

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 03/30/2010	2. CONTRACT NO. (If any) DROIGSA-10-0003	6. SHIP TO:	
3. ORDER NO.	4. REQUISITION/REFERENCE NO.	a. NAME OF CONSIGNEE	

5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536			b. STREET ADDRESS
c. CITY	d. STATE	e. ZIP CODE	

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR BERKS COUNTY	

b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 1287 COUNTY WELFARE RD	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input type="checkbox"/> b. DELIVERY
d. CITY LEESPORT	e. STATE PA	f. ZIP CODE 195339197

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

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA	10. REQUISITIONING OFFICE
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Various
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

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

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 150741510 Field Office POC: [REDACTED] 610-396-[REDACTED] Contracting Officer: [REDACTED] 202-732-[REDACTED] Contract Specialist: [REDACTED] Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME	DHS, ICE [REDACTED]		
b. STREET ADDRESS (or P.O. Box)	Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FOD-FPA		
c. CITY	d. STATE	e. ZIP CODE	17(i) GRAND TOTAL
Williston	VT	05495-1620	

22. UNITED STATES OF AMERICA BY (Signature)	[REDACTED]	23. NAME (Typed)	[REDACTED]
		TITLE: CONTRACTING/ORDERING OFFICER	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER 03/30/2010	CONTRACT NO. DROIGSA-10-0003	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (c)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>202-732-2583</p> <p>DROIGSA replaces order number ACB-0-H-0017. This new agreement establishes the invoicing procedures.</p> <p>All invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-FPA-INVOICES</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>[REDACTED]@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned.</p> <p>The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. Please remember that failure to remain up to date in CCR will cause no payment to be processed as well as no funding rewarded. It is the responsibility of the contractor to maintain registration in CCR.</p> <p>2. The information required with each invoice submission is as follows:</p> <p>Each invoice submitted shall contain Continued ...</p>					

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

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

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

DATE OF ORDER 03/30/2010	CONTRACT NO. DROIGSA-10-0003	ORDER NO.
-----------------------------	---------------------------------	-----------

ITEM NO. (e)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>the following information:</p> <p>a. The name and address of the facility;</p> <p>b. Invoice date and number;</p> <p>c. Agreement number, line item number and, if applicable, the Task order number;</p> <p>d. Terms of any discount for prompt payment offered;</p> <p>e. Name, title, and phone number of person to notify in event of defective invoice;</p> <p>f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)</p> <p>g. The daily rate;</p> <p>h. The total number of residential/detainee days;</p> <p>i. The name of each ICE resident/detainee;</p> <p>j. Resident□s/detainee□s A-number;</p> <p>k. Specific dates of detention for each resident/detainee;</p> <p>l. The total residential/detainee days multiplied by the daily rate;</p> <p>m. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing times and dates) and the name of the resident(s)/detainee(s) that was guarded.</p> <p>Items (a.) through (h.) must be on the cover page of each invoice. Invoices without the above information may be returned for resubmission.</p> <p>Period of Performance: 03/30/2010 to 03/29/2015</p> <p>The total amount of award [REDACTED] the obligation for this award is shown in box 17(i).</p>					

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. Admin Modification	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [redacted] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [redacted] Attn: [redacted] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY 1287 COUNTY WELFARE RD LEESPORT PA 195339197		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1507415100000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 150741510
Field Office POC: [redacted]
610-396-[redacted]
Contracting Officer: [redacted]
202-732-[redacted]
Contract Specialist: [redacted]
202-732-[redacted]

This modification incorporates the following changes to IGSA DROIGSA-10-0003. See attached for further information.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [redacted] Commissioner Chair	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [redacted]
15C. DATE SIGNED 1/31/2012	16C. DATE SIGNED 01 Feb 2012

NSN 7540-01-152-8070
Previous edition unusable

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

Attent: [redacted]
[redacted] Chief Clerk

This modification incorporates the following changes to IGSA DROIGSA-10-0003. The purpose of this modification is to capture any changes to the terms and conditions as a result of moving the Family Residential Program from the Heim Building to the CRC Building.

Changes to the IGSA.

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Residents/Detainees”. This term recognizes that ICE residents/detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The residential/detainee daily rate and fixed monthly costs are as follows:

Unaccompanied Alien Children per person/ per day rate (Berks County Youth Center)	
Monthly Fixed Costs (July 2010 – move to CRC) (Berks Family Residential Center)	
Per person/ per day rate (Berks Family Residential Center) (July 2010 – move to CRC)	
Monthly Fixed Costs Date CRC is ready for occupancy and forward) (Berks Family Residential Center)	
Per person/ per day rate (Berks Family Residential Center) (Date CRC is ready for occupancy and forward)	
Per person/per day Voluntary work rate	\$ 1.00

ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal

procurement laws, regulations and standards in arriving at the detainee day rate. The ICE Field Office will reimburse Educational Costs at the Berks County Youth Center and Berks Family Residential Center incurred by the Service Provider related to immigration detainees.

Article VII. Period of Performance

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed sixty (60) months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intentions to terminate the Agreement, 180 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X.

Article XX. Physical Plant Requirements

- A. ICE will occupy the CRC basement (consisting of shared space and programming storage) and the second and third floors. The Fourth floor (top floor) will not be occupied by ICE at this time. If another entity occupies the space at a later date, the occupants or the occupancy shall not interfere with the ICE program in any manner. Existing Berks Family Residential Center furniture and equipment will be moved into new spaces in the CRC building.

The following are required to be performed by Berks prior to the ICE occupancy of the CRC Building. The costs are included in the new Monthly Fixed Rate in Article I.

- a. No active water intrusion;
- b. Ceiling tiles without stain;
- c. No leaking pipes;
- d. Paint all areas where recent wall repair was completed and paint the cafeteria;
- e. Replace all broken light bulbs;
- f. Re-install doors in bedroom and classroom bathrooms; and
- g. Re-install doors on all shower stalls.

All other terms and conditions of this Agreement remain unchanged.



COUNTY OF BERKS, PENNSYLVANIA

Office of the Solicitor

Services Center, 13th Floor
633 Court Street
Reading, PA 19601

Phone: 610.478.6105
Fax: 610.478.6139

[REDACTED] Commissioner Chair
[REDACTED] Commissioner
[REDACTED] Commissioner

[REDACTED] Squire
Direct Dial 610.478.6105
Email: [REDACTED]@countyofberks.com

January 31, 2012

[REDACTED] Deputy Assistant Director
Office of Acquisition Management
US Immigration and Customs Enforcement (ICE)
Department of Homeland Security
801 I Street NW
Washington, DC 20536

Re: **County of Berks**
DROIGSA-10-0003/Amendment of Solicitation/Modification No. P00001

Dear Mr. Marshman:

Enclosed are three original Modifications in this matter for your signature. Please return two originals to me.

Please contact me with any questions you may have.

Sincerely yours,

[REDACTED]

Berks County Solicitor

[REDACTED]
Enc.

Cc: Board of Commissioners (via email w/o enc)
[REDACTED] CFO (via email w/o enc)

Dedicated to public service with integrity, virtue & excellence

www.co.berks.pa.us

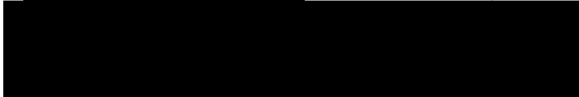
RESOLUTION NO. 41-12

BE IT RESOLVED AND IT IS HEREBY RESOLVED that the Berks County Board of Commissioners hereby authorizes execution of Amendment of Solicitation/Modification No. P00001 to Contract DROIGSA-10-0003 between the County of Berks and the United States of America, Immigration and Customs Enforcement (ICE) for the provision of detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended.

ADOPTED THIS 31st DAY OF JANUARY, 2012.

COUNTY OF BERKS



Chair


Commissioner

Attest:


Chief Clerk

Not Present at meeting


Esq., Chair

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY 1287 COUNTY WELFARE RD LEESPORT PA 195339197	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
	10B. DATED (SEE ITEM 13) 03/30/2010

CODE 1507415100000	FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 150741510
 Field Office POC: [REDACTED]
 610-396-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

This modification incorporates the following changes to IGSA DROIGSA-10-0003. See attached for further information.
 Exempt Action: Y
 Period of Performance: 02/01/2012 to 02/01/2017

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. [REDACTED]
15C. DATE SIGNED	16C. DATE SIGNED 5/15/13
(Signature of person authorized to sign)	(Contracting Officer)

The purpose of this modification is to establish the effective dates for the new monthly fixed costs for the Family Residential Center and incorporate the Educational and Dental costs associated with the Family Residential unit.

Under Article I. Purpose, paragraph C. Guidance, replace the pricing table with the following:

Unaccompanied Alien Children per person/ per day rate for the Berks County Youth Center	
Monthly Fixed Costs for the Berks Family Residential Center – effective: February, 27 2013	
Per person/ per day rate for the Berks Family Residential Center – effective: February 27, 2013	
Per person/per day Voluntary work rate	\$ 1.00
Dental Costs – effective January 31, 2013	
Annual Education Costs. Charged at a rate of [REDACTED] (effective March 1, 2013) per child until the ceiling of [REDACTED] is reached. The education rate includes the all services described the in the Family Residential Facility Statement of Work and Residential Standards.	

The following is incorporated in the Family Residential Facility Statement of Work.

4. Program Services

b. Program Services

(8) Juvenile Education

(e) The price identified in Article I of the IGSA include costs associated two (2) full time teachers and two (2) full time specialists, substitute teacher(s) if needed, part time Psychologist and Guidance Counselor assessments, part time Secretarial work and part time Supervision of the program. Also included are costs associated with; employee training workshops, contracted IT services, contracted clerical services, telecommunications, photocopying, postage, field trips, classroom supplies, text books and reference materials, software licensing and indirect costs for purchased services.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY 1287 COUNTY WELFARE RD LEESPORT PA 195339197		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1507415100000		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
			10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification and FAR 43.103(b); Amend Youth rate, move location and designate COR
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 150741510
Field Office POC: [REDACTED]
610-396-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification P00003 is to incorporate the following changes into IGSA No. DROIGSA-10-0003:

(1) The Family Residential program will re-locate the detention of Alien Children from the Berks County Youth Center- CRC building to the Abraxas Academy Detention Center, 1000 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. [REDACTED]	16C. DATE SIGNED
[REDACTED]	7/2/2013	[REDACTED]	7/9/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00003

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Academy Drive, Morgantown, PA 19543, effective immediately.</p> <p>(2) Increase the unaccompanied Alien Children per diem rate for fiscal year 2012-2013 from \$ [REDACTED] to [REDACTED] effective immediately.</p> <p>(3) Designate Patricia Pepe as the Contracting Officer's Representative (COR) for IGSA DROIGSA-10-0003.</p> <p>Note: No G-514 or funding document is associated with this modification. As a result of this change, the overall contract funding and value remain unchanged.</p> <p>All other terms and conditions, including period of performance, remain unchanged.</p> <p>Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00004 See Block 16C
 6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 BERKS COUNTY 1287 COUNTY WELFARE RD LEESPORT PA 195339197
 9B. DATED (SEE ITEM 11)
 x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
 10B. DATED (SEE ITEM 13) 03/30/2010
 CODE 1507415100000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

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

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

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

DUNS Number: 150741510
 Field Office POC: [REDACTED]
 610-396-[REDACTED]
 Program Office: [REDACTED] 215-656-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification P00004 is to incorporate the updated invoicing instructions for IGSA No. DROIGSA-10-0003.

Note: No G-514 or funding document is associated with this modification. As a result of Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED
 (Signature of person authorized to sign) 8/28/13

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this change, the overall contract value and period of performance remain unchanged.</p> <p>Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p style="background-color: black; color: black;">[REDACTED]@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-FOD-FPA Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00004

PAGE OF
4 5

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services: (1) Bed day rate; (2) Residents/detainees check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Residents/detainees identification information</p> <p>(iv). Transportation Services: (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the following precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive PII unattended and unsecured. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII. Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at [REDACTED] or by e-mail at [REDACTED]@ice.dhs.gov</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY 1287 COUNTY WELFARE RD LEESPORT PA 195339197		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1507415100000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 150741510
COR: Patricia [REDACTED] 10-396-[REDACTED]
Program Office: [REDACTED] 215-656-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

There is no requisition associated with this action.

The purpose of this modification P00005 is to designate a Contracting Officer's Representative (COR) for IGSA No. DROIGSA-10-0003 as follows:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED [REDACTED]	
		16C. DATE SIGNED 9/6/13	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00005

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>[REDACTED] ice.dhs.gov)</p> <p>ICE / ERO, JFRMU Coordinator Berks Family Residential Center</p> <p>As a result of this administrative change, the overall contract value and period of performance remain unchanged.</p> <p>Exempt Action: Y Period of Performance: .02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 043251883
COR: Patricia [REDACTED] 610-396-[REDACTED]
Program Office: [REDACTED] 215-656-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

There is no requisition associated with this action.

