Assault Awareness Notice is posted on all housing unit bulletin boards			
				15. Special Management Units			
				A. Written order accompany detainee placed in SMU			
				B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C. Admin SMU detainees enjoy same privileges as general population			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				D. Detainees in SMU have access to legal materials			
				E. Detainees in SMU retain visiting privileges			
				F. Maintain a permanent log regarding detainee related activities			
				G. Written order accompany detainee placed in disciplinary SMU			
				H. Detainees in disciplinary SMU have access to legal materials			
				I. Detainees in disciplinary SMU retain visiting privileges			
				J. Disciplinary SMU phone access limited to legal/consular calls			
				K. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				L. The facility administrator (or designee) visits each SMU daily			
				M. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				O. When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, DMD			
				16. Staff-Detainee Communication			
				A. Housing unit rounds conducted daily by security staff			
				B. Housing unit rounds conducted daily by Deportation Staff			
				C. Detainee requests answered within 72 hours			
				D. ICE SDC visit schedules are posted in housing unit			
				E. Request forms are available to detainees			
				F. There is a secure box available for detainees to place requests in for			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				ICE staff that is checked on a daily basis			
				G. Unannounced ICE staff housing unit visits occur weekly			
				H. Visiting staff observe, document and communicate current climate and conditions of confinement			
				17. Tool Control			
				A. Tool inventories conducted as specified			
				B. Tools marked and readily identifiable			
				C. Procedures for issuance of tools to staff and detainees			
				D. Inventory made of all tools by contractors prior to enter and exit			
				E. There is an individual who is responsible for developing a tool control procedure and an inspection system to insure accountability			
				F. A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G. Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H. Department heads are responsible for implementing proper tool control procedures as described in the standard			
				18. Use of Physical Force and Restraints			
				A. Policy governing immediate/calculated use of force			
				B. All use of force incidents documented and reviewed			
				C. (b)(7)(E) of incidents preserved/catalogued for 2 1/2 yrs			
				D. Detainee is seen by medical immediately after incident			
				E. Facility subscribes to prescribed confrontation avoidance procedures			
				F. Staff trained in use of force techniques			
				G. Appropriate procedures in place for using (b)(7)(E)			
				H. Medical staff consulted prior to (b)(7)(E)			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					(b)(7)(E)			
				I.	(b)(7)(E)			
					19. Disciplinary System			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			
				D.	Disciplinary sanctions are in accordance with standards			
				E.	Staff representation available			
					20. Food Service			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
				E.	A minimum of two hot meals served daily			
				F.	Facility has a standard 35 day cycle menu			
				G.	A registered dietician conducts nutritional analysis			
				H.	All menu changes documented			
				I.	Common fare menu for authorized detainees			
				J.	Weekly inspections conducted and documented			
					21. Hunger Strikes			
				A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			
				B.	Staff receive training in identification of hunger strike			
				C.	Process for determining reason for hunger strike			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				22. Medical Care			
				A. Intake process includes medical and mental health screening			
				B. Sick call procedures established			
				C. Adequate medical staff available proportionate to population			
				D. Pharmaceuticals stored in a secure area			
				E. All detainees receive physical examination/assessment within 14 days of arrival			
				F. Sick call slips available in English, Spanish and/or most prevalent second language			
				G. The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
				H. Medical records are available and transferred with the detainee			
				I. Records are maintained of medication distribution			
				J. All sharps are under strict control and accountability			
				K. A sharps container is used to dispose of used sharps			
				L. The medical department is maintained at a high level of sanitation			
				23. Personal Hygiene			
				A. Clothing provided upon intake and exchanged weekly			
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E. Showers operate between 100 degrees and 120 degrees			
				F. Showers meet ADA standards and requirements			
				G. Food Service detainee volunteers exchange garments daily			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				24. Suicide Prevention and Intervention			
				A. The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B. At Every new staff member receives suicide-prevention training. Suicide prevention training occurs during the employee orientation program and annually thereafter			
				C. The facility has a designated and approved isolation room for evaluation and treatment			
				(b) (7)(E) Staff observes and documents the status of a suicide-watch detainee			
				25. Terminal Illness, Advanced Directives, and Death			
				A. Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B. The facility has written plans for addressing organ donations			
				C. There is a policy addressing Do Not Resuscitate Orders			
				D. The facility has written procedures detailing the proper notifications			
				26. Correspondence and Other Mail			
				A. Incoming mail screened and delivered daily			
				B. Outgoing mail screened for contraband			
				C. Legal mail opened in front of detainee			
				D. Incoming funds processed properly			
				E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F. Facility has a system for detainees to purchase stamps			
				G. SMU has same correspondence privileges as general population			
				27. Escorted Trips for Non-Medical Emergencies			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					28. Marriage Requests			
				A.	Marriage written requests approved by FOD			
					29. Recreation			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities			
				C.	Staff conduct daily searches of recreation areas			
				D.	In unit sedentary activities are available			
					30. Religious Practices			
				A.	Detainees are allowed to engage in religious services			
				B.	Authorized religious items are allowed in detainee possession			
					31. Telephone Access			
				A.	Upon intake, detainees are made aware of phone policies			
				B.	Out of order phones reported to Contractor			
				C.	Telephones inspected by staff			
				D.	Telephone access rules posted in each housing unit			
				E.	The number for the ICE OIG is posted in housing units			
				F.	The pro bono list is posted in housing units			
				G.	Emergency phone call messages delivered to detainees			
				H.	Special access calls are available to detainees			
				I.	Notification of telephone monitoring posted by unit phones			
					32. Visitation			
				A.	Written visitation schedule posted and accessible to the public			
				B.	General visitation log book maintained			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				C.	Visitor dress code enforced			
				D.	Visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in detainee housing			
					33. Voluntary Work Program			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for detainees			
				D.	Detainees are medically screened to participate			
				E.	Detainees receive proper training and safety equipment			
				F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
					34. Detainee Handbook			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate detainees			
					35. Grievance System			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances that include staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					36. Law Libraries and Legal Material			

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HSCEDM11-D-00003 - Attachment 4.B.
Enforcement and Removal Operations
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Facility Name:

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U.S. Immigration
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Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				A. Adequate equipment is available for detainees			
				B. Legal materials/law library current and available for detainees			
				C. Detainee access provided to include SMU			
				D. Denials documented			
				E. Schedule for use implemented 10 hours weekly per detainee			
				F. Access to legal material within 24 hours of written request			
				G. Indigent detainees provided free stamps/envelopes for legal matters			
				37. Legal Rights Group Presentations			
				A. ICE/DRO approved videos played for all incoming detainees			
				B. Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
				C. Detainees in SMU receive separate presentation			
				D. Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			
				38. Detention Files			
				A. Detention file created for each new arrival			
				B. Detention files contain documents generated during custody			
				C. Detention files maintained in a secure area			
				39. News Media Interviews and Tours			
				A. The facility has a procedure to address news media interview and tours in accordance with NDS			
				40. Staff Training			
				A. The facility conducts appropriate orientation, initial training, and annual training for all staff, contractors, and volunteers			
				B. Staff training is conducted according to a regular schedule with sufficient classes to maintain pre-service and in-service training hour compliance			

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HSCEDM11-D-00003 - Attachment 4.B.
 Enforcement and Removal Operations
 Compliance Monitoring Tool



U.S. Immigration
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Facility Name:

Month/Year:

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				41. Transfer of Detainees			
				A. Detainee provided with detainee transfer notification form			
				B. Health records/transfer summary accompany detainee			
				C. Funds and personal property accompany detainee			
				D. A-File/work folder accompany detainee			

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QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Contractor shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Contractor's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Contractor's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Contractor is required to furnish.

This QASP is based on the premise the Government will validate that the Contractor is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Contractor and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment 11A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (PBNDs). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE PBNDs at <http://www.ice.gov/partners/dro/PBNDs/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 11A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Contractor shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 11A for a summary list of performance requirements.) Such reviews shall be performed by the Contractor to validate its operations, and assure ICE that the services meet the performance standards.

The Contractor's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Contractor's QCP activities should be provided to the COTR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 11B).

The Contractor is encouraged not to limit its inspection to only the processes outlined in the PBNDS; however, certain key documents shall be produced by the Contractor to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping ensuring ongoing operational compliance with the standards (i.e: inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract Discrepancy Reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will inspect the Contractor's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review. The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 11B. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Contractor's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Contractor's performance by (a) conducting site visits to assess the Facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the Contractor's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Discrepancy Reports (See Attachment 11C) and the "Compliance Monitoring Tool" set forth in Attachment 11B. Where ICE/ERO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ERO standard will be used.

5.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the Contractor personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the ERO standards. On-site inspections may be performed by the COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 11B) or ad-hoc.

5.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the Contractor's QCP, an unusual occurrence pertaining to the Agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Contractor as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Contractor performance activities, or accompany the Contractor's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and shall be corrected within a reasonable amount of time (See Attachment 11B).

5.3 Review of Documentation: The Contractor shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Contractor shall also develop and maintain

documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Contractor's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

5.4 Interviews and Other Feedback: The COTR may interview key members of the Contractor's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Contractor based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Contractor may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Contractor, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the Agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Contractor will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Contractor's monthly invoice as prescribed in Attachment 11A

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (versus "withholds") amounts from the Contractor's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the Contractor has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Contractor has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management."

8. NOTIFICATIONS

- (a) Based on the inspection of the Contractor's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 11C. To the extent practicable, issues should be resolved informally, with the COTR and Contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor shall return the CDR with the action planned or taken noted. After the COTR reviews the Contractor's response to the CDR including its planned remedy, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Contractor.
- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and

sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Contractor's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Contractor terminates the Agreement, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Contractor is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Contractor for remedy. Upon notification, the Contractor shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Contractor shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor shall document its findings and notify the COTR.

