

Scott Davis

From: Jill Grant <JGrant@ica-farmville.com>
Sent: Monday, September 18, 2023 10:14 AM
To: Scott Davis
Subject: RE: Modification to Extend IGSA No. DROIGSA-08-0021
Attachments: 6.1-P00001-Executed Modification Document.pdf

Hello, Scott,
Here is the fully executed document.
Let me know if you need anything else.
Thanks.
Jill

From: Scott Davis <sdavis@Farmvilleva.com>
Sent: Monday, September 18, 2023 9:14 AM
To: Jill Grant <JGrant@ica-farmville.com>
Subject: RE: Modification to Extend IGSA No. DROIGSA-08-0021

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you have concerns, please contact the IT Department.

Can you please send me a copy of this with DHS signature? Thanks.

Scott

From: Jill Grant <JGrant@ica-farmville.com>
Sent: Friday, September 15, 2023 9:24 AM
To: Scott Davis <sdavis@Farmvilleva.com>
Subject: RE: Modification to Extend IGSA No. DROIGSA-08-0021

Thank you.

From: Scott Davis <sdavis@Farmvilleva.com>
Sent: Friday, September 15, 2023 8:44 AM
To: Jill Grant <JGrant@ica-farmville.com>
Subject: RE: Modification to Extend IGSA No. DROIGSA-08-0021

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Thanks, Jill.

Scott

From: Jill Grant <JGrant@ica-farmville.com>
Sent: Thursday, September 14, 2023 5:19 PM
To: Scott Davis <sdavis@Farmvilleva.com>
Subject: Fwd: Modification to Extend IGSA No. DROIGSA-08-0021

Hello, Scott,
See attached.
Please sign and return at your earliest convenience if the document is acceptable.
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Jill

Sent from my iPhone

Begin forwarded message:

From: "Kurtz, John" <John.Kurtz@ice.dhs.gov>
Date: September 14, 2023 at 5:04:17 PM EDT
To: Duane Ragsdale <DRagsdale@ica-farmville.com>, "Russell B. Harper" <RHarper@ica-farmville.com>
Cc: Jill Grant <jgrant@ica-farmville.com>, Jeffrey Crawford <JCrawford@ica-farmville.com>, "Somppi, Ian" <Ian.Somppi@ice.dhs.gov>, "Mills, Todd E" <Todd.E.Mills@ice.dhs.gov>
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Thanks, and let me know of any questions.

Very Respectfully,

John L. Kurtz
Contracting Officer
DHS | ICE | M&A | OAQ | DCR
Mobile: (202) 993-1101
Email: john.kurtz@ice.dhs.gov

From: Duane Ragsdale <DRagsdale@ica-farmville.com>

Sent: Thursday, September 14, 2023 12:51 PM

To: Kurtz, John <john.kurtz@ice.dhs.gov>

Cc: Jill Grant <JGrant@ica-farmville.com>; Russell B. Harper <RHarper@ica-farmville.com>; Jeffrey Crawford <JCrawford@ica-farmville.com>

Subject: ICA/Town of Farmville IGSA

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Duane Ragsdale
COO
Board of Directors
ICA Farmville Detention Center

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From: Scott Davis
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To: Jackie Vaughan
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Please file the attached with contracts for ICA. Thanks.

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Duane Ragsdale
COO
Board of Directors
ICA Farmville Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2

2. AMENDMENT/MODIFICATION NO.

PC0048

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
500 12th St SW
WASHINGTON DC 20024

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
500 12th St SW
Washington DC 20024

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

FARMVILLE TOWN OF
P O BOX 368
FARMVILLE VA 239010368

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-08-C021/

10B. DATED (SEE ITEM 13)

09/22/2008

CODE NK42VFPNVLU6

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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:
X	D. OTHER (Specify type of modification and authority) Administrative Modification

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.)


UEI: NK42VFPNVLU6
COR: Todd Mills, 703-285-6225, Todd.Mills@ice.dhs.gov.
Contracting Officer: John Kurtz, 202-993-1101, John.Kurtz@ice.dhs.gov.
Contract Specialist: Musa Kamara, 202-731-7089, Musa.Kamara@ice.dhs.gov.

The purpose of this modification is to extend the period of performance of this agreement to 09/30/2023.