The purpose of this modification, P00006, is the following for IGSA #DROIGSA-10-0003: (1) Update the DUNS number associated with the IGSA; (2) Update the "Facility Location" on page 1 of the IGSA (that name and address is also used to update Block 8 of the SF30); and, (3) Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	[REDACTED]
	16C. DATE SIGNED 11/19/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00006

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Update "Article XI. Enrollment, Invoicing, and Payment" to designate a "Remit To" address for invoicing purposes.</p> <p>(1) The DUNS number associated with the IGSA is hereby changed:</p> <p>FROM: 150741510 TO: 043251883</p> <p>(2) The "Facility Location" on page 1 of the IGSA is hereby changed (this name and address also replaces the information located in Block 8 of the SF30):</p> <p>FROM: County of Berks, PA, 1243 County Welfare Road, Leesport, PA 19533 TO: Berks County, Inc., 633 Court Street, 13th Floor, Reading, PA 19601-4310</p> <p>(3) Under Article XI of the IGSA, incorporate a Section D: "Remit To Instructions for Invoices" to the following address: Berks County Residential Center, 1040 Berks Road, Leesport, PA 19533, Attention- [REDACTED]</p> <p>As a result of this administrative change, the overall contract value and period of performance remain unchanged.</p> <p>Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00007 See Block 16C

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
 10B. DATED (SEE ITEM 13) 03/30/2010

CODE 0432518830000 FACILITY CODE
 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule
 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X IAW DROIGSA-10-0003: Bilateral Modification- Update Pricing Table under Article I

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/control subject matter where feasible.)
 DUNS Number: 043251883
 COR [REDACTED]-396-0310 [REDACTED]
 Program Office: [REDACTED] 15-656-[REDACTED]
 Contracting Officer: [REDACTED], 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

There is no requisition associated with this action.
 The purpose of this modification, P00007, is to update the pricing table under Article I, Paragraph C of DROIGSA-10-0003. See page 3 for the updated pricing table.

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

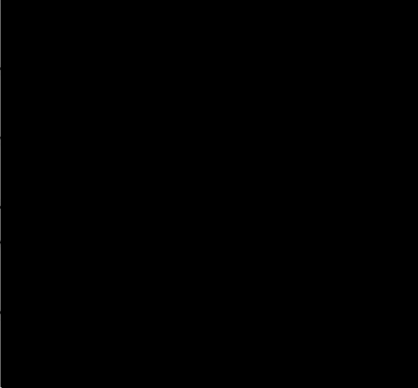



16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED] Director
 16C. DATE SIGNED 1/13/14
 16G. DATE SIGNED 1/16/14

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

The purpose of this modification P00007 is to revise rates for Dental Costs, as well as establish the date for those new rates to go into effect at the Berks Family Residential Center.

The pricing table under "Article I. Purpose, Paragraph C. Guidance" is hereby replaced with the following table (updates highlighted in **BOLD**):

Unaccompanied Alien Children per person/per day rate for the Berks County Youth Center	
Monthly Fixed Costs for the Berks Family Residential-effective: February 27, 2013	
Per person/ per day rate for the Berks Family Residential-effective: February 27, 2013	
Per person/ per day Voluntary Work Rate	
Dental Costs- effective January 1, 2014	
Annual Education Costs. Charged at a rate of  (effective March 1, 2013) per child until the ceiling of  is reached. The education rate includes all services described in the Family Residential Facility Statement of Work and Residential Standards.	

End of Modification

2 AMENDMENT/MODIFICATION NO: P00008
 3 EFFECTIVE DATE: See Block 16C
 4 REQUISITION/PURCHASE REQ NO
 5 PROJECT NO (If applicable)

6 ISSUED BY CODE: ICE/DCR
 7 ADMINISTERED BY (If other than item 5) CODE: ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite [REDACTED]
 WASHINGTON DC 20536

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 BERKS COUNTY INC
 633 COURT STREET 13TH FL
 READING PA 196014310
 (x) 9A AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)
 X 10A MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-10-0003
 10B DATED (SEE ITEM 13)
 03/30/2010
 CODE 043251883000 FACILITY CODE

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 CHECK ONE
 A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D OTHER (Specify type of modification and authority)
 X LAW DROIGSA-10-0003: Bilateral Modification- Update Pricing Table under Article I

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 043251883
 COR: [REDACTED] 610-396-0310 [REDACTED]
 Program Office: [REDACTED] 215-656-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

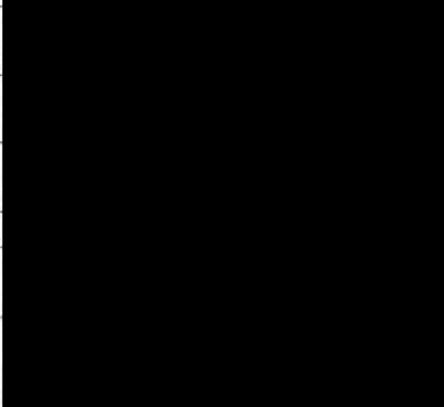
There is no requisition associated with this action.
 The purpose of this modification, P00008, is to update the pricing table under Article I, Paragraph C of DROIGSA-10-0003. See page 3 for the updated pricing table, more specifically the Unaccompanied Alien Children per day rate, Dental Costs and Annual Education costs.
 Continued ...
 Except as provided herein all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED] Executive Director
 15C DATE SIGNED: 1/15/15
 16B U [REDACTED]
 16C DATE SIGNED: 1/15/15

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The period of performance of the IGSA remains unchanged.</p> <p>Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

The purpose of this modification P00008 is to revise the rates in the pricing table for Berks. The pricing table under "Article I. Purpose, Paragraph C. Guidance" is hereby replaced with the following table (updates highlighted in **BOLD**):

Unaccompanied Alien Children per person/per day rate for the Berks County Youth Center	
Monthly Fixed Costs for the Berks Family Residential-effective: February 27, 2013	
Per person/ per day rate for the Berks Family Residential-effective: February 27, 2013	
Per person/ per day Voluntary Work Rate	
Dental Costs- effective January 1, 2015	
Annual Education Costs. Charged at a rate of [REDACTED] (effective March 1, 2013) per child until the ceiling of [REDACTED]s reached. The education rate includes all services described in the Family Residential Facility Statement of Work and Residential Standards.	

End of Modification P00008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2 AMENDMENT/MODIFICATION NO. P00009	3 EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. (If applicable)
6 ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7 ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 0432518830000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW DROIGSA-10-0003: Bilateral Modification- Update Pricing Table under Article I

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 043251883
COR: [REDACTED] 717-840 [REDACTED]
ALT COR: [REDACTED] 215-656 [REDACTED]
Contracting Officer: [REDACTED] 02-732- [REDACTED]
Contract Specialist: [REDACTED] 02-732- [REDACTED]

There is no requisition associated with this action.

The purpose of this modification, P00009, is to update the pricing table under Article I, Paragraph C of DROIGSA-10-0003. See page 3/4 for the updated pricing table, specifically the column of changes due to the 4th Floor Renovations at the Berks Family and Residential
Continued ...

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

15C DATE SIGNED 6/24/15		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED], Executive Director		16B [REDACTED]		16C DATE SIGNED 6/24/15	
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00009

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Center.</p> <p>The period of performance of the IGSA remains unchanged.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 02/01/2012 to 02/01/2017</p> <p>All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

The purpose of this modification, P00009, is to update the pricing table for Berks. The pricing table under “Article I, Paragraph C: Guidance” of DROIGSA-10-0003 is hereby replaced with the following table (updates in column entitled “Post 4th Floor Renovations”).

<u>Cost Elements</u>	<u>Current Cost</u>	<u>Unit</u>	<u>Post 4th Floor Renovations</u>
Medical			
Dental		Full/Half day	
Transportation			
UAC detention rate (Berks County Youth Center)		Per UAC/Per Day	
Annual Fixed Cost		Annual Fixed Cost	
Per person detention rate		Per person/Per Day	
Guard Services		Hourly	
Education		Annual Ceiling	
Chaplaincy Services		Annual	
Voluntary Work Rate		Daily	
Translation Services			
Total One-Time Expansion Costs		One-Time Costs	

<u>Total Current Costs</u> <u>(Annual)</u>		Annual	TBD
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End of Table

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	IAW DROIGSA-10-0003: Unilateral Modification- Administrative Changes

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 15-239-[REDACTED]
 ALT COR: [REDACTED] 15-656-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Contracting Officer: [REDACTED] 202 732-[REDACTED]

There is no requisition associated with this action.

The purpose of this modification, P00010, is to correct the IGSA number on page 3 under Article XVI. Security Requirements, Paragraph A of DROIGSA-10-0003. "DROIGSA-09-0027" is Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. [REDACTED]	16C. DATE SIGNED 7/17/15
(Signature of person authorized to sign)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00010

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	hereby removed and replaced with "DROIGSA-10-0003". The period of performance of the IGSA remains unchanged. Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0432518830000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW DROIGSA-10-0003: Bilateral Modification- Update Pricing Table Under Article I

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
ALT COR: [REDACTED] 215-656-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Contracting Officer: [REDACTED] 202 732 [REDACTED]

There is no requisition associated with this action.

The purpose of this modification, P00011, is to update the pricing table under Article I, Paragraph C of DROIGSA-10-0003. See page 3/4 for the updated pricing table, specifically Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Executive Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED [REDACTED]	16C. DATE SIGNED 9/18/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00011

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the column of changes due to the 4th Floor Renovations at the Berks Family and Residential Center.</p> <p>The period of performance of the IGSA remains unchanged. Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

The purpose of this modification, P00011, is to update the pricing table for Berks. The pricing table under "Article I, Paragraph C: Guidance" of DROIGSA-10-0003 is hereby replaced with the following table (updates in column entitled "Post 4th Floor Renovations").

<u>Cost Elements</u>	<u>Current Cost</u>	<u>Unit</u>	<u>Post 4th Floor Renovations</u>
Medical			Provided by IHSC
Dental		Full/Half day	
Transportation			
UAC detention rate (Berks County Youth Center)		Per UAC/Per Day	
Annual Fixed Cost		Annual Fixed Cost	
Per person detention rate		Per person/Per Day	
Guard Services		Hourly	
Education		Annual Ceiling	
Chaplaincy Services		Annual	
Voluntary Work Rate		Daily	
Translation Services			
Total One-Time Expansion Costs		One-Time Costs	

			salaries)
<u>Total Current Costs</u> <u>(Annual)</u>		Annual	TBD

End of Table

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 9 [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
ALT COR: [REDACTED] 215-656-7-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]

There is no requisition associated with this action.

The contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. CONTRACTOR/DEEROR [REDACTED]	15C. DATE SIGNED 11/16/16
16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00012

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar 7, 2014), as outlined in Attachment 1.</p> <p>The period of performance of the IGSA remains unchanged.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 02/01/2012 to 02/01/2017</p> <p>All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	
CODE 0432518830000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
ALT COR: [REDACTED] 215-656-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification to DROIGSA-10-0003 is to extend the period of performance through 02/01/2022.

Exempt Action: Y

Period of Performance: 02/01/2012 to 02/01/2022

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 1-30-17	16C. DATE SIGNED 1-30-17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00013

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions of DROIGSA-10-0003 remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 9 [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
 ALT COR: [REDACTED] 215-656-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification to DROIGSA-10-0003 is to update the rates for dental services for 2017. The new rates are as follow:

1/2 day of service: \$500.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	[REDACTED]
	16C. DATE SIGNED 3/8/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00014

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2 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1 whole day of service: [REDACTED]</p> <p>See Attachent A (Family Facilities - Berks Detailed Cost) for a break down of costs.</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022 All other terms and conditions of DROIGSA-10-0003 remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
 ALT COR: [REDACTED] 215-656-[REDACTED]
 Contract Specialist: S [REDACTED] 202-732-[REDACTED]
 Contracting Officer [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to incorporate the most recent DOL area wide wage determination, 2015-4238, revision 1, revised on 02/01/2017, in accordance with Service Contract Labor Standards.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	[REDACTED]	[REDACTED]	3/21/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00015

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2 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Attachment A. All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022				

2. AMENDMENT/MODIFICATION NO. P00016
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)
 6. ISSUED BY CODE ICE/DCR
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite [REDACTED]
 WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 BERKS COUNTY INC
 633 COURT STREET 13TH FL
 READING PA 196014310
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-10-0003
 10B. DATED (SEE ITEM 13)
 03/30/2010
 CODE 0432518830000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Mutual Agreement of the Parties IAW DROIGSA-10-0003

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

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

DUNS Number: 043251883
 CONTACT INFORMATION
 COR: [REDACTED]-239-[REDACTED]
 ALT COR: [REDACTED] 215-656-[REDACTED]
 Contract Specialist: [REDACTED] 02-732-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to add Travel Meals as an item under CLIN 0003-Miscellaneous Expenses as follows:

1. Effective date is July 1, 2017;
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 [REDACTED] Director
 15B. UNITED STATES OF AMERICA
 15C. DATE SIGNED
 8/1/17
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED]
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00016