10. ATTACHMENTS

- 11.A. Performance Requirements Summary
- 11.B. Compliance Monitoring Tool
- 11.C. Sample Contract Discrepancy Report

HSCEDM-11-R-00002 - Attachment 11A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Safety (20%) (Addresses a safe work environment for staff, volunteers, contractors and detainees)	PBNDs References: Part 1 - SAFETY 1) Emergency Plans; 2) Environmental Health and Safety; 3) Transportation (by Land).	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of cited PBNDs and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) (Addresses protect the community, staff, contractors, volunteers, and detainees from harm)	PBNDs References: Part 2 - SECURITY 4) Admission and Release; 5) Classification System; 6) Contraband; 7) Facility Security and Control; 8) Funds and Personal Property; 9) Hold Rooms in Detention Facilities; 10) Key and Lock Control; 11) Population Counts; 12) Post Orders; 13) Searches of Detainees; 14) Sexual Abuse and Assault Prevention and Intervention; 15) Special Management Units; 16) Staff-Detainee Communication; 17) Tool Control; 18) Use of Force and Restraints. Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14 Sexual Assault 4-ALDF-4D-22-8 Permanent Logs 4-ALDF-2A-11	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

HSCEDM-11-R-00002 - Attachment 11A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Order (10%) (Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)	PBND Reference: Part 3 - ORDER 19) Disciplinary System. Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Care (20%) (Addresses contractor responsibility to provide for the basic needs and personal care of detainees)	PBND References: Part 4 - CARE 20) Food Service; 21) Hunger Strikes; 22) Medical Care; 23) Personal Hygiene; 24) Suicide Prevention and Intervention; 25) Terminal Illness, Advanced Directives, and Death. Experimental Research 4-ALDF-4D-18 Communicable Disease 4-ALDF-4C-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBND and PWS(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

HSCEDM-11-R-00002 - Attachment 11A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Activities (10%) (Addresses contractor responsibilities to reduce the negative effects of confinement)	PBNDs References: Part 5 - ACTIVITIES 26) Correspondence and Other Mail; 27) Escorted Trips for Non-Medical Emergencies; 28) Marriage Requests; 29) Recreation; 30) Religious Practices; 31) Telephone Access; 32) Visitation; 33) Voluntary Work Program.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (5%) (Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Contract Detention Facility, performance of the applicable PBNDs are the responsibility of ICE and are not the responsibility of the Contractor)	PBNDs References: Part 6 - JUSTICE 34) Detainee Handbook; 35) Grievance System; 36) Law Libraries and Legal Materials; 37) Legal Rights Group Presentations.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 5% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

HSCEDM-11-R-00002 - Attachment 11A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Administration and Management (5%) (Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)	PBNDs References: Part 7 - ADMIN & MANAGEMENT 38) Detention Files; 39) News Media Interviews and Tours; 40) Staff Training; 41) Transfer of Detainees; Policy Development and Monitoring 4-ALDF-7D-06 Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02 Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 5% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (5%) (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

HSCEDM-11-R-00002 - Attachment 11A
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Detainee Discrimination (5%) (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)	Discrimination Prevention 4-ALDF-6B-02-03	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				1. Emergency Plans			
				A. Staff trained, and able to identify signs of detainee unrest			
				B. Written plans locate emergency shut off valves and switches			
				C. Evacuation routes primary and secondary			
				D. A complete set of emergency plans is available			
				E. Facility conducts mock emergency exercises throughout the year to test specific plans			
				F. Staff work stoppage plan is available			
				G. The facility meets annually with local, state, & federal officials to discuss MOUs and cooperative contingency plans			
				2. Environmental Health and Safety			
				A. System for storing/issuing/maintaining hazardous materials			
				B. Complete inventories of hazardous materials maintained			
				C. A complete list of MSDS readily accessible to staff and detainees			
				D. Fire prevention/control/evacuation plan			
				E. Conduct fire/evacuation drills according to schedule/standard			
				F. Staff trained to prevent contact with blood and bodily fluids			
				G. Emergency generators are tested bi-weekly			
				H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I. Safety Office (or officer) maintains files of inspection reports; including corrective actions taken			
				J. Facility appears clean and well maintained			
				K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				3. Transportation (By Land)			
				A. Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B. Officers use a checklist during every vehicle inspection			
				C. Transporting officers limit (b) (7)(E) period when transporting detainees			
				D. (b)(7)(E) officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
				E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
				F. Vehicles have (b)(7)(E) in accordance with the Use of Force standard			
				G. Vehicles have written contingency plans on board			
				4. Admission and Release			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory detainee personal effects			
				D. Accountability in place for admin/release			
				E. All visual searches documented and are not routine in procedure			
				F. Appropriate clothing and bedding issued			
				G. Orientation material in English, Spanish or most prevalent second language			
				5. Classification System			
				A. All detainees classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				D.	Work assignments are based upon classification system			
				E.	Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
					6. Contraband			
				A.	Policy in place for handling contraband			
				B.	Contraband disposed of properly and documented			
				C.	Facility staff make a concerted effort to control contraband			
					7. Facility Security and Control			
				A.	Staff are required to conduct security check of assigned areas			
				B.	All visitors officially recorded in a visitor log book			
				C.	Front entrance staff inspect ID of everyone entering/exiting			
				D.	Maintain a log of all incoming and departing vehicles			
				E.	Housing unit searches occur at irregular times			
				F.	Area searches documented in log book			
				G.	Daily/Monthly fence checks completed and logged			
				H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I.	Comprehensive staffing analysis determines staffing needs and plans			
				J.	Essential posts and positions are filled with qualified personnel			
				K.	Officers monitor all vehicular traffic entering and leaving the facility			
				L.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			

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Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				M. Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
				N. Daily procedures include: (b)(7)(E) physical checks of the perimeter fence; documenting the results			
				O. Tools taken into the secure area of the facility are inspected and inventoried before entering and prior to departure			
				P. (b)(7)(E)			
				Q. The facility shares intelligence information with ICE			
				8. Funds and Personal Property			
				A. Inventory personal property/funds is maintained			
				B. Funds/valuables documented on receipt			
				C. Detainees property searched for contraband			
				D. Staff forward arriving detainees medication to medical staff			
				E. Detainee funds are deposited into the cash box			
				F. Staff secure every container used to store property with a tamper-proof numbered strap			
				G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
				9. Hold Rooms in Detention Facilities			
				A. Detainees are not held in hold rooms longer than 12 hours			
				B. All detainees pat searched prior to placement in hold room			
				C. Maintain detention log for each detainee in hold room			

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Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				D.	Written evacuation plan posted for each hold room			
				E.	Hold rooms contain sufficient seating for the number of detainees held			
				F.	The maximum occupancy for the hold room will be posted			
				G.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				H.	Male and females are segregated from each other at all times			
				I.	Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				(b) (7)(E)	Officers closely supervise the detention hold rooms. Hold rooms are			
					10. Key and Lock Control			
				A.	Maintain inventories of all keys/locks/locking devices			
				B.	Emergency keys are available for all areas of the facility			
				C.	Chit system used to issue security equip./keys/radios			
				D.	Policy regarding restricted keys present and followed by staff			
				E.	Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F.	Locks and locking devices are continually inspected, maintained, and inventoried			
					11. Population Counts			
				A.	Staff conduct formal count (b)(7)(E)			
				B.	At least two officers participate in count for each area			
				C.	Recount conducted when incorrect count is reported			
				D.	Face to photo count conducted			
				E.	Each detainee positively identified during count			

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Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				12. Post Orders			
				A. Every post has a post order, current & signed by the facility administrator			
				B. Housing unit officers record all detainee activity in a log			
				C. Supervisor visits each housing area (b)(7)(E) per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E. (b)(7)(E)			
				13. Searches of Detainees			
				A. Unit shakedowns are conducted			
				B. Random shakedowns conducted & documented			
				C. The facility employs a schedule to insure that all areas of the facility are routinely searched			
				D. Canines are not used for force, intimidation, or control of detainees.			
				14. Sexual Abuse and Assault Prevention and Intervention			
				A. The facility has a Sexual Abuse and Assault Prevention and Intervention Program			
				B. Detainees are advised of the program			
				C. All staff are trained, initially and in annual refresher training, in the prevention and intervention areas			
				D. Sexual Assault Awareness Notice is posted on all housing unit bulletin boards			
				15. Special Management Units			
				A. Written order accompany detainee placed in SMU			
				B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C. Admin SMU detainees enjoy same privileges as general population			

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Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				D. Detainees in SMU have access to legal materials			
				E. Detainees in SMU retain visiting privileges			
				F. Maintain a permanent log regarding detainee related activities			
				G. Written order accompany detainee placed in disciplinary SMU			
				H. Detainees in disciplinary SMU have access to legal materials			
				I. Detainees in disciplinary SMU retain visiting privileges			
				J. Disciplinary SMU phone access limited to legal/consular calls			
				K. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				L. The facility administrator (or designee) visits each SMU daily			
				M. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				O. When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, DMD			
				16. Staff-Detainee Communication			
				A. Housing unit rounds conducted daily by security staff			
				B. Housing unit rounds conducted daily by Deportation Staff			
				C. Detainee requests answered within 72 hours			
				D. ICE SDC visit schedules are posted in housing unit			
				E. Request forms are available to detainees			
				F. There is a secure box available for detainees to place requests in for			

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Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					ICE staff that is checked on a daily basis			
				G.	Unannounced ICE staff housing unit visits occur weekly			
				H.	Visiting staff observe, document and communicate current climate and conditions of confinement			
					17. Tool Control			
				A.	Tool inventories conducted as specified			
				B.	Tools marked and readily identifiable			
				C.	Procedures for issuance of tools to staff and detainees			
				D.	Inventory made of all tools by contractors prior to enter and exit			
				E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to insure accountability			
				F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
					18. Use of Physical Force and Restraints			
				A.	Policy governing immediate/calculated use of force			
				B.	All use of force incidents documented and reviewed			
				C.	(b)(7)(E) incidents preserved/catalogued for 2 1/2 yrs			
				D.	Detainee is seen by medical immediately after incident			
				E.	Facility subscribes to prescribed confrontation avoidance procedures			
				F.	Staff trained in use of force techniques			
				G.	Appropriate procedures in place for using (b)(7)(E)			
				H.	Medical staff consulted prior to (b)(7)(E)			