The following Department of Labor Wage Determinations are also incorporated into this modification:

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)
C. Scott Davis Town Manager	JOHN KURTZ
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
 (Signature of person authorized to sign)	9/15/2023
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
JOHN L KURTZ Digitally signed by JOHN L KURTZ Date: 2023.09.15 09:57:40 -0400 (Signature of Contracting Officer)	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0021//P00048

NAME OF OFFEROR OR CONTRACTOR
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>- Fairfax County, VA: Wage Determination No. 2015-4281, revision 27, dated 06/30/2023.</p> <p>- Norfolk County, VA: Wage Determination No. 2015-4341, revision 24, dated 06/30/2023.</p> <p>- Prince Edward County, VA: Wage Determination No. 2015-4323, revision 26, dated 06/30/2023.</p> <p>- Chesterfield County, VA: Wage Determination No. 2015-4313, revision 23, dated 06/30/2023.</p> <p>- Harrisonburg County, VA: Wage Determination No. 2015-4309, revision 22, dated 06/30/2023.</p> <p>- Roanoke County, VA: Wage Determination No. 2015-4315, revision 23, dated 06/30/2023.</p> <p>These wage determinations are effective 09/16/2023. The Contractor shall notify the Contracting Officer of any increase claimed within 30 days after receipt of this modification. Period of Performance: 09/15/2008 to 09/30/2023 All other terms and conditions of this IGSA remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 2
2. AMENDMENT/MODIFICATION NO. PC0048	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE NK42VFPNVLU6 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO DROIGSA-08-C021/	10B. DATED (SEE ITEM 13) 09/22/2008

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Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print) C. Scott Davis Town Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN KURTZ
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/15/2023
16B. UNITED STATES OF AMERICA JOHN L KURTZ Digitally signed by JOHN L KURTZ Date: 2023.09.15 09:57:40 -04'00'	16C. DATE SIGNED

Previous edition unusable

CONTINUATION SHEET

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DROIGSA-08-0021//P00048

NAME OF OFFEROR OR CONTRACTOR
FARMVILLE TOWN OF

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COO
Board of Directors
ICA Farmville Detention Center

Scott Davis

From: Julie Moore
Sent: Friday, September 15, 2023 8:03 AM
To: Scott Davis
Cc: Carol Anne Seal; Lisa Shepherd; Cheryl Morreim
Subject: ICA Transportation

Scott,

Please approve the ICA Transportation wire at your earliest convenience.

Thanks!

Julie A. Moore, CPA, CFE, CGFM
Director of Finance
Town of Farmville
P.O. Drawer 368
Farmville, Virginia 23901
(434) 392-3333
(434) 392-6135 (Fax)
jmoore@farmvilleva.com

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To: Duane Ragsdale <DRagsdale@ica-farmville.com>, "Russell B. Harper" <RHarper@ica-farmville.com>
Cc: Jill Grant <jgrant@ica-farmville.com>, Jeffrey Crawford <JCrawford@ica-farmville.com>, "Somppi, Ian" <Ian.Somppi@ice.dhs.gov>, "Mills, Todd E" <Todd.E.Mills@ice.dhs.gov>
Subject: Modification to Extend IGSA No. DROIGSA-08-0021

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you have concerns, please contact the IT Department.

Hi Folks –

Attached you will find the draft modification extending the period of performance of the current IGSA to 09/30/2023 (14 days).

This modification will require signature from the Town of Farmville before I can finalize it.

Thanks, and let me know of any questions.

Very Respectfully,

John L. Kurtz
Contracting Officer
DHS | ICE | M&A | OAQ | DCR
Mobile: (202) 993-1101
Email: john.kurtz@ice.dhs.gov

From: Duane Ragsdale <DRagsdale@ica-farmville.com>

Sent: Thursday, September 14, 2023 12:51 PM

To: Kurtz, John <john.kurtz@ice.dhs.gov>

Cc: Jill Grant <JGrant@ica-farmville.com>; Russell B. Harper <RHarper@ica-farmville.com>; Jeffrey Crawford <JCrawford@ica-farmville.com>

Subject: ICA/Town of Farmville IGSA

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please use the Cofense Report Phishing button to report. If the button is not present, click [here](#) and follow instructions.