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Price per resident per day for travel meals is [REDACTED]</p> <p>3. Each resident will receive the following for each day of travel: (3)- breakfast items (1 cereal bar, 1 breakfast bar and one cereal); (3) Drinks; (2) Pieces Whole Fruit; (3) Snack Items (examples of items: gold fish, ritz crackers, pretzels, waffle snaps, granola bars, chips, popcorn, cookies, etc.); (2) Uncrustables, PBJ Graham Sandwich or Tortilla w/PB & J.</p> <p>4. Funding for travel meals will be provided on task orders.</p> <p>All other terms and conditions remain the same. Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022</p>				

2 AMENDMENT/MODIFICATION NO P00017 3 EFFECTIVE DATE 04/01/2018 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (If applicable)

6 ISSUED BY CODE ICE/DCR 7 ADMINISTERED BY (If other than Item 6) CODE ICE/DCR

ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite [REDACTED]
 WASHINGTON DC 20536

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

COUNTY OF BERKS
 633 COURT STREET 13TH FL
 READING PA 196014310

9A AMENDMENT OF SOLICITATION NO (X)
 9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO. X DROIGSA-10-0003
 10B DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
 D. OTHER (Specify type of modification and authority)
 X Mutual Agreement of the Parties IAW DROIGSA-10-0003

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

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

DUNS Number: 043251893
 CONTACT INFORMATION
 COR: [REDACTED] 215-239-[REDACTED]
 ALT COR: [REDACTED] 215-656-[REDACTED]
 Contract Specialist: [REDACTED], 202-732-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:
 1. Incorporate the language in Attachment 1 into the IGSA;
 2. Include a requirement for Berks County to provide each individual, upon departure from
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Board of Commissioners, Chair
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]

DATE SIGNED April 19, 2018
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00017

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Berks County Residential Center, one (1) winter coat (if necessary or at the request of ICE) and one (1) pair of sneakers. Berks County will invoice ICE for the items under CLIN XX03-Miscellaneous Expenses;</p> <p>3. Revise the pricing as follows: Fixed Monthly Price will increase from [REDACTED] per month to [REDACTED] per month and Per Person Detention Rate will increase from [REDACTED] per person per day to [REDACTED] per person per day (4th floor staffing will no longer be billed under a separate CLIN); and</p> <p>4. Include the following additional requirements:</p> <p>*****</p> <p>Escort and Transportation Services for Discharges The Service Provider will be responsible for escorting and transporting ICE residents being discharged from the Family Center to the Reading Intercity Bus Terminal located at 20 North 3rd Street in Reading, PA on a daily basis. (Monday thru Friday) ICE will provide a discharge report to the Service Provider the evening before if transportation services will be needed. Any transports for discharge that will need to be completed after the report was issued, will need to have approval from Berks Upper Management. ICE will provide the names of residents, their A-numbers and will list what time a resident's bus departs the terminal. ICE will further identify if ICE or an associate of a resident purchased their bus ticket or if the resident needs to purchase tickets at the station. (Note: First priority is to remain in compliance under the 3800 State Regs. and the FRS, if at any time these duties will cause issue, ERO will be immediately informed and a remedy will be worked out between ERO and Berks, if no remedy Berks will have to decline the duty).</p> <p>Escort and transportation services will be performed by at least two qualified Service Provider officials. At least one Service Provider official will be the same sex as the adult resident being discharged. The Service Provider will ensure residents are transported from the Family Center to the Reading Intercity Bus Terminal a minimum of one hour prior to bus departure times. Upon arrival at the terminal, Service Provider personnel will escort residents Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00017

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3 3

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>inside the terminal and will assist residents with obtaining bus tickets from bus company representatives. For tickets that ICE or a resident's associate purchased, ICE will provide the Service Provider with the name the ticket was issued in and information regarding routing. If a resident will be responsible for purchasing their own ticket, ICE will notify the Service Provider that the resident has sufficient funds to purchase a ticket and will supply the Service Provider with the resident's final destination along with a corresponding proposed itinerary. The Service Provider will ensure residents obtain their tickets, will assist residents with locating the area in which their bus will depart, will show residents where the clock is located in the terminal and will highlight departure times. (Berks will not be responsible for any issues with the resident/s after Berks employee(s) leave the bus terminal).</p> <p>Should any issues arise, Service Provider personnel will immediately notify an ICE supervisor.</p> <p>The Service Provider will make available one Service Provider official to assist ICE with performing needed duties at the Family Center between the hours of 8:00 am Eastern Time (ET) and 5:00 pm ET, Monday through Friday. Duties shall include, but will not be limited to, cashing checks for residents being discharged from the Center and facilitating and monitoring residents for in-person or telephonic Consulate or other official interviews. An ICE manager will advise the Service Provider by 5:00 pm ET each day if assistance with be needed the following day. The notification will include the required duties and instructions.</p> <p>*****</p> <p>All other terms and conditions remain the same. Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022</p>				

DROIGSA-10-0003_P00017
ATTACHMENT 1

The Berks County Residential Center (BCRC), a County of Berks facility, operates as a non-profit facility. The operation of the BCRC is managed by the County of Berks for the residential care of alien families and juveniles who are in ICE custody.

Through an Intergovernmental Service Agreement (IGSA) entered into between U.S. Immigration & Customs Enforcement and the County of Berks on March 30, 2010, ICE funds the BCRC for its operations as a residential facility on behalf of ICE. Under IGSA no. DROIGSA-10-0003, direct and indirect costs of running the federal program are reimbursed by ICE either on a direct bill or per diem basis (see IGSA no. DROIGSA-10-0003). It is the goal of this modification to clarify that ICE's reimbursement to the County should equal the County's actual costs incurred for the operation of BCRC for ICE, measured on an annual basis, beginning January 1st and ending December 31st, of each year.

To the extent the per diem reimbursement for programmatic expenses is less than the actual expenses incurred for services rendered, the County may submit an invoice with supporting data and documentation, which ICE will evaluate for payment subject to the availability of funds, not to exceed [REDACTED]. To the extent the per diem reimbursement for programmatic expenses is greater than the actual expense; the County will refund or credit ICE the amount overpaid which will be credited to the appropriation or fund accounts from which the excess payments were originally made. These credits, if any, will be based upon the annual Jail Cost Statement, which will be completed after the County's annual audit is complete. The Jail Cost Statement shall be certified by Berks County that the information contained in the Jail Cost Statement is accurate and complete to the best of their knowledge.

Berks County may request an adjustment to the IGSA pricing no less than twenty-four (24) months after the effective date of the most recent price adjustment unless required by law. Berks County shall submit supporting documentation along with the request for a price adjustment and the Government shall review the documentation and request. If the Government approves the price adjustment request, a bi-lateral modification will be issued to memorialize the price adjustment.

If there are changes to the scope of work, Berks County will submit a price proposal for the changes and ICE will review the proposal. Once the proposal is approved by ICE, the change to the scope and price will be memorialized via a bi-lateral modification to the IGSA.

ICE will consider Requests for Equitable Adjustments (REAs) submitted by Berks County at any time; supporting documentation for the REA will be required.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties IAW DROIGSA-10-0003

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 043251883
CONTACT INFORMATION
COR: [REDACTED] 215-239-[REDACTED]
ALT COR: [REDACTED] 215-656-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:

- 1) Incorporate Required Components for Juvenile Facilities Housing ICE Youth
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 5/11/18	16B. UNITED STATES OF AMERICA [REDACTED]
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00018

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2) Revise the pricing for Unaccompanied Alien Children (UAC) per day rate. Effective 07/01/2018, the UAC per day rate will increase from [REDACTED] to \$ [REDACTED] 3) Replace pricing table with the attached pricing table Attachments: A- Required Components for Juvenile Facilities Housing ICE Youth B- Updated Pricing Table Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022 All other terms and conditions remain the same.				

**Required Components for Juvenile Facilities Housing ICE Youth****Safety**

1. Facility has been inspected by the state licensing entity, and is addressing identified violations, (if applicable).
2. Facilities have noncombustible receptacles for smoking materials, and separate containers for other combustible refuse.
3. The facility has a written policy that conforms to all applicable state and local fire safety codes.
4. A qualified source has documented that finishing materials in juvenile living areas comply with recognized codes.
5. Written policy provides that all housing areas comply with specified lighting (natural and artificial).
6. Temperatures in indoor living and work areas are appropriate to summer and winter comfort zones.
7. Provisions exist for adequate storage and loading areas and for garbage disposal.
8. Written policy requires weekly sanitation inspections of all facility areas.
9. The facility complies with applicable sanitation codes.
10. An independent, outside source has approved the institution's potable water source and supply.
11. The institution has an approved waste disposal system.
12. Written policy provides for vermin and pest control.
13. Written policy requires the facility to thoroughly clean and disinfect, as necessary, juvenile personal clothing being stored or worn.
14. Juveniles are not required to work for free except as part of facility upkeep, personal hygiene, or approved training or service program.
15. Juveniles are not permitted to perform any work prohibited by state and federal regulations and statutes pertaining to child labor.
16. All facility personnel are trained in implementing written emergency plans.
17. Written policy specifies juveniles' immediate pass or furlough in case of emergency, with a backup system in place.
18. The facility has an approved evacuation plan for major emergencies.
19. Dayrooms for varied juvenile activities are separated from sleeping areas by a floor-to-ceiling wall.
20. Written policy specifies the facility's fire prevention regulations and practices.
21. Written policy requires a comprehensive monthly compliance inspection of the facility by a qualified fire and safety officer.
22. Written policy governs the control and use of all flammable, toxic, and caustic materials.
23. There is space in the facility to store and issue clothing, bedding, cleaning supplies, and other items required for daily operations.

Security

1. Written procedures for admitting juveniles new to the system include all the required elements and steps.
2. Written procedures for releasing juveniles include several verification processes and or checks.
3. Written policy governs the control and safeguarding of juvenile personal property.



4. Written policy provides that new juveniles receive written orientation materials and/or translations in their own language.
5. Facility promotes appropriate staff with juvenile, juvenile with juvenile, and adult with adult (if possible) interactions to support a positive facility environment.
6. The facility's perimeter is controlled to keep juveniles in and the general public out, unless they have proper authorization.
7. The facility has an internal communication system between the control center and juvenile living areas.
8. The facility maintains a daily report on juvenile population movement.
9. Written policy requires that coed facilities have both a male and a female staff member on duty at all times.
10. The facility has written policy defining the system for physically counting juveniles, with a minimum of one count per shift.
11. Written policy requires at least weekly inspection and maintenance of all security devices (e.g., panel tests, PAS tests, Radio checks, Doors, Lights, Locks, Cameras), with corrective action taken as needed.
12. Written policy governs handling all special incidents, e.g., hostage taking or use of force, are reported in writing, and dated and signed by the reporting staff person.
13. Written policy provides for searches of facilities and juveniles to control and dispose of contraband.
14. Written policy provides that manual or instrument inspection of body cavities is done only with reason and authorization.
15. Written policy allows visual inspection of juvenile body cavities only when a reasonable belief exists that he/she is carrying contraband.
16. Written policy governs the control and use of keys and control cards. (e.g., master keys, security keys, emergency keys, non-security keys, and key cards.)
17. There is space for a 24-hour control center to monitor and coordinate the facility's security, safety, and communications systems.
18. There is a manual containing all procedures for facility security and control, with detailed instructions for implementing them.
19. Written policy governs the control and use of tools, and culinary and medical equipment.
20. Written policy governs the availability, control, and use of chemical agents and related security devices.
21. Written policy provides that restraint devices be applied only with the approval of the facility administrator or their designee, and never as punishment.
22. Written policy provides that the facility maintain a written record of routine and emergency distribution of restraint equipment.
23. Written policy requires that personnel using force to control juveniles give a written report to the facility administrator by end of the shift.
24. Written policy restricts the use of physical force to justifiable instances only, such as for self-defense or protection of others.
25. Firearms are not permitted in facilities except in emergency situations.
26. Written policy requires an external communications system within the facility, and between it and the community for emergency situations.
27. There are written procedures governing escapes that are reviewed at least annually and updated as needed.
28. The facility complies with Prison Rape Elimination Act (PREA) including:



- Training staff
 - Advising residents PREA laws
 - Designating staff to serve as PREA coordinator
 - Facility reporting system
29. Written policy provides that staff members supervise juveniles during meals.

Order

1. Written policy provides that juveniles who commit criminal acts be referred to appropriate court or law enforcement officials.
2. Written rules of juvenile conduct specify prohibited acts within the facility and penalties for various degrees of violation.
3. A handbook/rulebook lists all chargeable offenses and consequences is given to each juvenile and staff member, in other languages as necessary.
4. Written policy requires that juveniles are told the reasons behind imposed restrictions, and get an opportunity to explain themselves.
5. Written policy specifies room restriction for minor misbehavior only as a "cooling off" period, to last from 15 to 60 minutes.
6. During room restriction, staff contact is made with the juvenile at least every 15 minutes, depending on his/her emotional state.
7. Written policy provides special management for juveniles with serious behavior problems and for those requiring protective care.
8. A juvenile charged with a major rule violation, e.g., that imperils personal or another's safety, may be confined for up to 24 hours.
9. The facility administrator/shift supervisor can order immediate placement in a special location to protect juveniles from self or others.
10. The facility's sanctioning schedule sets a maximum of 5 days' disciplinary confinement for any offense, unless superseded by law.
11. Juveniles placed in confinement are visually checked by staff every 15 minutes and are visited each day by the appropriate units.
12. Written policy specifies that confined juveniles have living conditions and privileges similar to those for the general population.