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Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					(b)(7)(E)			
				I.	(b)(7)(E)			
					19. Disciplinary System			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			
				D.	Disciplinary sanctions are in accordance with standards			
				E.	Staff representation available			
					20. Food Service			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
				E.	A minimum of two hot meals served daily			
				F.	Facility has a standard 35 day cycle menu			
				G.	A registered dietician conducts nutritional analysis			
				H.	All menu changes documented			
				I.	Common fare menu for authorized detainees			
				J.	Weekly inspections conducted and documented			
					21. Hunger Strikes			
				A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			
				B.	Staff receive training in identification of hunger strike			
				C.	Process for determining reason for hunger strike			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				22. Medical Care			
				A. Intake process includes medical and mental health screening			
				B. Sick call procedures established			
				C. Adequate medical staff available proportionate to population			
				D. Pharmaceuticals stored in a secure area			
				E. All detainees receive physical examination/assessment within 14 days of arrival			
				F. Sick call slips available in English, Spanish and/or most prevalent second language			
				G. The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
				H. Medical records are available and transferred with the detainee			
				I. Records are maintained of medication distribution			
				J. All sharps are under strict control and accountability			
				K. A sharps container is used to dispose of used sharps			
				L. The medical department is maintained at a high level of sanitation			
				23. Personal Hygiene			
				A. Clothing provided upon intake and exchanged weekly			
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E. Showers operate between 100 degrees and 120 degrees			
				F. Showers meet ADA standards and requirements			
				G. Food Service detainee volunteers exchange garments daily			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					24. Suicide Prevention and Intervention			
				A.	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B.	At Every new staff member receives suicide-prevention training. Suicide prevention training occurs during the employee orientation program and annually thereafter			
				C.	The facility has a designated and approved isolation room for evaluation and treatment			
				(b) (7)(E)	Staff observes and documents the status of a suicide-watch detainee			
					25. Terminal Illness, Advanced Directives, and Death			
				A.	Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B.	The facility has written plans for addressing organ donations			
				C.	There is a policy addressing Do Not Resuscitate Orders			
				D.	The facility has written procedures detailing the proper notifications			
					26. Correspondence and Other Mail			
				A.	Incoming mail screened and delivered daily			
				B.	Outgoing mail screened for contraband			
				C.	Legal mail opened in front of detainee			
				D.	Incoming funds processed properly			
				E.	Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F.	Facility has a system for detainees to purchase stamps			
				G.	SMU has same correspondence privileges as general population			
					27. Escorted Trips for Non-Medical Emergencies			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					28. Marriage Requests			
				A.	Marriage written requests approved by FOD			
					29. Recreation			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities			
				C.	Staff conduct daily searches of recreation areas			
				D.	In unit sedentary activities are available			
					30. Religious Practices			
				A.	Detainees are allowed to engage in religious services			
				B.	Authorized religious items are allowed in detainee possession			
					31. Telephone Access			
				A.	Upon intake, detainees are made aware of phone policies			
				B.	Out of order phones reported to Contractor			
				C.	Telephones inspected by staff			
				D.	Telephone access rules posted in each housing unit			
				E.	The number for the ICE OIG is posted in housing units			
				F.	The pro bono list is posted in housing units			
				G.	Emergency phone call messages delivered to detainees			
				H.	Special access calls are available to detainees			
				I.	Notification of telephone monitoring posted by unit phones			
					32. Visitation			
				A.	Written visitation schedule posted and accessible to the public			
				B.	General visitation log book maintained			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q					
				C.	Visitor dress code enforced			
				D.	Visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in detainee housing			
					33. Voluntary Work Program			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for detainees			
				D.	Detainees are medically screened to participate			
				E.	Detainees receive proper training and safety equipment			
				F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
					34. Detainee Handbook			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate detainees			
					35. Grievance System			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances that include staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					36. Law Libraries and Legal Material			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				A. Adequate equipment is available for detainees			
				B. Legal materials/law library current and available for detainees			
				C. Detainee access provided to include SMU			
				D. Denials documented			
				E. Schedule for use implemented 10 hours weekly per detainee			
				F. Access to legal material within 24 hours of written request			
				G. Indigent detainees provided free stamps/envelopes for legal matters			
				37. Legal Rights Group Presentations			
				A. ICE/DRO approved videos played for all incoming detainees			
				Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
				B. Detainees in SMU receive separate presentation			
				Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			
				D. 38. Detention Files			
				A. Detention file created for each new arrival			
				B. Detention files contain documents generated during custody			
				C. Detention files maintained in a secure area			
				39. News Media Interviews and Tours			
				A. The facility has a procedure to address news media interview and tours in accordance with NDS			
				40. Staff Training			
				A. The facility conducts appropriate orientation, initial training, and annual training for all staff, contractors, and volunteers			
				B. Staff training is conducted according to a regular schedule with sufficient classes to maintain pre-service and in-service training hour compliance			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Attachment 11.B.
Enforcement and Removal Operations
Compliance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Facility Name:

Month/Year:

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M	Q				
				41. Transfer of Detainees			
				A. Detainee provided with detainee transfer notification form			
				B. Health records/transfer summary accompany detainee			
				C. Funds and personal property accompany detainee			
				D. A-File/work folder accompany detainee			

A = Acceptable D = Deficient R = At-Risk NA = Not Applicable

Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-09-D-00007 Order Number HSCEDM	
Report Number: 2017-001		Date: 4/02/2018	
2. TO: (b)(6), (b)(7)(C) Warden-Corrections Corporation of America Houston Contract Detention Facility Houston, Texas		3. FROM: (b)(6), (b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 4/20/2018	CONTRACTOR RESPONSE DUE BY 4/27/2018	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.) On June 16, 2017 CoreCivic's subcontractor, TransCor, had three employees transporting twenty-three (23) ICE detainees from the Houston Contract Detention Facility (CDF) to the Laredo, TX port of entry (POE). Once at the Laredo POE, proper procedures were not followed and therefore one ICE detainee escaped and Detention Officers were not able to apprehend the detainee. Please see attached page for further discrepancies.			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (b)(6), (b)(7)(C) 4.20.2018			
		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Continuation from page one -

4. DISCREPANCY OR PROBLEM *(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)*

Background: On June 16, 2017, at approximately 1642 hours, Transcor transportation staff at the Houston Contract Detention Facility (CDF) notified ERO Houston that ICE detainee (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) a native and citizen of Mexico, DOB: (b)(6),(b)(7)(C) who had been transported to the Laredo Point of Entry (POE) for removal, reportedly absconded while being escorted towards the international bridge.

The Transcor bus with 23 male detainees left the Houston CDF in route to the Laredo POE for a removal operation. The ICE detainees were being escorted from the bus to the international bridge when ICE detainee (b)(6),(b)(7)(C) absconded from Transcor officers. (b)(6),(b)(7)(C) was in a group of two to have their restraints removed and walked across the bridge. As (b)(6),(b)(7)(C) walked to the bridge access gate he turned around and bolted away from the officers, running into Laredo, TX. Officers on scene were unsuccessful in apprehending him. United States Border Patrol Agents, along with state and local law enforcement authorities were notified.

After this event, ICE ERO did its own investigation, to include a site inspection and discovered several operational procedures that required correcting or improvement. The contractor has agreed to implement new transportation procedures as a result of this escape.

Result: In accordance with the contract's Quality Assurance Surveillance Plan (QASP) failure to meet performance standards allows ICE to deduct or withhold monies from the monthly invoices until the Contracting Officer determines there is full compliance with the standard or section in violation. There may be times when an event, such as an escape, is so egregious that the Government deducts (vs. "withholds") amounts from the service provider's monthly invoice. Please see attached Exhibit C.

This has been determined to be a significant event and thus worthy of a deduction, rather than a withholding. The applicable QASP performance standard is Security (PWS VII-Q: Escapes) equating to up to a 20% deduction of the monthly invoices. Due to the seriousness of this incident, ICE has determined that a one-time deduction of 20% is appropriate for this action. The 20% will be deducted from the (b)(4) monthly transportation CLIN, equating to a one-time flat monthly invoice amount of (b)(4)

Procedure: A response from CoreCivic is due by April 27, 2018 . Please provide an action plan, to include but not limited to the deduction amount stated above, to ensure you come into compliance with the terms of the contract.

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-09-D-00007 Order Number HSCEDM-16-00023	
Report Number: 2017-002		Date: 4/02/2018	
2. TO: (b)(6), (b)(7)(C) Warden Corrections Corporation of America Houston Contract Detention Facility Houston, Texas		3. FROM: (b)(6), (b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 4/26/2018	CONTRACTOR RESPONSE DUE BY 5/15/2018	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.) On June 18, 2017 CoreCivic's subcontractor, TransCor, had three employees transporting twenty-three (23) ICE detainees from the Houston Contract Detention Facility (CDF) to the Laredo, TX port of entry (POE). Once at the Laredo POE, proper procedures were not followed (CDR 2017-001) and therefore one ICE detainee escaped and Detention Officers were not able to apprehend the detainee, an ICE investigation outlined the TransCor Officers were not armed in their transportation duties, which is a discrepancy of the ICE contract. Please see attached page for further discrepancies.			
5. SIGNATURE (b)(6), (b)(7)(C)		TR 4.20.2018 Contractor vic	
6. TO: (CO)			
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.) See attached letter			
9. SIGNATURE OF CONTRACTOR (b)(6), (b)(7)(C)		10. DATE 05/18/18	
11. GOVERNMENT EVALUATION (acceptance of response/plan, partial) RESPONSE OUTLINED IN CORECIVIC'S ATTACHED MAY 18, 2018 CORRESPONDENCE IN REGARD TO RESPONSIBILITY IS ACCEPTED.			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.) CDR DEDUCTION OF 15% FROM TRANSPORTATION FEE MONTHLY FEE OF (b)(4) TAKEN OVER 9 MONTHS @ (b)(4) PER MONTH.			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Continuation from page one -

4. DISCREPANCY OR PROBLEM:

After the events of June 16, 2017, where detainee (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) a native and citizen of Mexico, DOB: (b)(6),(b)(7)(C) absconded from TransCor officers at the Laredo POE, ICE ERO performed an investigation which included a site inspection. As a result, ICE ERO discovered that the transportation guards (b)(7)(E). This discovery was physically witnessed by three ICE/ERO Houston Field Office Representatives: (b)(6),(b)(7)(C) DFOD, (b)(6),(b)(7)(C) Acting AFOD, and (b)(6),(b)(7)(C) AFOD.

The Houston CDF contract #HSCEDM-09-D00007, Performance Statement of Work (PSW), Clause 4 (f), page 30, states specifically that "all transportation Detention Officers shall be (b)(7)(E)" Please see attached Exhibit A.

Additionally, Modification P00019, dated 06/12/2013 (well before the events of this incident), incorporated all of the ICE PBNDS 2011 minimum standards and several optimal standards as well. PBNDS 2011 requires that (b)(7)(E) (b)(7)(E) Please see the attached Exhibit B. The Laredo Port of Entry area where the transport vehicle stopped on June 16, 2017 at Laredo, TX is not a secure area. This has been confirmed by a physical site visit performed by ICE/ERO Houston Field Office personnel. (b)(7)(E) (b)(7)(E)

During a meeting held on Monday, June 19, 2017 attended by DFOD (b)(6),(b)(7)(C) AFOD (b)(6),(b)(7)(C) Houston ERO Contracting Officer's Representative (COR) (b)(6),(b)(7)(C) TransCor President Curtiss Sullivan and CoreCivic Warden (b)(6),(b)(7)(C) it was divulged by Mr. (b)(6),(b)(7)(C) that the TransCor transportation staff from the Houston CDF have not been (b)(7)(E) (b)(7)(E) (b)(7)(E) It was the ICE/ERO personnel's understand at the meeting that this has been TransCor's policy for a lengthy period of time, possibly years. This was the very first time for ICE/ERO to hear the TransCor transportation policy.

Result: In accordance with the contract's Quality Assurance Surveillance Plan (QASP) failure to meet performance standards allows ICE to deduct or withhold monies from the monthly invoices until the Contracting Officer determines there is full compliance with the standard or section in violation. Specifically, portions of the monthly invoice may be withheld until such time as the corrective action is competed, or a deduction may be taken. Please see attached Exhibit C.

The transportation guards not being (b)(7)(E) as described above is a violation of the contract requirements for both the PWS and the PBNDS standards. This has been determined to be a significant event and thus worthy of a deduction, rather than a withholding. The applicable QASP performance standard, as stated above, is Safety (Transportation by Land) equating to up to a 15% deduction of the monthly invoices. Due to the serious and continuous nature of this violation, ICE has determined that the full 15% deduction shall be made for each monthly invoice amount for transportation. In order not to be unduly punitive, and as ICE cannot determine for

exactly how long the transportation officers have been unarmed in violation of contract requirements, the deduction will only be made for the period of . As most of these invoices have already been paid, the deductions will occur in the on-going invoices for the performance of Task Order HSCEDM-17-J-00020. Per the contract, CoreCivic's monthly flat rate transportation invoice is (b)(4) plus a typical "overage invoice, once (b)(4) has been accrued and validated". The 15% will be deducted from the (b)(4), or (b)(4) per month, equating to a new flat monthly invoice amount of (b)(4) for nine (9) months, or deducted from the "overage invoice, whichever can be reasonable negotiated between CoreCivic and ICE.

Procedure: A response from CoreCivic is due by April 27, 2018. Please provide an action plan, to include, but not limited to, the deduction amount stated above, to ensure you come into compliance with the terms of the contract.

Task Order
HSCEDM-17-J-00020

Total	20% Deduction	15% Deduction	Payment
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HOU201-03-2018-TP.OV
HOU201-04-2018-TP.OV
HOU201-04-2018 TP CLIN 9003
Total Deduction

(b)(4)

Over 8 months

May-18
Jun-18
Jul-18
Aug-18
Sep-18
Oct-18
Nov-18
Dec-18

70CDCR18FR0000065

(b)(4)

Total Deduction

Total Deduction for CDR

(b)(4)

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBNS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBNS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBNS Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBNS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBNS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

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Attachment B

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER	
Report Number:			Date:	
2. TO: (Contractor and Manager Name)			3. FROM: (Name of COTR)	
DATES				
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)				
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)				
6. TO: (COTR)			7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (One applicable [] A program procedures or new A.W. procedures.)				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN (Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)				
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other)				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	
COTR				
CONTRACTING OFFICER				

B-1

Attachment B

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBNDS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBNDS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBNDS Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBNDS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBNDS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBNDS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBND References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

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Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

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The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

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To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

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- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

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The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

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Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBNDS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBNDS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBNDS Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBNDS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBNDS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBNDS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDs 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNDs References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER	
Report Number:			Date:	
2. TO: (Contractor and Manager Name)			3. FROM: (Name of COTR)	
DATES				
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i>				
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)				
6. TO: (COTR)			7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>				
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	
COTR				
CONTRACTING OFFICER				



UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC 20536

OFFICE OF
ACQUISITION
MANAGEMENT

October 3, 2019

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

Vice President, Partnership Development
CoreCivic
10 Burton Hills Blvd
Nashville, Tennessee 37215

Subject: Stewart - Contract Discrepancy Report CDRFY18-0004

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

This letter is written in response to your letter dated 2/6/2019 regarding the referenced Contract Discrepancy Report (CDR). We have considered the mitigating factors outlined in your letter as requested. Taking into account CoreCivic's history of detainee safety since the facility opened in 2006, and considering that CoreCivic took swift corrective action regarding the staff failures surrounding Detainee De La Rosa's suicide, we have concluded that the following deductions are appropriate:

- CDRFY18-0004 (Jimenez) 20% Deduction per detainee based on the month that the incident occurred (May 2017) Bed Day Rate (b)(4) @ 20% = (b)(4)
- CDRFY18-0004 (De La Rosa) 20% Deduction per detainee based on the month that the incident occurred (July 2018) Bed Day Rate (b)(4) @ 20% = (b)(4)

In accordance with the preceding, Immigration and Customs Enforcement will withhold these deductions against CoreCivic's monthly invoices for unsatisfactory performance documented through surveillance of CoreCivic's activities gained through the investigation.

Sincerely,

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

Contracting Officer
U.S. Immigration and Customs Enforcement

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

Phone: (b)(6),(b)(7)(C)

UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC 20536

Cc:

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



UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC 20536

OFFICE OF
ACQUISITION
MANAGEMENT

October 3, 2019

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

Vice President, Partnership Development
CoreCivic
10 Burton Hills Blvd
Nashville, Tennessee 37215

Subject: Stewart - Contract Discrepancy Report CDRFY19-0002

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

This letter is written in response to your letter dated 6/14/2019 regarding the referenced Contract Discrepancy Report (CDR). We have considered the mitigating factors outlined in your letter as requested. We have taken into account CoreCivic's prompt initiation of corrective action and the investment of (b)(4) in security improvements. The burden is on CoreCivic to bring the facility security up to QASP and PBND 2011 standards the therefor an offset is not appropriate. However, given the extensive nature of the corrective actions taken we feel that the total deduction can be reduced and thus the following deduction is appropriate:

- CDRFY19-0002 10% Deduction based on the month that the incident occurred (March 2019) Bed Day Rate Bed Day Rate (b)(4) @ 10% (b)(4)

In accordance with the preceding, Immigration and Customs Enforcement will withhold these deductions against CoreCivic's monthly invoices for unsatisfactory performance documented through surveillance of CoreCivic's activities gained through the investigation.

Sincerely,

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

Contracting Officer
U.S. Immigration and Customs Enforcement

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

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

Cc: (b)(6),(b)(7)(C)

UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC 20536

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



U.S. Immigration
and Customs
Enforcement

May 28, 2015

LaSalle Economic Development District
830 Pinehill Rd
Jena, LA 71342
President: (b)(6),(b)(7)(C)

Re: Discrepancy Report FNO-FY15-001

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

The Government has reviewed the response provided by LaSalle (GEO) and the Government offers the following explanation. Alexandria Staging Facility (ASF) could not be used as this is under 72 hour for long term detention. The detainees in question are long term detainees in proceedings which require providing access to the law library, attorneys and private consultation rooms along with visitation privileges and daily recreation yard access. We would be in direct violation of detention standards if the detainees were moved to ASF knowing these were long term cases still in proceedings along with the fact there are no accommodations for law library/attorney access, no recreation areas and visitation is not permitted. In compliance with detention standards, ICE authorized a move of detainees to an over 72 hour facility which in this case was Evangeline Parish Detention Center, another GEO operated facility with a higher bed rate of (b)(4)

The Jena facility was already running at reduced capacity with one 96 bed dorm being used for medical isolation of 18 detainees. The loss of AC/Heat resulting in the closing of the second 96 bed dorm brought the total of unavailable beds to 192 (96 + 96 = 192) reducing the overall capacity of the Jena facility to 1040 (1232 - 192 = 1040) beds. The 1040 beds were filled to capacity for the full time the second dorm was closed as confirmed in GEO's chart for LDF census on page 4 of their response. The 400 beds at ASF could not be considered as available beds since these beds are for under 72 hour occupancy and would present a major violation to detentions standards.

Detention standards required the transfer of detainees to an equally equipped facility. As such, they were transferred from the Jena facility to the Evangeline facility while others incoming detainees were diverted from ASF to other higher cost GEO facilities for the period the dorm was closed, further increasing costs to the Government. Delays in repairing the AC/Heating unit were caused by the GEO expenditure approval process; according to the Warden the repair costs quickly exceed his in-house approval authority causing additional delays while awaiting GEO corporate approval of the expenditures to repair the unit.

The cost to house the detainees at the GEO operated Evangeline facility would have been (b)(4) a cost which would not have been incurred if the 96 bed dorm were available. This cost does not include the detainees diverted from ASF to Evangeline during the period the dorm was closed, or the cost of the detainees that were not transferred back to Jena after the dorm re-opened, further increasing additional costs to the Government. However, we are only requesting recoupment of Government funds for the 96 beds at the Jena facility limited to the number of days the dorm was closed as explained below.