Care

1. There is an education program for juveniles.
2. School classroom designs conform to local or state educational requirements.
3. The educational program is supported by specialized equipment that meets minimum state education standards. (e.g., calculators, computers, iPads, smart boards, LCD projectors.)
4. Library services are provided and available to all juveniles. ICE juveniles have access to library material in a language they can read.
5. Written policy provides a recreation-leisure plan that daily allows at least 1 hour each for large muscle and structured leisure activities.
6. Written policy allows juveniles to practice the tenets of their religions, limited only by a documented threat to safety or order.
7. There are hair care services available to juveniles.
8. Male and female juveniles do not occupy the same sleeping room or bathing facility.
9. Juveniles have access to wash basins with hot and cold running water, at a ratio of 1 basin for every 12 occupants.



10. There is at least 1 toilet for every 12 male juveniles and 8 female juveniles, and at least 2 toilets in houses with 5 or more juveniles.
11. Juveniles have access to showers with temperature-controlled hot and cold running water, with at least 1 shower for every 8 juveniles.
12. The food preparation area has space appropriate to population size, type of food preparation, and methods of meal service.
13. Shelved and refrigerated goods are maintained at the appropriate prescribed temperatures for each.
14. Written policy precludes the use of food as a disciplinary measure.
15. Written policy requires that food service staff plan out menus and stick to them, taking into account food appearance and palatability.
16. It is documented that the facility's system of dietary allowances is reviewed at least monthly by a dietitian for proper compliance.
17. Written policy provides for specially prescribed diets.
18. Written policy requires three meals a day, two of them hot, at regular meal times, with fewer than 14 hours between dinner and breakfast.
19. Written policy provides for adequate health protection for all juveniles and staff in the facility and working in food service.
20. Food Services comply with applicable sanitation and health codes.
21. Written policy protects juveniles from abuse, corporeal punishment, personal injury, disease, property damage, and harassment.
22. Written policy provides that staff members are available to counsel juveniles at their request, even on an emergency basis.
23. The facility has a written policy and a process for protecting the rights and ensuring the safety of LGBTQ juveniles.
24. Written policy governs the reporting of allegations of child abuse to local official within guidelines of State and Federal child abuse reporting laws.
25. Juveniles are afforded three complete sets of clean clothing per week.
26. Written policy requires that all juveniles receive articles necessary for maintaining proper personal hygiene.
27. Written policy provides an approved shower schedule that allows daily showers and showers after strenuous exercise.
28. Written policy provides for the issue of complete clean bedding and linen sets, with sufficient blankets for temperature comfort.
29. Juveniles are provided with 1 individual and 2 group counseling services weekly on a regular basis, as defined in facility policy.
30. Are juveniles provided services to assist them acculturate and adapt to living in the United States? (if appropriate)
31. Written policy provides that persons injured in an incident receive immediate medical attention.
32. Written policy provides that the facility has a contracted health authority with responsibility for health care.
33. Written policy provides that a staff member accompany a juvenile needing hospitalization at least through admission.
34. Adequate space, equipment, and supplies, as determined by the responsible physician, are provided for primary health care delivery.
35. Juveniles' medical complaints are monitored and responded to daily by medically trained personnel.



36. Written policy provides for unimpeded access to health care and for a system for processing health care complaints.
37. When sick call is not conducted by a physician, he/she is available once a week to answer juveniles' health care service complaints.
38. In over 72 hour facilities, a juvenile's immunization history is obtained when the health appraisal data are collected; immunizations are updated.
39. In over 72 hour facilities, obstetrical, gynecological, family planning, and health education services are provided in facilities housing females.
40. When facilities lack full-time, qualified health-trained personnel, a trained staff member coordinates supervised health services.
41. Written policy provides for the proper management of pharmaceuticals.
42. Psychotropic drugs and drugs requiring potential administration are prescribed by a physician or provider, following an exam.
43. The person administering medications has training from the responsible physician/official, is accountable for administering medications, and appropriately records their administration.
44. The facility has a written policy and a process for providing emergent dental care services.
45. The facility has a process for creating a baseline dental record within 14 days of admission.
46. Written policy requires that all juveniles, upon arrival, receive thorough health and dental screenings by qualified personnel. Youth residing in the facility over 48 hours receive a full physical examination.
47. Written policy requires that all juveniles receive thorough health screenings upon their arrival from intrasystem transfers.
48. Written policy provides for the collection and recording of health information in accordance with prescribed procedures.
49. Written policy provides for 24-hour emergency health care availability as outlined in a detailed written plan.
50. Written policy provides that personnel be trained to respond to health-related situations within 4 minutes.
51. Medical staff report suspected child abuse medical findings to appropriate authorities as required by local, State and Federal statutes and regulations.
52. Appropriate state and federal licensure and registration requirements apply to personnel providing health care services to juveniles.
53. Written policy requires that first aid kits are available.
54. Sick call for nonemergency medical service by a physician or counterpart is available to each juvenile at least 3 times a week.
55. Written policy provides for a special health program for juveniles requiring close medical supervision.
56. Chronic care, convalescent care, and medical preventive maintenance are provided to juveniles when medically indicated.
57. There is a written agreement between the facility and a nearby hospital for all medical services that cannot be provided at the facility.
58. Written policy specifies approved actions to be taken by employees concerning juveniles diagnosed as HIV positive.
59. Written policy addresses the management of serious and infectious diseases. Written policy provides for medical examination of any employee or juvenile believed to have a communicable disease.
60. Written policy prohibits using juveniles for medical, pharmaceutical, or cosmetic experiments.



61. Stimulants, tranquilizers, or psychotropic drugs are never used for program management, control, experiment, or research purposes.
62. Written policy provides that juveniles' parents/guardians be promptly notified in case of serious illness, surgery, injury, or death.
63. Juveniles' health record files contain complete and proper records that are maintained in a manner approved by the health authority.
64. Written policy complies with HIPAA standards and upholds the principle of the health record's confidentiality, and supports particular requirements.
65. Summaries or copies of a juvenile transferee's medical history records are forwarded to the receiving facility before his or her arrival.
66. Written policy specifies the provision of mental health services for juveniles.
67. A written suicide and intervention program is reviewed and approved by a qualified medical or mental health professional.
68. Written policy requires that all newly admitted juveniles in an over 72 hour facility receive an initial medical screening, including a documented mental health screening.
69. Written policy requires that all newly admitted juveniles in an over 72 hour facility receive a 14-day full medical assessment, with mental health components.
70. Written policy requires that all newly admitted juveniles in an over 72 hour facility receive timely referral for follow-up mental evaluations, diagnosis, treatment, or stabilization.
71. Written policy provides for juvenile access to mental health counseling and crisis intervention services, according to need.
72. Written policy specifies the provision of substance abuse services for juveniles.

Activities

1. Written policy grants juveniles the right to communicate/correspond freely, limited only by preservation of facility security and order.
2. Written policy provides that all juveniles' mail—incoming and outgoing— may be opened and only inspected for contraband.
3. Written policy for juveniles' correspondence is made available to all staff, juveniles, and families, and is reviewed annually, and updated as needed.
4. There is no limit on the volume of letters a juvenile may send or receive, when he/she bears the mailing cost.
5. Written policy provides that indigent juveniles, as defined in policy, receive a specified postage allowance to maintain community ties.
6. Written policy specifies that juveniles are permitted to send sealed letters to a specified class of persons and organizations.
7. Written policy requires that incoming and outgoing letters are held for no more than 24 hours, and packages no more than 48 hours.
8. Written policy provides for the forwarding of first class letters and packages after transfer or release.
9. Written policy requires that all forms of money received in the mail is held for the juvenile under procedures approved by the parent agency.
10. Written policy provides for juvenile access to the telephone to make and receive personal calls.
11. Written policy grants juveniles the right to receive visits, limited only by the need to maintain facility order and security.
12. Written policy provides that juvenile visiting facilities permit informal communication, including opportunity for physical contact.



13. Written policy governs special visits.
14. Written policy specifies that visitors register on entry and states the circumstances governing visitor searches and supervision.
15. Written policy provides for and governs escorted and unescorted day leaves into the community.


Justice

1. A written grievance procedure that includes at least one level of appeal is made available to all juveniles.
2. Written policy ensures the right of juveniles to have access to the courts.
3. Written policy ensures and facilitates juvenile access to counsel and assists juveniles in making confidential contact with attorneys.

Administration and Management

1. Written policy governs the management of case records, including:
 - Facility maintains and has available a master file containing detail information on each juvenile
 - Stored in secure area
 - Access limited to only staff with need to know
 - Disclosure of information in youth files limited to person approved by the facility administrator based on need for the information contained in file
2. Written policy provides that an updated case file is transferred within 72 hours of a juvenile's transfer to another facility or to the custody of ICE staff.
3. Written policy defines minimum information to be included in a case record includes:
 - Entry date
 - Documented Services (health and medical screenings)
 - Discharge date
4. A criminal record check is performed on all new employees in accordance with state and federal statute.
5. Programs shall maintain adequate records and make regular reports as required by ICE that permit the ICE to monitor and enforce this order and other requirements and standards as the ICE determine are in the best interests of the minors.
6. Family reunification services designed to identify relatives in the United States as well as in foreign countries and assistance in obtaining legal guardianship when necessary for the release of the minor.

The pricing table under "Article 1. Purpose, paragraph C. Guidance" is hereby replaced with the following table.

Cost Description	Cost
Dental- Effective March 8,2017 (Mod #14)	
Unaccompanied Alien Children per person/per day rate for Abraxas Academy-Effective: July 1,2018 (Mod #18)	
Monthly Fixed Costs for Berks Family-Residential-Effective: April 1,2018 (Mod #17)	
Per person/Per day rate for the Berks Family Residential-Effective: April 1,2018 (Mod #17)	
Hourly Voluntary Work Rate- Effective January 15,2015 (Mod #8)	
Annual Education Cost- Effective January 15,2015 (Mod #8). Charged at a rate of \$79 per child - up to Ceiling - up to 50 Students -The education rate includes all the services described in the Family Residential Facility Statement of Work and Residential Standards.	
Medical.... Provided by IHSC	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6 ISSUED BY ICE/DCR	CODE ICE/DCR	7. ADMINISTERED BY (If other than item 6)	CODE
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties IAW DROIGSA-10-0003

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
 ALT COR: [REDACTED] 15-656-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Contracting Officer: [REDACTED] 02-732-[REDACTED]

The purpose of this modification is to:

- 1) Correct the Ceiling Price for education Cost. In accordance with Berks County's Continued ...

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

[REDACTED]	15C. DATE SIGNED 6/1/18	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] Director	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		(Signature of Contracting Officer)		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00019

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>sub-contract for education with BCIU, the Annual Education Ceiling price reduced from [REDACTED] to [REDACTED] effective September 2016.</p> <p>2) Replace pricing table with the attached pricing table</p> <p>Attachments: Updated Pricing Table</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022 All other terms and conditions remain the same.</p>				

The pricing table under “Article 1. Purpose, paragraph C. Guidance” is hereby replaced with the following table.

Cost Description	Cost
Dental- Effective March 8,2017 (Mod #14)	
Unaccompanied Alien Children per person/per day rate for Abraxas Academy-Effective: July 1,2018 (Mod #18)	
Monthly Fixed Costs for Berks Family-Residential-Effective: April 1,2018 (Mod #17)	
Per person/Per day rate for the Berks Family Residential-Effective: April 1,2018 (Mod #17)	
Hourly Voluntary Work Rate- Effective January 15,2015 (Mod #8)	
Annual Education Cost Ceiling- Effective September 2016 and in accordance with BCUI Contract Amendment 1.	
Medical.... Provided by IHSC	

.....

2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
		10B. DATED (SEE ITEM 13) 03/30/2010
CODE 0432518830000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION
 COR: [REDACTED] 215-239-[REDACTED]
 ALT COR: [REDACTED] 215-656-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification to DROIGSA-10-0003 is to:

- Update the rates for dental services for 2018. The new rates are as follow:

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00020

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1/2 day of service: [REDACTED] 1 whole day of service: [REDACTED]</p> <p>2) Replace pricing table with the attached pricing table</p> <p>Attachments: Updated Pricing Table</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022 All other terms and conditions remain the same.</p>				

The pricing table under “Article 1. Purpose, paragraph C. Guidance” is hereby replaced with the following table.

Cost Description	Cost
Dental- Effective January 1,2018 (Mod #20)	
Unaccompanied Alien Children per person/per day rate for Abraxas Academy-Effective: July 1,2018 (Mod #18)	
Monthly Fixed Costs for Berks Family-Residential-Effective: April 1,2018 (Mod #17)	
Per person/Per day rate for the Berks Family Residential-Effective: April 1,2018 (Mod #17)	
Hourly Voluntary Work Rate- Effective January 15,2015 (Mod #8)	
Annual Education Cost Ceiling- Effective September 2016 and in accordance with BCUI Contract Amendment 1 (Mod 19).	
Medical.... Provided by IHSC	

.....