The total amount of recoupment requested is (b)(4). The breakout for this amount is (b)(4) for total daily beds and (b)(4) for transportation costs. The (b)(4) was derived from taking the high tier of (b)(4) and the low tier of (b)(4). Taking the difference netted a bed day rate of (b)(4). By doing so, GEO saved (b)(4) from housing the detainees at the Evangeline facility. If the government would have charged GEO the regular rate at the Evangeline Facility for housing at (b)(4) for the displaced detainees, the amount would have been (b)(4) plus the transportation charges of (b)(4) a total of recoupment amount of (b)(4).

The result of the dorm closure was a significant additional cost to the Government. Therefore; the Contracting Officer is pursuing a recoupment to direct a credit in the amount of (b)(4) on the next detention invoice submission for the LaSalle contract in lieu of the alternate amount of (b)(4).

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

Contracting Officer

CONTRACT DISCREPANCY REPORT		CONTRACT NUMBER DROIGSA-08-0030 Order Number HSCEDM-17-F-IG148	
Report Number: Joe Corley 2017-002		Date: 12-18-2017	
2. TO: Mr. (b)(6),(b)(7)(C) Warden, Joe Corley Detention Facility CC: Ms. (b)(6),(b)(7)(C) Executive Vice President CC: Honorable Craig Doyle, Montgomery County Judge		3. FROM: (b)(6),(b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 12-18-2017	CONTRACTOR RESPONSE DUE BY 12-27-2017	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) Please see attached narrative outlining found discrepancy.			
5. SIGNATURE (b)(6),(b)(7)(C)		12-18-2017	
(b)(6),(b)(7)(C) ICE		(b)(6),(b)(7)(C) - GEO	
6. CONTRACTOR RESPONSE TO DISCREPANCY, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.) SEE Attached			
8. REPRESENTATIVE (b)(6),(b)(7)(C)		10. DATE 12-21-17	
11. CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary) ACCEPTABLE RESPONSE			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.) No Further Action			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR	(b)(6),(b)(7)(C)		1/24/2018
CONTRACTING OFFICER			

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER 70CDCR18DIG000013 Order Number 70CDCR18FIGR00319	
Report Number: 2019-001		Date: 3/28/2019	
Mr. (b)(6),(b)(7)(C) Warden, Joe Corley Detention Facility CC: Ms. (b)(6),(b)(7)(C) Executive Vice President CC: Honorable Craig Doyle, Montgomery County Judge		3. FROM: (b)(6),(b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 3/28/2019	CONTRACTOR RESPONSE DUE BY 4/12/2019	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) Montgomery County's contractor GEO at the Joe Corley Processing Center (JCPC) failed to meet the terms of the contract regarding staffing. The ICE on-site Contracting Officer's Representatives (COR) as well as the ICE Health Services Corp (IHSC) have been on-site over the past several months and reviewed the current actual staff shortage situations versus the contract. Please see the attached outlined discrepancies			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (b)(6),(b)(7)(C) 3.28.2019			
6. TO: (COTR)			
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

The following contract terms were violated by GEO from commencement of the contract, September 1, 2018 through and as of March 25, 2019:

Intergovernmental Service Agreement (IGSA) Article 2. General, D. Staffing: "Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan, notwithstanding the requirement of maintaining monthly minimum staffing levels of 95%. Each month, the contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted."

As of March 25, 2019 the overall PSU Preliminary Cleared Staffing Level versus the Contract Staffing Plan is:

Authorized Staff in Contract per Staffing Plan: (b)(7)(E)
Current Vacant per PSU Clearances: (b)(7)(E)

The following PBNDS2011 sections were violated by GEO:

V. Expected Practices

A. General

Every facility shall directly or contractually provide its detainee population with the following:

1. Initial medical, mental health and dental screening;
2. Medically necessary and appropriate medical, dental and mental health care and pharmaceutical services;
3. Comprehensive, routine and preventive health care, as medically indicated;
4. Emergency care;
5. Specialty health care;
6. Timely responses to medical complaints; and

V. Expected Practices

S. Sick Call

Each facility shall have a sick call procedure that allows detainees the unrestricted opportunity to freely request health care services (including mental health and dental services) provided by a physician or other qualified medical staff in a clinical setting. This procedure shall include:

1. Clearly written policies and procedures;
2. Sick call process shall be communicated in writing and verbally to detainees during their orientation;
3. Regularly scheduled "sick call" times shall be established and communicated to detainees;
4. An established procedure shall be in place at all facilities to ensure that all sick call requests are received and triaged by appropriate medical personnel within 24

hours after a detainee submits the request. All written sick call requests shall be date and time stamped and filed in the detainee's medical record. Medical personnel shall review the request slips and determine when the detainee shall be seen based on acuity of the problem. In an urgent situation, the housing unit officer shall notify medical personnel immediately.

The Contract Staffing Plan as of March 22, 2019 Nursing Staff was at 58%
(b)(7)(E) Per IHSC on March 22, 2019:

Critical Staffing

- Only (b)(7)(E) to complete 24/7 coverage of nursing workload for a population of 1427 currently, 929 being ICE detainees per JCDF HSA.
- Not sufficient nurses on shift to handle daily shift workloads (intake, health assessments, daily triage of sick call requests, daily sick call clinic, medical observation management, urgent care walk ins, medical emergencies, insulin mediations, and etc.) Severe Noncompliance of the Sick Call Process—not able to review or triage sick call requests within 24 hours of the date requested by the detainee, not able to collect the requests daily, not able to conduct a face to face encounter within 24 hours of receipt by health staff in a clinical setting (PBNDS 2011, NCCHC 2018):
- As of 03/21/2019 of the sick calls that have been triaged and logged for March, 116 remain unseen (some by now have left the facility) that date back as far as 03/08/2019.
- As of 03/21/2019 there remains 114 sick call requests that have not been reviewed, triaged, or stamped received, and also not seen that date back as far as 03/11/2019.
- Of the (b)(7)(E) on shift yesterday, none had access to retrieve or print electronic sick call requests that were submitted via tablet so besides the above 230 unseen sick calls, there potentially is more.
- Nurses are not always able to collect written sick call requests daily and as above, not all nurses have access to print the electronic requests daily.

Being behind on >200 sick call requests (todays have not been counted) creates a high risk environment for a negative outcome such as detainee medical/mental health decompensation or even death. Sick call is the pulse of the wellness of the detainees in a facility and is the main vein that allows medical staff to prevent health emergencies through treatment and maintain infectious disease control. In review of many of the unseen request there were many request for mental health and those with possible mumps symptoms. Currently JCDF has 2 confirmed mumps cases.

Additional Concerns/Observations

- Three complaints investigated over the last thirty days were centered around not getting requested medical/dental services.
- A medical emergency was sent by GEO van to the hospital rather than by 911.
- Three grievances were found dated 03/10/2019, 03/17/2019/ and 03/18/2019. One of which is already out of compliance for the PBNDS 2011 standards by not being reviewed within 5 days and the other two will be soon. Two of the grievances are related to lack of receiving desired medical services (1 for mental health and the other for asthma inhaler & other meds, back brace, and ankle brace).

- Many of the sick call request are related to running out of KOP medications & needing refills for chronic conditions such as asthma, high blood pressure, and diabetes; increasing the risk for health decompensation, medical emergency, or death.
- Suicide risk increases when mental health needs are not being met.
- (b)(7)(E) vacancies have existed for more than 6 months as follows: 1st July 17, 2018; 2nd August 10, 2018; and the 3rd September 01, 2018 (added contract position).

Due to these outlined base contract and PBNDS2011 violations, detainee intake at the Joe Corley Processing Center has been halted and therefore Houston AOR operations critically crippled.

CONTRACT DISCREPANCY REPORT		CONTRACT NUMBER 70CDCR18DIG000013 Order Number 70CDCR18FIGR00319	
Report Number: 2019-002		Date August 2, 2019	
2. TO: Mr. (b)(6),(b)(7)(C) Facility Administrator, Joe Corley Processing Center CC: Ms. (b)(6),(b)(7)(C) Executive Vice President CC: Honorable Craig Doyle, Montgomery County Judge		3. FROM: (b)(6),(b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION August 2, 2019	CONTRACTOR RESPONSE DUE BY: August 16, 2019	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i> Montgomery County's contractor, GEO, at the Joe Corley Processing Center (JCPC) is in violation of Article 4 "Receiving and Discharging Detainees" of the IGSA between the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement Office of Enforcement and Removal Operations and Montgomery County, Texas. In addition, the contractor is in violation of the Performance Based National Detention Standards (PBNDS) 2011 for 4.3 Medical Care and 2.6 Hold Rooms in Detention Facilities. Please see attached outlined discrepancy.			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CO		(b)(6),(b)(7)(C) 8-2-2019	
6. TO: (COTR)		7. FROM:	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

On June 26, 2019, ICE staff received a telephone call (source wished to remain anonymous), stating while detained at JCPC, she and approximately 9 females were held on the recreation yard for approximately 8 hours. The caller also alleges, they were provided soiled uniforms and were forced to lay on the concrete and were not provided meaningful access to running water. The caller provided a first name of another detainee also there and who had experienced complications with asthma while staged on the recreation yard. Based on the anonymous telephone call, ICE staff investigated and determined the "first name detainee" was still in ICE custody at JCPC, therefore an interview was conducted with said detainee on June 26, 2019. During the interview the "first name detainee" provided a mirrored account of the details stated telephonically by the anonymous caller to ICE staff.

Based on the fact finding since the anonymous telephone call, ICE has determined GEO staged both male and female ICE detainees on an outdoor recreation yard in excess of 8 hours on both evenings of June 21 and June 25, 2019.