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0432518830000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION

COR: [REDACTED] 215-239-[REDACTED]
ALT COR: [REDACTED] 215-656-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification to DROIGSA-10-0003 is to:

1) Update the rates for dental services for 2019. The new rates are as follow:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 11/27/18	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00021


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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1/2 day of service: [REDACTED] 1 whole day of service: [REDACTED]</p> <p>2) Replace pricing table with the attached pricing table</p> <p>Attachment A: Updated Pricing Table</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022 All other terms and conditions remain the same.</p>				

ATTACHMENT A

The pricing table under “Article 1. Purpose, paragraph C. Guidance” is hereby replaced with the following table.

Cost Description	Cost
Dental- Effective January 1,2019 (Mod #21)	
Unaccompanied Alien Children per person/per day rate for Abraxas Academy-Effective: July 1,2018 (Mod #18)	
Monthly Fixed Costs for Berks Family-Residential-Effective: April 1,2018 (Mod #17)	
Per person/Per day rate for the Berks Family Residential-Effective: April 1,2018 (Mod #17)	
Hourly Voluntary Work Rate- Effective January 15,2015 (Mod #8)	
Annual Education Cost Ceiling- Effective September 2016 and in accordance with BCUI Contract Amendment 1 (Mod 19).	
Medical.... Provided by IHSC	

.....

2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) [REDACTED]
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310	9A. AMENDMENT OF SOLICITATION NO. [REDACTED]
	9B. DATED (SEE ITEM 11) [REDACTED]
	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
	10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED], (570) 547-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
 CO: [REDACTED] (202) 732-[REDACTED]@ice.dhs.gov
 CS: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification to DROIGSA-10-0003 is to incorporate the most recent U.S. Department of Labor (DOL) area-wide Wage Determination, 2015-4238, revision 10, revised on 05/08/2019, in accordance with Service Contract Labor Standards.

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00022

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2 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See Attachment A, WD_2015-4238_rev 10_05082019</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2022</p> <p>PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0432518830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
		10B. DATED (SEE ITEM 13) 03/30/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DROIGSA-10-0003, Article X, - A. Modifications

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

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

DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED] (570) 547-[REDACTED]@ice.dhs.gov
ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
CO: [REDACTED] (202) 732-[REDACTED]@ice.dhs.gov
CS: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification to DROIGSA-10-0003 is to revise the Pricing Table for this IGSA to reflect the changes to Education Costs reflected in the agreement between County of Berks and Berks County Intermediate Unit (BCIU). Agreement number is #ICA-184683-16;
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director	15C. DATE SIGNED 10/8/19	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ABEER SALEH	16C. DATE SIGNED
		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00023

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>changes to this agreement are incorporated via Amendment #4, effective August 1, 2019.</p> <p>See Attachment A, Updated Pricing Table_08012019.</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2022</p> <p>PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

ATTACHMENT A

The pricing table under “Article 1. Purpose, paragraph C. Guidance” is hereby replaced with the following table.

Cost Description	Cost
Dental- Effective January 1,2019 (Mod #21)	
Unaccompanied Alien Children per person/per day rate for Abraxas Academy-Effective: July 1,2018 (Mod #18)	
Monthly Fixed Costs for Berks Family-Residential-Effective: April 1,2018 (Mod #17)	
Per person/Per day rate for the Berks Family Residential-Effective: April 1,2018 (Mod #17)	
Hourly Voluntary Work Rate- Effective January 15,2015 (Mod #8)	
Annual Education Cost Ceiling- Effective August 1, 2019, and in accordance with BCIU Contract Amendment 4 (Mod 23).	
Medical.... Provided by IHSC	

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2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) [REDACTED]
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310	9A. AMENDMENT OF SOLICITATION NO. [REDACTED]
	9B. DATED (SEE ITEM 11) [REDACTED]
	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
	10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DROIGSA-10-0003, Article XII - Government Furnished Property

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED] (570) [REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
 CO: [REDACTED] (202) 732-[REDACTED]@ice.dhs.gov
 CS: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification is to change the Government-Furnished Property (GFP) provided by DHS/ICE under this Inter-Governmental Service Agreement (IGSA) as follows:

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00024

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2 3

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) In accordance with IGSA # DROIGSA-10-0003, Article XII- Government Furnished Property, provide the following vehicle to Berks County, PA, as GFP:</p> <p>Barcode: CS417110 Make: Ford Model: Freestar Model Year: 2007 Color: Blue Body Style: Mini Van Vehicle Identification Number (VIN): [REDACTED] Vehicle Capacity: Seven (7) passengers Vehicle Odometer Reading: 104,399 Miles</p> <p>2) The purpose of this GFP is to transport family units. The contractor's use of this vehicle for any other purpose is not permitted in accordance with this IGSA.</p> <p>3) The Contractor shall electronically submit a receipts and mileage log each month to the following DHS/ICE point-of contact (POC):</p> <p>[REDACTED] Mission Support Specialist Juvenile and Family Residential Management Unit (JFRMU) Enforcement & Removal Operations (ERO) U.S. Immigration & Customs Enforcement (ICE) PCN BLDG, Eighth Floor Cube 8044, Washington, DC 20536 (202) [REDACTED] E-mail: [REDACTED]@ice.dhs.gov</p> <p>4) The Contractor shall immediately report all accidents involving this ICE/DHS vehicle to the DHS/ICE POC and to the Contracting Officer's Representative (COR).</p> <p>All other terms and conditions of this IGSA remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2022 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00024

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3 3

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	any subcontractors) without review and approval of such disclosure by ICE.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC 633 COURT STREET 13TH FL READING PA 196014310		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003	
			10B. DATED (SEE ITEM 13) 03/30/2010	
CODE 0432518830000	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties			
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 043251883 CONTACT INFORMATION: COR: [REDACTED] 570) 547-[REDACTED]@ice.dhs.gov ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov CO: [REDACTED] (202) 732-[REDACTED]@ice.dhs.gov CS: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov				
The purpose of this modification is to:				
1) Update the rates for dental services for 2020. The new rates for dental services are Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15. NAME AND TITLE OF SIGNED (Type or print) [REDACTED] Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]		
15B. CONTRACTOR/OFFICER [REDACTED]		15C. DATE SIGNED 12/11/19	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00025


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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>stated as follows:</p> <p>One-half day (1/2) of service: [REDACTED] One (1) day of service: [REDACTED]</p> <p>2) Replace pricing table dated August 1, 2019 with the updated pricing table dated December 6, 2019. The updated pricing table is attached to this modification as Attachment A_Updated Pricing Table.</p> <p>All other terms and conditions of this IGSA remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2022 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

ATTACHMENT A

The pricing table under “Article 1. Purpose, paragraph C. Guidance” is hereby replaced with the following table.

Cost Description	Cost
Dental- Effective January 1,2020 (Mod #25)	
Unaccompanied Alien Children per person/per day rate for Abraxas Academy-Effective: July 1,2018 (Mod #18)	
Monthly Fixed Costs for Berks Family-Residential-Effective: April 1,2018 (Mod #17)	
Per person/Per day rate for the Berks Family Residential-Effective: April 1,2018 (Mod #17)	
Hourly Voluntary Work Rate- Effective January 15,2015 (Mod #8)	
Annual Education Cost Ceiling- Effective August 1, 2019, and in accordance with BCIU Contract Amendment 4 (Mod 23).	
Medical.... Provided by IHSC	

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2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) [REDACTED]
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC ATTN [REDACTED] 633 COURT STREET READING PA 196014310	9A. AMENDMENT OF SOLICITATION NO. [REDACTED]
	9B. DATED (SEE ITEM 11) [REDACTED]
	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
	10B. DATED (SEE ITEM 13) 03/30/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED] (267) 479-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
 CO: [REDACTED] (202) 732-[REDACTED]@ice.dhs.gov
 CS: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification is to appoint [REDACTED] as Contracting Officer's Representative (COR) for this Intergovernmental Service Agreement (IGSA) and all associated task orders issued under this IGSA.

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00026

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NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions of this IGSA remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2022 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00027

See Block 16C

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite [REDACTED]
WASHINGTON DC 20536

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

BERKS COUNTY INC
ATTN: [REDACTED]
633 COURT STREET
READING PA 196014310

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

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

10B. DATED (SEE ITEM 13)

03/30/2010

CODE 0432518830000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Other Administrative Changes

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

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

DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED] 267) 479-[REDACTED] ice.dhs.gov

ACOR: [REDACTED] (717) 747-[REDACTED] ice.dhs.gov

Contracting Officer: [REDACTED] 02-924-[REDACTED] ice.dhs.gov

Contract Specialist: [REDACTED] 202-738-[REDACTED] ice.dhs.gov

The purpose of this modification is to replace Attachment 7 with a new detention services link (<https://www.ice.gov/detention-standards/family-residential>) for this Intergovernmental Service Agreement (IGSA) and all associated task orders issued under this Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

[REDACTED]

Director

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

[REDACTED]

TEL:

EMAIL

[REDACTED]@ice.dhs.gov

15C. DATE SIGNED

6/24/20

16B. UNITED STATES OF AMERICA

[REDACTED]

16C. DATE SIGNED

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00027

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>IGSA.</p> <p>All other terms and conditions of this IGSA remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2022</p> <p>PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

2. AMENDMENT/MODIFICATION NO. PO0028 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 70CDCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 DETENTION COMPLIANCE AND REMOVALS
 U.S. Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I ST NW, RM [REDACTED]
 WASHINGTON DC 20536
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite [REDACTED]
 WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 BERKS COUNTY INC
 ATTN [REDACTED]
 633 COURT STREET
 READING PA 196014310
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 DROIGSA-10-0003
 10B. DATED (SEE ITEM 13)
 03/30/2010
 CODE 0432518830000 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION:
 COR: [REDACTED] 267) 479-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED] 202-924-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED] 202-923-[REDACTED]@ice.dhs.gov

The purpose of this modification is to perform the following:

- 1) Convert Berks County from a family facility to a female only facility.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Commissioner Chair
 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
 TEL: 202-924-[REDACTED] EMAIL: [REDACTED]@ice.dhs.gov
 15C. DATE SIGNED 9/27/2021
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00028

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Update and replace Attachment 1 Statement of Work</p> <p>3) Establish a Bed/Day rate of [REDACTED] with a guaranteed minimum (GM) of 78 beds</p> <p>4) Establish transportation/guard services rate at [REDACTED] hour</p> <p>5) Extend the Period of Performance (PoP) from 2/1/2022 to 2/1/2023</p> <p>All other terms and conditions of this IGSA remain unchanged.</p> <p>Period of Performance: 02/01/2012 to 02/01/2023</p> <p>PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement is to establish an Agreement between ICE and the Service Provider for the detention and care of non-citizen females who are eighteen (18) years of age or older detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees”. This term recognizes that ICE residents are not charged with criminal violations, have no known criminal or drug histories and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the residential day rate. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the residential day rate.

Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present residents to the Service Provider nor direct performance of any other services until ICE has the appropriate funding or documentation in place to receive services. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in an order to this Agreement by the Contracting Officer. This Agreement is neither binding nor effective unless signed by the Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the Contracting Officer if it intends to house residents in a facility other than the Facility named in this Agreement. If either that facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer’s approval before subcontracting the detention and care of residents to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. The subcontractor will be held to the same terms and conditions as the Service Provider. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.

- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.
- D. Use of Service Provider's Policies and Procedures: The Contracting Officer shall approve Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the standards (as modified) that are mandated under this Agreement.
- E. Notification and Public Disclosure: No public disclosures (i.e. press releases, press conferences) regarding this IGSA shall be made by the Service Provider or any of its contractors or subcontractors without providing ICE Public Affairs with notice of any planned public disclosures and conferring with ICE Public Affairs prior to making such public disclosures.

Article III. Covered Services

Below are the general requirements under this Agreement. Specific requirements for the services under this Agreement are stated in the attached Statement of Work. See Attachment 1.

- A. Bedspace: The Service Provider shall provide female beds on a space available basis. The Service Provider shall house all residents as determined within the Service Provider's classification system. The residential daily rate is [REDACTED] (minimum guarantee of 78 residents per day). ICE shall not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to utilize the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.
- B. Basic Needs: The Service Provider shall provide residents with safekeeping, housing, subsistence, medical services that are not provided for elsewhere and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody to reside in the Facility who is under the age of eighteen (18), the Service Provider shall not house that person with adult residents and shall immediately notify the Contracting Officer's Technical Representative ("COTR"). ICE shall thereafter remove the female who is under the age of eighteen (18) from the facility as soon as possible, but in no event shall such removal take more than twenty-four (24) hours from the time in which it is determined that an underage female has been delivered to the Facility.

- C. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate residents. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the residents' language, as appropriate, to residents who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use residents for translation services. If the Service Provider uses a resident for translation service, it shall notify ICE within 24 hours of the translation service.
- D. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by the COTR or Contracting Officer, necessary escort and transportation services for residents to and from designated locations. Escort services will be required for escorting residents to court hearings; escorting witnesses to the courtroom and any escort services as requested by an ICE judge during proceedings. Escort and transportation services shall also include providing all such ground transportation services as may be required to transport residents securely and in a timely manner. Transportation and/or escort services may be required to transport residents from the Facility to and from a medical facility for outpatient care. During all transportation activities, at least one (1) transportation officer shall be of the same sex as the residents being transported. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Service Provider personnel provided for these services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement. The Statement of Work shall provide specific escort and transportation services unique for this Agreement. Reimbursement will be in accordance with paragraph F below.
- E. Guard Services: The Service Provider agrees to provide stationary guard services on demand by the COTR or Contracting Officer and shall include, but is not limited to, escorting and guarding residents to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Qualified personnel employed by the Service Provider will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, resident monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR or Contracting Officer. The Service Provider shall be authorized to provide at least one (1) officer for each remote post, as directed by the COTR or Contracting Officer. Reimbursement will be in accordance with paragraph F below.
- F. Guard and transportation services performed under paragraphs D and E above shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for stationary guard services provided at a negotiated rate of \$49.81 per hour. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of \$49.81 per hour.

- G. Provided there is a separately funded line item in the task order, transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate in effect at the time of the transportation services. Mileage shall be denoted as a separate item on submitted invoices. Any adjustments to this rate in accordance with GSA mileage rates will be identified in the task order. Adjustments are not retroactive.
- H. Medical/Mental Health Care – All medical and mental health needs will be provided for through the Immigration and Customs Enforcement Health Services Corp (IHSC). The facility is responsible for the provision of appropriate space and offices to support a medical clinic operation. To the extent allowed by applicable federal law, regulation, and IHSC or ICE policies, IHSC may provide medical and mental health records to a state or local law enforcement agency as part of a criminal investigation that the state or local law enforcement agency is conducting.
- I. Dental Care –IHSC shall provide Dental Care and contract with an appropriate medical provider. IHSC shall be responsible for providing dental care for ICE detainees at the Facility in accordance with the ICE Family Residential Standards.
- J. On-Site Dental Health Care: IHSC shall provide on or off-site access to dental care for all residents 24 hours per day, 7 days per week. The Service Provider shall furnish the residents instructions in his or her native language for gaining access to full dental health services. IHSC is responsible for on-site health care services shall include arrival screening, sick call coverage, provision of over-the- counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs and mental health assessments. The Service Provider shall ensure that its employees solicit each resident for health complaints and deliver the complaints in writing to the IHSC health care staff. The Service Provider is responsible for transportation to and from all off-site appointments.

Article IV. Receiving and Discharging Residents

- A. Required Activity: The Service Provider shall receive and discharge residents only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute “proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging residents. The Service Provider shall ensure positive identification and recording of residents and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers; provided, however, ICE shall in no way delay the provision of medical or emergency attention to a resident in need of such services.
- B. Restricted Release of Residents: The Service Provider shall not release residents from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If a resident is sought for federal, state, or local proceedings, only ICE may authorize release of the resident for such purposes. The Service Provider shall contact the COTR immediately regarding any such requests.

- C. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance or request removal of any resident exhibiting violent or disruptive behavior, discovered to have a criminal or drug history or of any resident found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a resident already in custody, the Service Provider shall notify ICE and request removal of the resident from the facility within twenty-four (24) hours. .
- D. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the Service Provider shall evacuate residents in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the Contracting Officer and COTR within two (2) hours of evacuation.

Article V. Applicable Standards

- A. The Service Provider is required to house resident and perform related detention services in accordance with the most current edition of the ICE/DRO FRS (as modified). The links to the ICE/DRO FRS can be found here: <https://www.ice.gov/detain/detention-management/family-residential>. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE/DRO FRS.
- B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE FRS, the Service Provider's own manual (if it is approved for use by the Contracting Officer), and any additional training as required in any manuals or detention standards referenced in this Agreement.

Article VI. No Employment of Unauthorized Non-Citizens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ non-citizens unauthorized to work in the United States. Except for maintaining personal living areas, residents shall not be required to perform manual labor.

Article VII. Period of Performance

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed sixty (60) months unless extended by bi-lateral modification or terminated in writing by either party. Either party may terminate this Agreement upon one hundred and eighty (180) calendar day's written notice to the other party, or the Parties may agree to a shorter period under the procedures prescribed in Article X. In the event of a termination, the Service Provider will be paid for services provided to ICE up to and including the date of termination.

Article VIII. Inspections

The Facility and Service Provider's services shall be inspected in accordance with the following procedures:

- A. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Service Provider shall provide and maintain an inspection system acceptable to the Government covering the services under this Agreement. Complete records of all inspection work performed by the Service Provider shall be maintained and made available to the Government during performance and for as long afterwards as the Agreement requires.
- C. The Government has the right to inspect and test all services called for by the Agreement, to the extent practicable at all times and places during the term of the Agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the Government performs inspections or tests on the premises of the Service Provider or its subcontractor, the Service Provider shall furnish, and shall require subcontractors to furnish, at no increase in the Agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to the Agreement requirements, the Government may require the Service Provider to perform the services again in conformity with the Agreement requirements, at no increase in the Agreement amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Service Provider to take necessary action to ensure that future performance conforms to the Agreement requirements and (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Service Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Service Provider any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the Agreement for default.

Article IX. Inspection Reports

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

- B. Possible Termination: If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII and X.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Resident's Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any resident held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the resident's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the resident's discharge from the Service Provider's custody.
- E. Resident Privacy: The Service Provider agrees to Comply with the Privacy Act of 1974 ("Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

1. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
2. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
3. "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article X. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.
- B. Changes.
- (1) The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
 - (a) Description of services to be performed, including revisions to the detention standards;
 - (b) Quantity of services to be provided; or
 - (c) Place of performance of the services.
 - (2) If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer shall make an equitable adjustment in the agreement price and shall modify the Agreement accordingly.
 - (3) The Service Provider must assert its right to an adjustment under this Article within 90 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
 - (4) If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, those costs shall be disallowed when determining a revised rate, if any.
 - (5) Failure to agree to any adjustment shall be a dispute under the Disputes section of the Agreement. However, nothing in this Article shall excuse the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the Contracting Officer, the Contracting Officer will make a decision. If the Service Provider does not agree with the Contracting Officer's decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute. Neither party hereto waives any rights or remedies that it may have under federal or state law or in equity.

Article XI. RESIDENTIAL DAY RATE and ADJUSTMENT to the DAY RATE

- A. Residential Day Rate: In consideration for the Service Provider's performance under this Agreement, ICE shall make payment to the Service Provider for each resident accepted and housed by the Service Provider in accordance with the rate under Article III, paragraph A. This "residential day rate" is a per diem rate for the support of one resident per day and shall include the day of arrival but not the day of departure.
- B. The Service Provider, by execution of this Agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.
- C. Basis for Price Adjustment: Any adjustment will be from the Service Provider's previous fiscal year, based upon actual cost experience in providing the service and other factors (i.e., changes in resident population, staffing changes as a result of this Agreement). Adjustments are not retroactive.
- D. ICE shall reimburse the Service Provider at the residential day rate stated in Article III, paragraph A. The Parties may adjust the rate twelve (12) months after the effective date of the Agreement and no sooner than every twelve (12) months. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the residential day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a residential day rate adjustment that is supported by a completed Jail Services Cost Statement, the residential day rate as stated in this Agreement will control.
- E. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are **no** retroactive adjustment(s).
- F. Guard and transportation services shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for actual transportation and stationary guard services at the rates under Article III, paragraph F. Adjustments are not retroactive.
- G. Provided there is a separately funded line item in the task order, transportation mileage shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate in effect at the time of the transportation services. The mileage rate for this Agreement is listed under Article III, paragraph G. Adjustments are not retroactive.

Article XII. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make all payments by electronic funds transfer (EFT). The Service Provider shall identify its financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form, or by registration in Central Contractor Registration (CCR, www.ccr.gov). The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT

data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

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

a. **By mail:**

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-DRO-FOD-FAO Invoice

b. **By facsimile (fax): (include a cover sheet with point of contact & # of pages)**
802-288-7658

c. **By e-mail:**

██████████@dhs.gov

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

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of residential days;
- h. the daily rate;
- i. the total residential days multiplied by the daily rate;
- j. the name of each ICE resident;
- k. resident's A-number;
- l. specific dates of detention for each resident;
- m. an itemized listing of all other charges;
- n. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s) that was guarded.

Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the ICE Deportation office/COTR receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

Article XIII. Government Furnished Property

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

Article XIV. Hold Harmless and Indemnification Provisions

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

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law. The Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting residents/detainees on behalf of ICE.
- C. Defense of Suit: In the event a resident files suit against the Service Provider contesting

the legality of the resident's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article XV. IGSA/Financial Records

- A. Retention of Records: All IGSA and financial records including, but not limited to, supporting documents, statistical records, and other records, pertinent contracts, or subordinate agreements under this Agreement shall be retained by both parties hereto for three (3) years after the expiration of the Agreement for purposes of either party's examinations and audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access are not limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVI. Maintain Institutional Emergency Readiness

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of the Agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.
- B. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.
- C. Likewise, the Service Provider shall have in place, an internal corporate nation-wide

Staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this Agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility, when necessary.

- D. The emergency plans shall include provisions for emergency response by law enforcement agencies. The Facility shall have a plan to provide actions to be taken to ensure an immediate response by the nearest law enforcement agency who can provide emergency services up to and including disturbance control.
- E. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.
- F. The Contracting Officer and COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/residents 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 (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- G. Attempts to apprehend escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE 2020 FRS 1.1 Emergency Plans regarding "Missing Residents".
- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.
- I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the Facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of ICE Family Residential Standards regarding Use of Force.

XVII. Security Requirements

A. General

The Department of Homeland Security (DHS) has determined that performance of the tasks

as described in Agreement DROIGSA-10-0002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

B. Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

C. Background Investigations

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

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

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

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

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

D. Continued Eligibility

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

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

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

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

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

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

location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

E. Employment Eligibility

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

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

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

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

F. Security Management

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

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

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

G. Information Technology Security Clearance

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

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

H. Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

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

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

XVIII. Quality Control (to be incorporated as Attachment 2 of the Agreement)

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

The QCP shall:

1. Be implemented prior to the start of performance.
 2. Provide quality control services that cover the scope of the Agreement and implement proactive actions to prevent non-performance issues.
- B. A complete QCP addressing all areas of Agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the Contracting Officer for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.

- C. The QCP shall include, at a minimum:

1. Specific areas to be inspected on both a scheduled or unscheduled basis and the method of inspection.
 2. Procedures for written and verbal communication with the Government regarding the performance of the Agreement.
 3. Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
 4. The QCP shall contain procedures for investigation of complaints by the Service Provider and Government staff and feedback to the Government on the actions taken to resolve such complaints.
- D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.
- E. Failure by the Service Provider to maintain adequate quality control can result in monetary deductions based upon the schedule of deductions incorporated herein.

XIX. Contracting Officer's Technical Representative (COTR)

- A. The COTR shall be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe they have received direction that is not within scope of the Agreement; the Service Provider shall not proceed with any portion that is not within the scope of the Agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within scope.

XX. Labor Standards and Wage Determination

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is here by incorporated into this Agreement at Attachment 5. These standards and provisions are included in every contract over \$2,500, or in an indefinite amount, that is entered into by the United States, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by

the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement at Attachment 6.

XXI. Provision of Space to DHS

- A. Service Provider Responsibilities: The Service Provider shall provide suitable, office and administrative space, court and storage space for use by DHS and affiliated personnel. The Services Provider shall provide no less than 10,000 square feet of space.
- B. Services include: Insurance, sewer, refuse removal, heat, cooling, electricity, maintenance and repairs, janitorial service, janitorial supplies, pest extermination, parking, lawn maintenance, snow removal, reserves, and management.
- C. Terms of Occupancy: In accordance with the period of performance stated in Article VII (Period of Performance).

END OF DOCUMENT

**Female Facility
STATEMENT OF WORK**

1. Background

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

2. Objectives

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

3. Terms

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

- k. Individualized Needs Assessment/Service Plan: Includes (a) various initial intake forms; (b) essential data relating to the identification and history of the resident; (c) identification of the resident's special health and safety needs, including any specific problem(s) which appear to require immediate intervention; (d) a statement of religious preference and practice; and (e) identifying information regarding immediate family members, other relatives, or emergency contacts who may be residing in the United States.

- l. Medical/Mental Health Records: A separate set of records may be maintained and secured by the Service Provider. These records shall include, at minimum, the date and time of all medical examinations, and copies of standing or direct medical orders to the facility staff. Although medical records may be created and/or maintained by the Service Provider, its sub-Service Provider, or any other third party, all such records are the property of ICE and the Service Provider will provide adequate space for storage of such records.

- m. Policy/Standard: A definite written course or method of action which guides and determines present and future decisions and action.