According to statements provided by GEO staff, on June 21, 2019 ICE male detainees were fed a sack meal, provided one (1) bottle of water, a blanket and placed on the recreation yard at approximately 2204 hours and female detainees placed on another recreation yard at 2305 hours. The detainees remained on the recreation yard until early morning June 22, 2019, when they were escorted individually as medical was available to see each of them, per GEO staff. The temperature on the night of June 21, 2019 through the morning of June 22, 2019 was between 82-88 degrees and humidity level of 78%-86% with a feel like temperature of 88 degrees to 110 degrees. (b)(7)(E) the detainees were not provided a mattress and were sleeping on the concrete slab of the recreation yard.

The following Article of the IGSA was violated by GEO by the Intake Department not being staffed 24 hours a day.

"The Service Provider shall furnish receiving and discharging services twenty (24) hours per day, seven (7) days per week."

GEO JCPC Intake Department has provided the following shift schedule.

(b)(7)(E)

The following ICE Performance Based National Detention Standards were violated by GEO by not conducting medical screening of new arrivals within 12 hours of arrival.

4.3 Medical Care

Section J. Medical and Mental Health Screening of New Arrivals

"Within 12 hours of arrival, all detainees shall receive, by a health care provider or a specially trained detention officer, an initial medical, dental and mental health screening and be asked for information regarding any known acute or emergent medical conditions. Any detainee responding in the affirmative shall be sent for evaluation to a

qualified, licensed health care provider as quickly as possible, but in no later than two working days. For intrasystem transfers, a qualified health care professional will review each incoming detainee's health record or health summary within 12 hours of arrival, to ensure continuity of care."

According to verbal and written statements provided by GEO staff, detainees were "staged" on the recreation yard until GEO medical staff could perform a medical screening. ICE detainees arrived to JCPC at approximately 1915 hours and according to (b)(7)(E) were pulled at approximately 0717 hours to be moved to the medical department. Detainees were then taken to the medical waiting area still awaiting a medical screening. This indicates the contractor is in violation of the 12-hour standard, which is also part of the contract.

2.6 Hold Rooms in Detention Facilities

Section I. Purpose and Scope

"This detention standard ensures the safety, security, and comfort of detainees temporarily held in the hold rooms while awaiting further processing. An individual may not be confined in a facility's hold room for more than 12 hours."

"Hold rooms are used for detention of individuals awaiting removal, transfer, EOIR hearings, medical treatment intra-facility movement, or other processing into or out of a facility. "

GEO intake staff utilized a recreation yard as a hold room for ICE detainees awaiting a medical screening. Such placement clearly violates ICE PBNDS2011 in that a recreation yard does not qualify for as a hold room in standards set forth by PBNDS2011.

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER 70CDCR18DIG000013 Order Number 70CDCR18FIGR00319	
Report Number: 2019-003		Date: August 2, 2019	
Mr. (b)(6), (b)(7)(C) Facility Administrator, Joe Corley Processing Center CC: Ms. (b)(6), (b)(7)(C) Executive Vice President CC: Honorable Craig Doyle, Montgomery County Judge		3. FROM: (b)(6), (b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION August 2, 2019	CONTRACTOR RESPONSE DUE BY August 16, 2019	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) Montgomery County's contractor GEO at the Joe Corley Processing Center (JCPC) is in violation the Performance Based National Detention Standards (PBNDS) 2011 for 2.5 Funds and Personal Property. On April 05, 2019, a detainee was placed on suicide watch and staff did not secure his property until the following day. There is no evidence the staff inventoried the items. On April 13, 2019, GEO staff discovered additional property items belonging to the detainee in his housing area. Those items were not inventoried or placed in a secure area. On April 15, 2019, ICE staff conducting staff detainee communication discovered the items in a box near the officer's desk for trash pick-up. Furthermore, when the detainee was released from ICE custody, staff did not return his property items. The property issue has been previously brought to the attention of the facility. Corrective Actions has been implemented by GEO facility administrators, however, it is not being followed by facility staff. Please see attached outlined discrepancy.			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (b)(6), (b)(7)(C) 8-2-2019			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

The following Performance Based National Detention Standards 2011 were violated on April 05, 2019, April 13, 2019, and April 15, 2019 by GEO staff.

2.5 Funds and Personal Property

II. Expected Outcome

The expected outcomes of this detention standard are as follows (specific requirements are defined in "V. Expected Practices"):

- 2. Each detainee's funds, valuable, baggage and personal property shall be inventoried, receipted, stored, and safeguarded for the duration of their detention.**

V. Expected Practices

A. General

All detention facilities are required to have written policies and procedures to:

- 3. inventory and receipt detainee baggage and personal property (other than funds, valuables and personal property;**
- 4. inventory and audit detainee funds, valuables and personal property.**
- 5. return funds, valuables and personal property to detainees being transferred or released and**

The following email notification of suicide watch placement was sent by GEO Licensed Clinical Social Worker on April 05, 2019.

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

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

ICE COR's then requested copies of log sheets (Supervisor's Office & Major's Lock Box) and a receipt indicating the property was returned to the detainee on or about April 13, 2019. The following response was received.

Mam, I do not have the copy of the form where the detainee signed when he received his initial property back. I have attached the log sheets requested. Lt. (b)(6), (b)(7)(C) told me he returned the detainees property to him on 4/13.19 but on the log it shows 4/8/19.

ICE staff contacted the detainee to verify what property he received upon release. The detainee states he only received bulk items that were held in property room and none of the on-person personal effects he held prior to suicide watch placement. ICE staff then gathered the remaining personal effects and instructed the contractor to deliver to the detainee.

The non-compliance property issue has been brought to the attention of the facility administrators on numerous occasions. A similar issue was discovered on December 03, 2018 in which facility staff misplaced a detainee's property and legal paperwork when

placed on suicide watch. Those items were never found. The facility administrators issued the following corrective action.

Joe Corley Processing Center's New Process for handling ICE/USMS detainee's property when they are placed on suicide watch at any time or transported to the hospital after hours.

The ICE/USMS detainee's property will be immediately packed up, inventoried and placed into a green mesh bag. The property will then be properly tagged with the detainee's name and identification number. The supervisor in charge will ensure the property is logged in on the Temporary Property holding log sheet by the officer inventorying the property. The supervisor will initial the log sheet and the property will be placed in the Major's Office Property lockbox for holding until the ICE/ USMS detainee is allowed to receive the property. The Supervisor placing the property in the Major's Office lockbox will log on the Major Office Property lockbox log the detainee's information and indicate which lockbox the property was placed #1 thru #6. When a detainees property is stored in more than one lockbox it will be documented on the log. Upon the property being returned to the detainee an officer will log return date and name and a supervisor will initial.

The correction plan was implemented however, staff failed to adhere to the procedure.

CONTRACT DISCREPANCY REPORT		CONTRACT NUMBER DROIGSA-08-0030 Order Number HSCEDM-16-F-IG222	
Report Number: Joe Corley 2017-001		Date: 5-24-2017	
2. TO: Mr. (b)(6),(b)(7)(C) Warden, Joe Corley Detention Facility CC: Ms. (b)(6),(b)(7)(C) Executive Vice President CC: Mr. Alan Sadler, County Judge, Montgomery County		3. FROM: (b)(6),(b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 5-24-2017	CONTRACTOR RESPONSE DUE BY 6-9-2017	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i> Please see attached narrative outlining found discrepancy.			
5. SIG (b)(6),(b)(7)(C)		SENTATIVE (COTR) 5/24/2017	
6. TO:		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Attached to Contract Discrepancy Report # Joe Corley 2017-001 – page 2
May 24, 2017

On May 22, 2017, at approximately 2200 hours, ICE/ERO Houston was notified of an alleged SAAP/PI/PREA incident that occurred at the Joe Corley Detention Facility in Conroe, Texas. During the course of the preliminary investigation it was found that the alleged victim, who had been properly classified as "Medium-Low", was being housed with detainees classified as "High" in dorm (b)(6),(b)(7)(C)

This is in violation of PBNDS 2011 Section 2.2(V)(G) which states:

Ordinarily, detainees in different custody classification levels are housed separately. When it becomes necessary to house detainees of different classification levels in the same housing unit, the following guidelines shall apply:

1. High custody detainees may not be housed with low custody detainees.
2. Low custody detainees and medium-low custody detainees may be housed together, and medium-high custody detainees and high custody detainees may be housed together:
3. Medium-low custody detainees are those with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
4. Medium-high and high custody detainees are those with a history of violent or assaultive charges, convictions, institutional misconduct, or those with a gang affiliation
5. Under no circumstance may a medium custody detainee with a history of assaultive or combative behavior be placed in a low custody housing unit.

CONTRACT DISCREPANCY REPORT		CONTRACT NUMBER DRO18A-08-0030 Order Number HSCEDM-16-F-IG222	
Report Number: Joe Corley 2017-001		Date: 5-24-2017	
2. TO: Mr. (b)(6),(b)(7)(C) Warden, Joe Corley Detention Facility CC: Ms. (b)(6),(b)(7)(C) Executive Vice President CC: Honorable Craig Doyle, Montgomery County Judge		3. FROM: (b)(6),(b)(7)(C) Contracting Officer's Representative DHS-ICE-ERO Houston Field Office	
DATES			
CONTRACTOR NOTIFICATION 5-24-2017	CONTRACTOR RESPONSE DUE BY 6-9-2017	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) Please see attached narrative outlining found discrepancy.			
5. (b)(6),(b)(7)(C)		6. REPRESENTATIVE (COTR) COP 5/24/2017	
7. (b)(6),(b)(7)(C)		8. FROM: (Contractor)	
9. CONTINUATION SHEET IF NECESSARY. (Cite applicable G.A. program procedures or new A.W. procedures.) SEE Attached			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE (b)(6),(b)(7)(C)		10. DATE 5-30-17	
11. CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial resolution or response plan required. Attach continuation sheet if necessary.) ACCEPTABLE RESPONSE.			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.) No further Action.			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR	(b)(6),(b)(7)(C)		6/2/2017
CONTRACTING OFFICER			

Attached to Contract Discrepancy Report # Joe Corley 2017-001 – page 2
May 24, 2017

On May 22, 2017, at approximately 2200 hours, ICE/ERO Houston was notified of an alleged SAAP/PREA incident that occurred at the Joe Corley Detention Facility in Conroe, Texas. During the course of the preliminary investigation it was found that the alleged victim, who had been properly classified as "Medium-Low", was being housed with detainees classified as "High" in dorm (b)(6),(b)(7)(C)

This is in violation of PBNDS 2011 Section 2.2(V)(G) which states:

Ordinarily, detainees in different custody classification levels are housed separately. When it becomes necessary to house detainees of different classification levels in the same housing unit, the following guidelines shall apply:

1. High custody detainees may not be housed with low custody detainees.
2. Low custody detainees and medium-low custody detainees may be housed together, and medium-high custody detainees and high custody detainees may be housed together.