- o. Restraint Devices: These include handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, leg weights, and chemical restraints. Staff may not use the restraints to lift or carry the resident. If feasible, an assistive device (e.g., ambulatory chair, gurney) will be used to help move a restrained resident. Staff may not use restraint equipment or devices (e.g., handcuffs):
 - 1) On a resident's neck or face, or in any manner that restricts blood circulation or obstructs the resident's airways (e.g. mouth, nose, neck, esophagus).
 - 2) To cause physical pain or extreme discomfort. While some discomfort may be unavoidable even when restraints are applied properly, examples of prohibited applications include: improperly applied restraints, unnecessarily tight restraints, "hog-tying," and fetal restraints (cuffed in front with connecting restraint drawn-up to create the fetal position).

Continuum of Control:

- 1) Under no circumstances shall staff use force to punish a resident.
 - 2) Staff shall attempt to gain a resident's willing cooperation before using force.
 - 3) Staff shall use only that amount of force necessary and reasonable to gain control of a resident.
- p. Residential Standards: ICE intends to use a modified version of the FRS as deemed applicable to this SOW. Once completed, this IGSA will be modified to incorporate these Residential Standards. For the purposes of this SOW, the following standards will apply:
- 1) FRS (Family Residential Standards): These standards are applicable with the exception of any and all references to children, families, or educational related activities. The review of these standards will give the Service Provider an overview of the expected operational practices for this SOW.

4. Program Scope and Services

a. Program Scope

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

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

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

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

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

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

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

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

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

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

b. Program Services

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

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

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

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

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

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

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

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

(4) Case Management

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

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

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

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

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

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

(8) Legal Services (Pro Bono)

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

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

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

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

Standards. Meals accommodating religious dietary restrictions shall be provided.

(10) Grievance Procedures

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

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

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

(11) Rules and Discipline Procedures

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

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

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

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

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

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

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

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

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

(14) Clothing, Linens, and Bedding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A log shall be maintained showing all deposit and withdrawal activity (e.g., cash, jewelry). The log shall include cash amount or item, date, resident's signature, preparing staff's signature, as well as a running balance of all cash transactions.

(b) A receipt voucher/request system shall be used for each cash transaction. The receipt voucher shall be signed by the person preparing the transaction, the resident, and the supervising staff person on duty. A copy shall be given to the resident and one shall be maintained in the resident's case file.

(c) Checks shall be maintained in the property bin.

(d) All valuables shall be maintained in a secured safe and all funds shall be maintained in a non-interest bearing bank account.

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

(a) Remote Custody Services

1) The Service Provider shall provide, under the direction of the COTR, remote custody services as may be required. The Service Provider shall be reimbursed for these services only when such services are directed by the COTR. The Service Provider shall not abandon any facility assignment to perform remote custody services.

2) Duties and responsibilities of this function shall be to remain with the resident at medical appointments, medical facilities to which the resident has been admitted, or at other locations as directed in writing by the COTR.

3) The Service Provider shall authorize one facility staff person of the same gender as the resident for each such remote custody service, unless additional facility staff persons are required at the discretion of the COTR.

(b) Transportation Services

1) The Service Provider shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as directed by the COTR.

2) The Service Provider shall perform medical transportation as needed, weekly, using two (2) staff persons per run, one (1) of which must be the same gender as the resident being transported.

3) The Service Provider shall use existing BCRC vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The Service Provider shall not allow employees to use their privately owned vehicles to transport residents.

4) Transportation routes and scheduling shall be accomplished in the most economical manner as approved by the COTR.

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

(d) The Service Provider shall, upon order of the COTR, or upon his/her own decision in an urgent medical situation, transport a resident to a hospital location. A facility staff person shall keep the resident under constant supervision 24 hours per day until the resident is ordered released from the hospital, or at the order of the COTR. The Service Provider shall then transport the resident to the facility.

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

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

c. Rights of Residents

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

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

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

national origin, sex, handicap, or political beliefs.

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

5) Program Management

a. Organizational Structure and Coordination

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

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

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

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

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

b. Media and Organizational Inquiries

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

c. Personnel/Staffing

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

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

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

(3) Programs shall ensure:

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

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

(c) Clear lines of authority and responsibility;

- (d) Professional staff available to provide program services according to State standards;
- (e) Staff available to provide structure and to coordinate and deliver all services required of the program;
- (f) Compliance of all staff responsible for direct resident supervision with the employee educational and/or experience levels that is commensurate with State standards;
- (g) Male staff, including those assigned to that post, knock to announce their presence prior to entering a housing unit;
- (h) All movement and activity of residents throughout the facility be supervised by staff responsible for direct resident supervision;
- (i) At no time shall there be all male staff on duty.
- (j) Staff training is in accordance with State standards, meeting minimum requirements of ICE residential standards for this SOW for hiring and training (Staff Training). The Service Provider shall submit a training policy and procedure including the standards. Certification of employee training/refresher training shall be provided to ICE annually. Staff is prohibited from providing any legal advice or counsel to residents in its care, and is expressly prohibited from hindering or interfering with a resident's custody arrangements or in the execution of final immigration court orders;

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

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

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

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

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

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

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

(5) Education and Background Requirements for Contract Residential Officers

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

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

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

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

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

(6) Removal from Duty

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

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

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

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

(c) The Service Provider shall not assign nor permit any employee to work under this contract more than a total of 16 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period. Should situations arise where an employee is required for more than 16 hours, the Service Provider shall obtain prior approval from the COTR. Exceptions shall only be granted on a case-by-case, situation-dependent basis.

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

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

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

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

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

e. **Physical Facility Plant**

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

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

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

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

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

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

f. Emergency and Safety Requirements

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

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

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

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

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

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

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

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

g. Program Reporting Requirements

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

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

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

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

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

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

h. Record Retention

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

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

6. ICE Coordination

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

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

7. Operating Constraints

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

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

Statement of Work Performance Criteria

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

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

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

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

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

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

Immigration and Customs Enforcement
Office of Detention and Removal Operations



Quality Assurance Surveillance Plan

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**QUALITY ASSURANCE SURVEILLANCE PLAN
for the
RESIDENTIAL CENTERS
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 contractor/service provider, and not the Government, is responsible for the day-to-day operation of the facility, the delivery of educational, medical and social services, 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 on-site representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the principle that the Government must validate that the contractor/service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of resident 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 ICE DRO Residential Standard. The PRS identifies performance standards grouped into ten 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 for assessing compliance in meeting Government standards.

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 Residential Standards. 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. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

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 describes 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 contractor/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 ensuring 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
- Education curricula (in accordance with state education criteria and standards) and child development records
- Records of legal and counseling services (with consideration of attorney-client confidentiality)
- 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 ICE DRO Residential Standard. The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

All Family Residential Facilities will have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet will help the COTR or designee assess overall performance, by reviewing specific items within the 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 residential health and welfare conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or residents. 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. All Family Residential sites will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with residents 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 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 residents 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, residents 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/she 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 resident 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; Resident cases admitted to a community hospital; 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 6 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/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 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. RESIDENT/MEMBER OF PUBLIC COMPLAINTS

The resident 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

Attachment 1- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Administration and Management (10 %) (Addresses facility policy development, internal inspection and reviews, resident records, administration and orientation, personal property and monies, release and accommodations for the disabled)</p>	<p>ICE DRO Residential Management Standard http://www.ice.gov/pi/familyresidential/index.htm Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07 Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02 Admission and Release/Orientation (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf Detainee Records/ Detention Files (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf Detainee Handbook (ICE Standard) http://www.ice.gov/pi/familyresidential/index.htm Internal Inspections and/or Reviews/ Detention Management & Control Program (ICE Standard)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<p>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</p> <ul style="list-style-type: none"> • 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 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>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.</p> <p>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.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA	
<p>Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health, pharmaceuticals, and dental services provided by the institution)</p>	<p>Funds & Personal Property (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf</p>					
	<p>Policy Development and Monitoring 4-ALDF-7D-06</p>					
	<p>ICE DRO Residential Management Standard (http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<p>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</p> <ul style="list-style-type: none"> • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>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.</p>	
	<p>Communicable Disease 4-ALDF-4C-14</p>					
	<p>Detainee Hunger Strikes (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/hungersrikes.pdf)</p>					
	<p>Experimental Research 4-ALDF-4D-18</p>					
	<p>Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf)</p>					
	<p>Suicide Prevention (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf)</p>					
	<p>Terminal Illness, Advanced Directives and Death (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf)</p>					

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Security and Control (25%) (Addresses post orders, permanent logs, security features, security inspections, control of contraband, resident searches, resident accountability, use of force, non-routine use of restraints, tool and equipment control, resident discipline, supervision for special housing, contingency and emergency plans.)</p>	Detainee Searches 4-ALDF-2C-01-06 Resident Census (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf Use of Physical Force (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf Transfer of Residents (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf Tool Control (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14 Discipline and Behavior Management (ICE Standard) http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behavior_management.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 contractor 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 6 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.

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf)				
	Continuand (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/continua.pdf)				
	Test Orders (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/pstorders.pdf)				
	Permanent Logs 4-ALDF-2A-11				
	Security Features (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/ky and lockcontrol.pdf)				
	Security Inspections and/or Reviews (ICE Standard) Sexual Assault 4-ALDF-4D-22-8 (http://www.ice.gov/doclib/pi/familyresidential/ssexual_abuse.pdf)				
FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Transportation/Land Transportation (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf)				
	Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14				

<p>Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to residents)</p>	<p>ICE DRO Residential Management Standard https://www.ice.gov/doclib/ifs/2020/24_KeyLaskControl.pdf <u>Environmental Health & Safety (ICE Standard)</u> http://www.ice.gov/doclib/pf/familyresidential/environmentalhealth_and_safety.pdf</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> • 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 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>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.</p> <p>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.</p>
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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Staff and Resident Communications and Dissemination (2.5%) (Addresses methods of communicating with residents, detention/correctional staff training in diversity, and the resident grievance process)</p>	<p><u>Detainee Grievances (ICE Standard)</u> (http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf)</p> <p><u>Diversity Training 4- ALDF-6A-08, 4-ALDF- 7B-10</u></p> <p><u>Resident and Staff Communication (ICE Standard)</u> (http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR.</p>	<ul style="list-style-type: none"> • 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 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>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.</p> <p>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.</p>
<p>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)</p>	<p><u>Environmental Health & Safety (ICE Standard)</u> (http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf)</p> <p><u>Personal Hygiene (ICE Standard)</u> (http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR.</p>	<ul style="list-style-type: none"> • 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 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>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.</p> <p>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.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA	
<p>Services and Programs (5%) (Addresses resident 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 resident mail and other correspondence, and visitation privileges)</p>	ICE DRO Residential	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR	<ul style="list-style-type: none"> 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 6 of the QASP)	<p>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.</p> <p>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.</p>	
	Management Standard http://www.ice.gov/puf/familyresidential/index.htm					
	Access to Legal Material (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/awilibraries.pdf					
	Classification, Review, and Housing (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/standard.pdf					
	Detainee Mail & Correspondence (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/correspondence.pdf					
	Group Legal Representation (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/egalrights.pdf					
	Marriage Requests (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/marriagerequests.pdf					
	Non-Medical Emergency Escorted Trips (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/escortedtripsformon_the_dicalemergency.pdf					
	Recreation (ICE Standard) http://www.ice.gov/doclib/pf/familyresidential/recreation.pdf					

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Religious Practices (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/r eligiouspractices.pdf)</p> <p>Telephone Access (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/t elephone_access.pdf)</p> <p>Voluntary Work Program (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/ housekeeping_and_volu ntarywork.pdf)</p> <p>Visitation Privileges (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/visitation.pdf)</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA	
Workforce Integrity (10%) (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	<ul style="list-style-type: none"> 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 6 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.	
	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 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
Discrimination Prevention (2.5%) (Addresses the adequacy of policies and procedures to prevent discrimination against residents 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	<ul style="list-style-type: none"> 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 6 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 <i>(Describe in Detail: Include reference in FWS / 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			



U.S. Immigration and Customs Enforcement

Detention and Removal Operations

Performance Monitoring Tool

Facility Name: _____ Month/Year: _____

Frequency	Definition/Standard	Rating A/D/R	Corrective Action Required/Comments	Date Due
D	1. Admission and Release			
W	A. ICE information is available for initial classification			
M	B. Medical screening taking place within timeframes			
	C. Inventory resident personal effects			
	D. Resident 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. Resident Classification System			
	A. All residents 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. Residents 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	T	TH	F	S	SUN	DEFINITION 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 resident			
								D. Incoming funds processed properly			
								Rules for correspondence and other mail posted in housing unit or common areas, and resident handbook			
								F. Facility has a system for residents to purchase stamps			
								SMU has same correspondence privileges as general population			
								5. Resident Handbook			
								A. Staff aware of handbook contents and follow procedures			
								Available in both English and Spanish and/or second most prevalent language			
								C. Handbook is updated as necessary			
								D. Orientation material available to illiterate residents			
								6. Detention Files			
								A. Detention file created for each new arrival			
								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	C	DEFINITION 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. Complete inventories of hazardous materials maintained			
				B. A complete list of MSDS readily accessible to staff and residents			
				C. Fire prevention/control/evacuation plan			
				D. Conduct fire/evacuation drills according to schedule/standard			
				E. Staff trained to prevent contact with blood and bodily fluids			
				F. Emergency generators are tested bi-weekly			
				G. Every employee and resident using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				H. Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
				I. Facility appears clean and well maintained			
				J. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			
				K.			

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

D	W	M	DEFINITION 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.	Residents 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 dietitian conducts nutritional analysis			
		H.	All menu changes documented			
		I.	Common fare menu for authorized residents			
		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.	Residents property searched for contraband			
		D.	Staff forward arriving residents medication to medical staff			
		E.	Resident 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 resident baggage & luggage are conducted, verified, and logged			

D	W	M	DEFINITION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
			14. Resident 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 resident grievance documented in detention file			
			15. Hold Rooms in Detention Facilities			
		A.	Residents are not held in hold rooms longer than 12 hours			
		B.	All residents pat searched prior to placement in hold room			
		C.	Maintain detention log for each resident in hold room			
		D.	Written evacuation plan posted for each hold room			
		E.	Hold rooms contain sufficient seating for the number of residents 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.	Residents 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 resident to medical if verbally refused or observed refusing to eat beyond 72 hours			

D	W	M	DEFENTION 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			
			Emergency keys are available for all areas of the facility			
			B. Chit system used to issue security equip./keys/radios			
			C. Policy regarding restricted keys present and followed by staff			
			D. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
			E. Locks and locking devices are continually inspected, maintained, and inventoried			
			F. 18. Access to Legal Material			
			A. Adequate equipment is available for residents			
			B. Legal materials/law library current and available for residents			
			C. Resident access provided to include SMU			
			D. Denials documented			
			E. Schedule for use implemented 5 hours weekly per resident			
			F. Access to legal material within 24 hours of written request			
			G. Indigent residents provided free stamps/envelopes for legal matters			
			H. 19. Group Presentations on Legal Rights			
			ICE/DRO approved videos played for all incoming residents			
			I. Posters announcing presentation appear in common areas at least 48 hours prior to presentation			

D	W	M	DEFINITION STANDARDS	Rating A/D/R	Corrective Action Required Comments	Due Date
			J. Residents in SMU receive separate presentation			
			Facility ensures adequate presentations so all residents 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 residents 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 resident			
			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			

D	W	M	DEFINITION STANDARDS	Rating A/D/R	Corrective Action Required Comments	Due Date
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D	W	M	C	DEFINITION 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.	Residents are allowed to engage in religious services			
			B.	Authorized religious items are allowed in resident possession			
				27. Special Management Unit (Administrative Segregation)			
			A.	Written order accompany resident placed in SMU			
			B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
			C.	Residents in SMU have access to legal materials			
			D.	Residents in SMU retain visiting privileges			
			E.	Maintain a permanent log regarding resident related activities			
			F.	SMU phone access same as general pop unless exception is made			
			G.	Residents 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 resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			

D	W	M	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			Residents 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, residents are provided weather-appropriate equipment and attire			
		J.	When a resident 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			
		K.	28. Special Management Unit (Disciplinary Segregation)			
		A.	Written order accompany resident placed in SMU			
		B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
		C.	Admin SMU residents enjoy same privileges as gen pop			
		D.	Residents in SMU have access to legal materials			
		E.	Residents in SMU retain visiting privileges			
		F.	Maintain a permanent log regarding resident related activities			
		G.	Written order accompany resident placed in disciplinary SMU			
		H.	Residents in disciplinary SMU have access to legal materials			
		I.	Residents in disciplinary SMU retain visiting privileges			
		J.	Disciplinary SMU phone access limited to legal/consular calls			
		K.	Residents 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	DEFENTION STANDARDS	Rating A/D/R	Corrective Action Required Comments	Due Date
			The facility administrator (or designee) visits each SMU daily			
		L.	A health care provider visits every resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			
		M.	Residents 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, residents are provided weather-appropriate equipment and attire			
		N.				
			29. Staff-Resident Communication			
		A.	Housing unit rounds conducted daily by security staff			
		B.	Housing unit rounds conducted daily by Deportation Staff			
		C.	Resident requests answered within 72 hours			
		D.	ICE SDC visit schedules are posted in housing unit			
		E.	Request forms are available to residents			
		F.	There is a secure box available for residents 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	DEFINITION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			Staff observes and documents the status of a suicide-watch resident at least once every 15 minutes			
			31. Telephone Access			
			A. Upon intake, residents 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 residents			
			H. Special access calls are available to residents			
			I. Notification of telephone monitoring posted by unit phones			
			32. Terminal Illness, Advanced Directives, and Death			
			A. Residents 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 residents			
			D. Inventory made of all tools by contractors prior to enter and exit			

D	W	M	DEFINITION 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. Resident Transfer			
			A. Resident provided with resident transfer notification form			
			B. Health records/transfer summary accompany resident			
			C. Funds and personal property accompany resident			
			D. A-File/work folder accompany resident			
			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			
			C. Transporting officers limit driving time to 10 hours in any 15 hour period when transporting residents			
			D. Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting residents			
			E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			

D	W	M	DEFENSE STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
			F. 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. Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
			D. Resident 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 4 point restraints			
			H. Medical staff consulted prior to deploying OC spray in calculated use of force situations			
			I. All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
			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 resident housing			

D	W	M	DEFINITION 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 residents			
			D. Residents are medically screened to participate			
			E. Residents receive proper training and safety equipment			
			F. Resident housekeeping meets standards for neatness, cleanliness and sanitation			
			39. Juvenile Education			
			A. Classrooms are equipped, including desks, chairs, grade-appropriate text books, activity supplies, chalk boards and audio/visual equipment.			
			B. Lesson plans are in place and have clearly stated objectives and measures for student performance.			
			C. Curricula and materials meet US Dept. of Education, state and county requirements.			
			D. At least one hour of daily grade-appropriate instruction is provided in the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education.			
			E. Teacher credentials meet state English as a Second Language (ESL) requirements.			
			F. Teachers identify, address and refer counseling and special needs of students.			

Attachment 3 to IGSA

TITLE 29--LABOR

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b) (1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove

the action or render a final determination in the event of disagreement

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b) (2) (i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g) (1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator

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or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k) (1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page 44]] 30, 1976, and

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any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$17.08
GS-07	\$21.06

Search current rates at <http://www.opm.gov/oca/08tables/>

(1) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n) (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue

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of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2) (b) (1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program

registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

- Paragraph	OMB control number
(b) (2) (i)--(iv).....	1215-0150
(e).....	1215-0150
(g) (1) (i)--(iv).....	1215-0017
(g) (1) (v), (vi).....	1215-0150

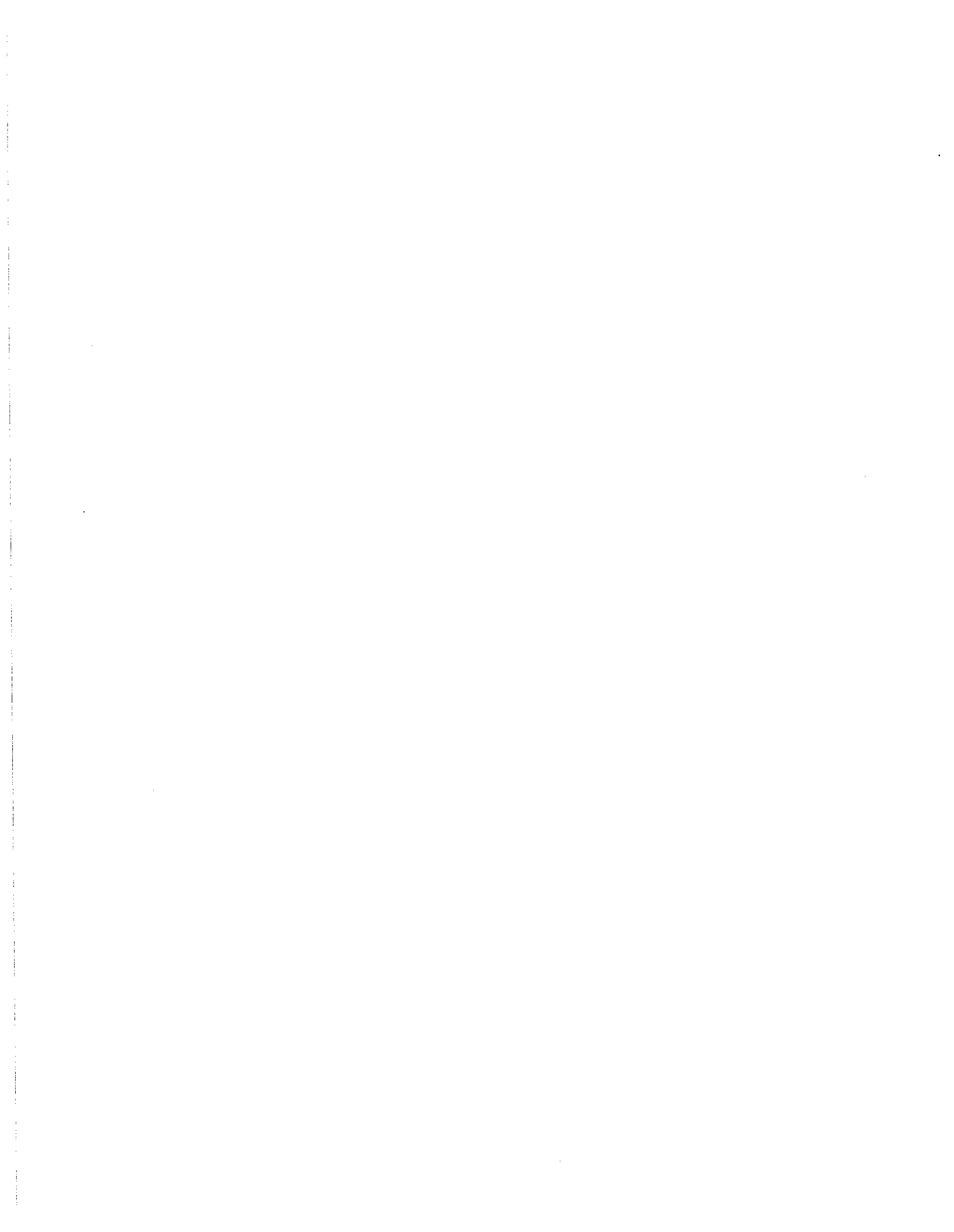
DROIGSA-10-0003

(l) (1), (2).....	1215-0150
(q) (3).....	1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at
61 FR 68663, Dec. 30, 1996]

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ATTACHMENT 4 – FAMILY RESIDENTIAL STANDARDS/PBNDS LISTING



2. AMENDMENT/MODIFICATION NO. P00029 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2
 6. ISSUED BY CODE 70CDCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR

DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY INC ATTN [REDACTED] 633 COURT STREET READING PA 196014310
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x DROIGSA-10-0003
 10B. DATED (SEE ITEM 13) 03/30/2010
 CODE 0432518830000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED] 267) 479-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED] 2-924-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED] 202-923-[REDACTED]@ice.dhs.gov

The purpose of this modification is to perform the following:

- 1) Update Section XVII Security Requirements within Attachment 1 - Statement of Work.
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Commissioner Chair
 15B. DATE SIGNED 11/18/21
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
 16B. UNITED STATES OF AMERICA [REDACTED] SIGNED
 (Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable ATTEST: [REDACTED] Chief Clerk

Date: 11/18/21

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Incorporate Attachment 2 - Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.</p> <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 02/01/2012 to 02/01/2023 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

RESOLUTION NO. 416-2021

BE IT RESOLVED AND IT IS HEREBY RESOLVED that the Berks County Board of Commissioners hereby authorizes [REDACTED] Chair to execute amendment/modification # P00029 between Berks County and US Immigration and Customs Enforcement to update Section XVII Security Requirements and incorporate Adequate COVID-19 Safety Protocols for Federal Contractors subject to final review and approval of the terms and conditions by the County Solicitor. All other terms and conditions of the contract remain unchanged.

ADOPTED THIS 18TH DAY OF NOVEMBER, 2021.

COUNTY OF BERKS

[REDACTED]
[REDACTED]ir

[REDACTED]
[REDACTED] Commissioner

[REDACTED]
[REDACTED] Commissioner

Attest:

[REDACTED]
[REDACTED]ef Clerk

[REDACTED] Commissioner

2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192122FPA00000002.2	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERKS COUNTY OF ATTN [REDACTED] 633 COURT STREET READING PA 196014310	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003
		10B. DATED (SEE ITEM 13) 03/30/2010
CODE 0432518830000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

DUNS Number: 043251883

CONTACT INFORMATION:

COR: [REDACTED], (267) 479-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] (717) 747-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED] 202-924-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED], 202-923-[REDACTED]@ice.dhs.gov

The purpose of this modification is to create an 'Other Direct Costs' (ODC) CLIN under this IGSA.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] TEL: 202-924-[REDACTED] EMAIL: [REDACTED]@ice.dhs.gov
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-10-0003/P00030

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY OF

ITEM NO (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Accordingly, the following ODC CLIN will commence as follows:</p> <ol style="list-style-type: none">1. ODC CLIN will be numbered 00042. Expenses will be reimbursed at cost3. Funding will be provided at task order level <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 02/01/2012 to 02/01/2023 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				