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



Quality Assurance Surveillance Plan
Detention Services
Seattle Area Contract Detention Facility

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QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBNS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBNS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBNS Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBNS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBNS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNS References: Part 7 --ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference to PWS Directive: Attach continuation sheet if necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cue applicable Q A program procedures or new A W procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

B-1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

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To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

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7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBND References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBND References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBND Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBND References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBND References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBND References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBND References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER	
Report Number:			Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)		
DATES				
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i>				
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)				
6. TO: (COTR)		7. FROM: (Contractor)		
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>				
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	
COTR				
CONTRACTING OFFICER				

ATTACHMENT I
QUALITY ASSURANCE SURVEILLANCE PLAN
for the
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF DETENTION AND REMOVAL (DRO)

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the service provider, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The service provider's QCP, upon approval by the Government, will be made a part of the resultant agreement.

This QASP is designed to provide an effective surveillance method to monitor the service provider's performance relative to the requirements listed in the agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the premise the Government must validate that the service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment 1): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the service provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the DRO ICE NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The service provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN:

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the service provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records

- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

The Government will inspect the service provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the DRO standard will be used.

5.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 3) or ad-hoc.

5.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the service provider's QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also

immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

5.3 Review of Documentation: The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the service provider's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

5.4 Interviews and Other Feedback: The COTR will interview key members of the service provider's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the service provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the service provider at least 30 calendar days in advance of implementation of the new standard(s). If the service provider is not provided with the notification, adjustment to the new standard must be made within 30 calendar days after notification. If any change affects pricing, the service provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the service provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the service provider to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the service provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the service provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the service provider's monthly invoice as prescribed in Attachment 1

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the service provider's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

8. NOTIFICATIONS

- (a) Based on the inspection of the service provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the service provider must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities,

group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the service provider terminates the agreement, those funds will not be released. The service provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the service provider is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE/MEMBER OF PUBLIC COMPLAINTS:

The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

10. ATTACHMENTS

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report
- 3 Performance Monitoring Tool

Attachment 1
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Administration and Management (10%) (Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)	Accommodations for the Disabled, 4-ALDF-6B- 04, 4-ALDF-6B-07	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • Review of service provider's quality control program monitoring reports • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Contractor Quality Control/ Assurance Program (Contract) 4- ALDF-7D-02				
	<u>Admission and Release/Orientation</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf)				
	<u>Detainee Records/ Detention Files</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/DetentFiles.pdf)				
	<u>Detainee Handbook</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf)				
	<u>Internal Inspections and/or Reviews/ Detention Management & Control Program</u> (ICE Standard)				
	<u>Funds & Personal Property</u> (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf)				
	Policy Development and Monitoring 4-ALDF- 7D-06				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution)	Communicable Disease 4-ALDF-4C-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Detainee Hunger Strikes</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf				
	Experimental Research 4-ALDF-4D-18				
	<u>Medical, Dental, and Mental Health Appraisals/Medical Care</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf				
	<u>Suicide Prevention</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/suicide.pdf				
	<u>Terminal Illness, Advanced Directives and Death</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Security and Control (25%) (Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)	Detainee Searches 4-ALDF-2C-01-06 <u>Detainee Accountability & Supervision / Population Counts</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs • Review of service provider's quality control program monitoring reports and output data	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) A rating of Deficient on any three of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Use of Force</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/useoffor.pdf				
	<u>Detainee Transfers</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf				
	<u>Tool and Equipment Control</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/teolcm.pdf				
	Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14 <u>Detainee Discipline</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf				
	<u>Special Management Unit- Administrative Segregation</u> (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/smu_adm.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Security and Control (Continued)	Special Management Unit-Disciplinary Segregation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf)				
	Contingency/Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/emccep.pdf)				
	Hold Rooms in Detention Facilities (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf)				
	Control of Contraband (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/contr.pdf)				
	Post Orders (ICE Standard)(http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf)				
	Permanent Logs 4- ALDF-2A-11				
	Security Features (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf)				
	Security Inspections and/or Reviews (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/secunsp.pdf)				
	Sexual Assault 4-ALDF- 4D-22-8				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Security and Control	<u>Transportation (Land Transportation) (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/transp.pdf)				
	<u>Weapons Control 4- ALDF-2B-04, 4-ALDF- 2B-08, 4-ALDF-7B-14</u>				

(Continued)

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees)	<u>Environmental Health & Safety (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/envirom.pdf)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic review in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Food Service Standards (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/FoodService.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Staff and Detainee Communication (2.5%) (Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)	<u>Detainee Grievances (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10				
	<u>Staff Detainee Communication (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/Staff-Detainee-Communication.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Safety and Sanitation (10%) (Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)	<u>Environmental Health & Safety (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/enviro.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Clothing and Bedding (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Services and Programs (10%) (Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)	<u>Access to Legal Material (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Classification, Review and Housing (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf				
	<u>Detainee Mail & Correspondence (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf				
	<u>Group Legal Representation (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/erpicg.pdf				
	<u>Marriage Requests (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf				
	<u>Non-Medical Emergency Escorted Trips (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/escor.pdf				
	<u>Recreation (ICE Standard)</u> http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Services and Programs (Continued)	Religious Practices (ICE Standard) (http://www.ice.gov/docu/b/partners/dro/opsmanual/cloth.pdf)				
	Telephone Access (ICE Standard) (http://www.ice.gov/docu/b/partners/dro/opsmanual/teleacc.pdf)				
	Voluntary Work Program (ICE Standard) (http://www.ice.gov/docu/b/partners/dro/opsmanual/work.pdf)				
	Visitation Privileges (ICE Standard) (http://www.ice.gov/docu/b/partners/dro/opsmanual/visit.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Workforce Integrity (15%) (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/ certification and adequacy of systems to report and address staff misconduct)	Staff Background and Reference Checks (Contract) 4-ALDF-7B- 03	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Staff Misconduct 4- ALDF-7B-01				
	Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14				
	Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4- ALDF-7B-05, 4-ALDF- 7B-08				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Detainee Discrimination (2.5%) (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)	Discrimination Prevention 4-ALDF-6B-02-03	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR.	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

**Attachment 2
Contract Discrepancy Report**

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY (Cite applicable Q A program procedures or new A W procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other)			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

ATTACHMENT 3 – Performance Monitoring Tool

Detention and Removal Operations

Performance Monitoring Tool

Facility Name:

Month/Year:



U.S. Immigration
and Customs
Enforcement

Frequency				DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	M						
				1. Admission and Release			
				A. ICE information is available for initial classification			
				B. Medical screening taking place within timeframes			
				C. Inventory detainee personal effects			
				D. Detainee funds accountability in place for admin/release			
				E. All visual searches documented and are not routine in procedure			
				F. Appropriate clothing and bedding issued			
				G. Orientation material in English, Spanish or most prevalent second language			
				2. Detainee Classification System			
				A. All detainees classified appropriately upon arrival			
				B. Reassessment and reclassification process in place			
				C. Housing assignments are based upon classification			
				D. Work assignments are based upon classification system			
				E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
				3. Contraband			
				A. Policy in place for handling contraband			
				B. Contraband disposed of properly and documented			
				C. Facility staff make a concerted effort to control contraband			

D	M		DETENTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			4. Correspondence and Other Mail			
			A. Incoming mail screened and delivered daily			
			B. Outgoing mail screened for contraband			
			C. Legal mail opened in front of detainee			
			D. Incoming funds processed properly			
			E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
			F. Facility has a system for detainees to purchase stamps			
			G. SMU has same correspondence privileges as general population			
			5. Detainee Handbook			
			A. Staff aware of handbook contents and follow procedures			
			B. Available in both English and Spanish and/or second most prevalent language			
			C. Handbook is updated as necessary			
			D. Orientation material available to illiterate detainees			
			6. Detention Files			
			A. Detention file created for each new arrival			
			B. Detention files contain documents generated during custody			
			C. Detention files maintained in a secure area			
			7. Disciplinary Policy			
			A. Rules of conduct/sanctions provided in writing			
			B. Incident reports investigated within 24 hours			
			C. Disciplinary panel adjudicate infractions			
			D. Disciplinary sanctions are in accordance with standards			
			E. Staff representation available			

D	M		DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
			8. Emergency Plans			
			A. Staff trained			
			B. Written plans			
			C. Evacuation routes primary and secondary			
			D. A complete set of emergency plans is available			
			E. Staff work stoppage plan is available			
			9. Environmental Health and Safety			
			A. System for storing/issuing/maintaining hazardous materials			
			B. Complete inventories of hazardous materials maintained			
			C. A complete list of MSDS readily accessible to staff and detainees			
			D. Fire prevention/control/evacuation plan			
			E. Conduct fire/evacuation drills according to schedule/standard			
			F. Staff trained to prevent contact with blood and bodily fluids			
			G. Emergency generators are tested bi-weekly			
			H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
			I. Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
			J. Facility appears clean and well maintained			
			K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

B	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			10. Non-Medical Emergency Escorted Trips			
			A. The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
			11. Security Inspections			
			A. Staff are required to conduct security check of assigned areas			
			B. All visitors officially recorded in a visitor log book			
			C. Front entrance staff inspect ID of everyone entering/exiting			
			D. Maintain a log of all incoming and departing vehicles			
			E. Housing unit searches occur at irregular times			
			F. Area searches documented in log book			
			G. Daily/Monthly fence checks completed and logged			
			H. Facility administrator or designee and department heads visit housing units and activity areas weekly			
			I. Officers monitor all vehicular traffic entering and leaving the facility			
			J. The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
			K. Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
			L. Daily procedures include: (b)(7)(E) physical checks of the perimeter fence; documenting the results			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			M.	Tools being taken into the secure area of the facility are inspected and inventoried			
				12. Food Service			
			A.	Appropriate security measures for sharps are in place			
			B.	Appropriate food temperatures are maintained for both hot and cold food			
			C.	Food Service department maintained at a high level of sanitation			
			D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
			E.	A minimum of two hot meals served daily			
			F.	Facility has a standard 35 day cycle menu			
			G.	A registered dietician conducts nutritional analysis			
			H.	All menu changes documented			
			I.	Common fare menu for authorized detainees			
			J.	Weekly inspections conducted and documented			
				13. Funds and Personal Property			
			A.	Inventory personal property/funds is maintained			
			B.	Funds/valuables documented on receipt			
			C.	Detainees property searched for contraband			
			D.	Staff forward arriving detainees medication to medical staff			
			E.	Detainee funds are deposited into the cash box			
			F.	Staff secure every container used to store property with a tamper-proof numbered strap			
			G.	Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			

D	W	M		DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
				14. Detainee Grievance Procedures			
			A.	Grievance procedures in place			
				Staff awareness of procedures for emergency			
			B.	grievances			
			C.	Grievance log is utilized			
				Staff forward any grievances alleging staff misconduct			
			D.	to ICE			
				Informal resolution to a detainee grievance			
			E.	documented in detention file			
				15. Hold Rooms in Detention Facilities			
			A.	Detainees are not held in hold rooms longer than 12 hours			
			B.	All detainees pat searched prior to placement in hold room			
			C.	Maintain detention log for each detainee in hold room			
			D.	Written evacuation plan posted for each hold room			
			E.	Hold rooms contain sufficient seating for the number of detainees held			
			F.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
			G.	Male and females are segregated from each other at all times			
			H.	Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
			I.	Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored ^{(b) (7)(E)} minutes			
				16. Hunger Strikes			
			A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B. Staff receive training in identification of hunger strike			
				C. Process for determining reason for hunger strike			
				17. Key and Lock Control			
				A. Maintain inventories of all keys/locks/locking devices			
				B. Emergency keys are available for all areas of the facility			
				C. Chit system used to issue security equip./keys/radios			
				D. Policy regarding restricted keys present and followed by staff			
				E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F. Locks and locking devices are continually inspected, maintained, and inventoried			
				18. Access to Legal Material			
				A. Adequate equipment is available for detainees			
				B. Legal materials/law library current and available for detainees			
				C. Detainee access provided to include SMU			
				D. Denials documented			
				E. Schedule for use implemented 5 hours weekly per detainee			
				F. Access to legal material within 24 hours of written request			
				G. Indigent detainees provided free stamps/envelopes for legal matters			
				19. Group Presentations on Legal Rights			
				H. ICE/DRO approved videos played for all incoming detainees			
				I. Posters announcing presentation appear in common areas at least 48 hours prior to presentation			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			J.	Detainees in SMU receive separate presentation			
			K.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			
				20. Marriage Requests			
			A.	Marriage written requests approved by FOD			
				21. Medical Care			
			A.	Intake process includes medical and mental health screening			
			B.	Sick call procedures established			
			C.	Adequate medical staff available proportionate to population			
			D.	Pharmaceuticals stored in a secure area			
			E.	All detainees receive physical examination/assessment within 14 days of arrival			
			F.	Sick call slips available in English, Spanish and/or most prevalent second language			
			G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
			H.	Medical records are available and transferred with the detainee			
			I.	Records are maintained of medication distribution			
			J.	All sharps are under strict control and accountability			
			K.	A sharps container is used to dispose of used sharps			
			L.	The medical department is maintained at a high level of sanitation			
				22. Issuance and Exchange of Clothing, Bedding, and Towels			
			A.	Clothing provided upon intake and exchanged weekly			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E. Showers operate between 100 degrees and 120 degrees			
				F. Showers meet ADA standards and requirements			
				G. Food Service detainee volunteers exchange garments daily			
				23. Population Counts			
				Staff conduct formal count (b)(7)(E)			
			A. (b)(7)(E)	(b)(7)(E)			
			(b)(7)(E)	participate in count for each area			
				C. Recount conducted when incorrect count is reported			
				D. Face to photo count conducted as necessary			
				E. Each detainee positively identified during count			
				24. Post Orders			
				A. Every post has a post order, current & signed by the facility administrator			
				B. Housing unit officers record all detainee activity in a log			
				C. Supervisor visits each housing area (b)(7)(E) per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E. (b)(7)(E)			

D	W	M		DETENTION STANDARDS	Rating A/B/R	Corrective Action Required / Comments	Due Date
				25. Recreation			
				A. Outdoor/indoor recreation is provided			
				B. Access to recreation activities 1 hour x 5 days			
				C. Staff conduct daily searches of recreation areas			
				D. In unit sedentary activities are available			
				26. Religious Practices			
				A. Detainees are allowed to engage in religious services			
				B. Authorized religious items are allowed in detainee possession			
				27. Special Management Unit (Administrative Segregation)			
				A. Written order accompany detainee placed in SMU			
			(b) (7)(E)	SMU reviews are conducted in a timely manner			
				C. Detainees in SMU have access to legal materials			
				D. Detainees in SMU retain visiting privileges			
				E. Maintain a permanent log regarding detainee related activities			
				F. SMU phone access same as general pop unless exception is made			
				G. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				H. The facility administrator (or designee) visits each SMU daily			
				I. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				K. When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division			
				28. Special Management Unit (Disciplinary Segregation)			
				A. Written order accompany detainee placed in SMU			
			(b) (7)(E)	SMU reviews are conducted in a timely manner			
				C. Admin SMU detainees enjoy same privileges as gen pop			
				D. Detainees in SMU have access to legal materials			
				E. Detainees in SMU retain visiting privileges			
				F. Maintain a permanent log regarding detainee related activities			
				G. Written order accompany detainee placed in disciplinary SMU			
				H. Detainees in disciplinary SMU have access to legal materials			
				I. Detainees in disciplinary SMU retain visiting privileges			
				J. Disciplinary SMU phone access limited to legal/consular calls			
				K. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				L. The facility administrator (or designee) visits each SMU daily			
				M. A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N. Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				29. Staff-Detainee Communication			
				A. Housing unit rounds conducted daily by security staff			
				B. Housing unit rounds conducted daily by Deportation Staff			
				C. Detainee requests answered within 72 hours			
				D. ICE SDC visit schedules are posted in housing unit			
				E. Request forms are available to detainees			
				F. There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis			
				G. Unannounced ICE staff housing unit visits occur weekly			
				H. Visiting staff observe, document and communicate current climate and conditions of confinement			
				30. Suicide Prevention and Intervention			
				A. The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B. Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
				C. The facility has a designated and approved isolation room for evaluation and treatment			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				D. Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
				31. Telephone Access			
				A. Upon intake, detainees are made aware of phone policies			
				B. Out of order phones reported to service provider			
				C. Telephones inspected regularly by staff			
				D. Telephone access rules posted in each housing unit			
				E. The number for the ICE OIG is posted in housing units			
				F. The pro bono list is posted in housing units			
				G. Emergency phone call messages delivered to detainees			
				H. Special access calls are available to detainees			
				I. Notification of telephone monitoring posted by unit phones			
				32. Terminal Illness, Advanced Directives, and Death			
				A. Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B. The facility has written plans for addressing organ donations			
				C. There is a policy addressing Do Not Resuscitate Orders			
				D. The facility has written procedures detailing the proper notifications			
				33. Tool Control			
				A. Tool inventories conducted as specified			
				B. Tools marked and readily identifiable			
				C. Procedures for issuance of tools to staff and detainees			
				D. Inventory made of all tools by contractors prior to enter and exit			

D	W	M		DEFENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
			F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
			G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
			H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
				34. Detainee Transfer			
			A.	Detainee provided with detainee transfer notification form			
			B.	Health records/transfer summary accompany detainee			
			C.	Funds and personal property accompany detainee			
			D.	A-File/work folder accompany detainee			
				35. Transportation (Land Transportation)			
			A.	Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
			B.	Officers use a checklist during every vehicle inspection			
			(b) (7)(E)	Transporting officers limit (b) (7)(E) when transporting detainees			
			D.	(b)(7)(E) officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
			E.	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				Vehicles have (b)(7)(E)			
				(b)(7)(E) in accordance with the Use of Force			
			F.	standard			
			G.	Vehicles have written contingency plans on board			
				36. Use of Force			
			A.	Policy governing immediate/calculated use of force			
			B.	All use of force incidents documented and reviewed			
				(b)(7)(E) of incidents preserved/catalogued for 2 1/2			
			C.	yrs			
			D.	Detainee is seen by medical immediately after incident			
			E.	Facility subscribes to prescribed confrontation avoidance procedures			
			F.	Staff trained in use of force techniques			
				Appropriate procedures in place for using (b)(7)(E)			
			G.	(b)(7)(E)			
				Medical staff consulted prior to (b)(7)(E)			
			H.	(b)(7)(E)			
			I.	(b)(7)(E)			
				37. Visitation			
			A.	Written visitation schedule posted and accessible to the public			
			B.	General visitation log book maintained			
			C.	Visitor dress code enforced			
			D.	Legal visitation available 7 days a week			
			E.	Facility complies with visitation schedule			
			F.	Visitors are searched and identified per standards			
				Current list of Pro Bono services posted in detainee housing			
			G.				

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				38. Voluntary Work Program			
			A.	Facility has a voluntary work program			
			B.	Maintain a written chart with work assignments/classification level			
			C.	Facility complies with work hour and pay requirements for detainees			
			D.	Detainees are medically screened to participate			
			E.	Detainees receive proper training and safety equipment			
			F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			