Good afternoon John,

Jill informed you in an earlier email this morning of a potential issue with the Town of Farmville that we became aware of only yesterday. We met with the Mayor and Town Manager today and, unfortunately, the results of that meeting were not positive and the issue is a significant one. We would like to schedule a call with you this afternoon, if possible, to discuss the details of the situation. Could you be available for a two-o'clock call? If that does not fit your schedule, please let us know a time that works.

Thank you.

Best,

Duane Ragsdale

COO

Board of Directors

ICA Farmville Detention Center

2. AMENDMENT/MODIFICATION NO. P00048	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/
CODE NK42VFPNVLU6 FACILITY CODE		10B. DATED (SEE ITEM 13) 09/22/2008

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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:
X	D. OTHER (Specify type of modification and authority) Administrative Modification

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.)
 JEI: NK42VFPNVLU6
 COR: Todd Mills, 703-285-6225, Todd.Mills@ice.dhs.gov.
 Contracting Officer: John Kurtz, 202-993-1101, John.Kurtz@ice.dhs.gov.
 Contract Specialist: Musa Kamara, 202-731-7089, Musa.Kamara@ice.dhs.gov.

The purpose of this modification is to extend the period of performance of this agreement to 09/30/2023.

The following Department of Labor Wage Determinations are also incorporated into this modification:

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) JOHN KURTZ
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0021//P00048

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>- Fairfax County, VA: Wage Determination No. 2015-4281, revision 27, dated 06/30/2023.</p> <p>- Norfolk County, VA: Wage Determination No. 2015-4341, revision 24, dated 06/30/2023.</p> <p>- Prince Edward County, VA: Wage Determination No. 2015-4323, revision 26, dated 06/30/2023.</p> <p>- Chesterfield County, VA: Wage Determination No. 2015-4313, revision 23, dated 06/30/2023.</p> <p>- Harrisonburg County, VA: Wage Determination No. 2015-4309, revision 22, dated 06/30/2023.</p> <p>- Roanoke County, VA: Wage Determination No. 2015-4315, revision 23, dated 06/30/2023.</p> <p>These wage determinations are effective 09/16/2023. The Contractor shall notify the Contracting Officer of any increase claimed within 30 days after receipt of this modification. Period of Performance: 09/15/2008 to 09/30/2023 All other terms and conditions of this IGSA remain unchanged.</p>				

Scott Davis

From: Julie Moore
Sent: Wednesday, September 13, 2023 2:38 PM
To: Scott Davis
Subject: ICA Information.xlsx
Attachments: ICA Information.xlsx

See if this was what you were wanting.

Thanks! Julie

ICA Data

Year	Per Diem	Real Estate	Personal Property Tax
FY23	182,500.00	35,604.14	10,371.38
FY22	167,000.00	35,604.14	13,599.38
FY21	182,500.00	17,652.00	11,092.88
FY20	210,670.00	17,652.00	11,382.00
FY19	259,016.00	17,652.00	11,506.50

Business License	Water/Sewer Billings
96,004.42	38,509.46
98,148.98	22,518.97
95,420.98	114,042.79
101,127.07	323,220.86
95,390.67	333,170.70

Scott Davis

From: Scott Davis
Sent: Wednesday, September 13, 2023 1:02 PM
To: Jill Grant
Cc: Jackie Vaughan; Brian Vincent
Subject: RE: New IGSA (Town of Farmville) for Final Review & Signature
Attachments: Intergovernmental Service Agreement (IGSA).pdf; Attachment 01 - Title 29, Part 4 Labor Standards for Federal Service Contracts.pdf; Attachment 02 – Wage Determinations.pdf; Attachment 03 - Quality Assurance Surveillance Plan and Performance Requirements Summary.pdf; Attachment 03A - Contract Discrepancy Report (CDR) Template.pdf; Attachment 04 - Quality Control Plan.pdf; Attachment 05 - Prison Rape Elimination Act (PREA) Regulations.pdf; Attachment 06 - Detention-Transportation Invoice Supporting Documentation Template.xlsm; Attachment 07 - Employment Screening Requirements.pdf; Attachment 08 - ICE Privacy, Records Management, and Safeguarding of Sensitive Information.pdf; Attachment 09 - Physical Plant Requirements.pdf; Attachment 10 - Transportation Requirements.pdf; Attachment 10A - Anticipated Transportation Routes.xlsx; Attachment 11 - Virtual Attorney Visitation.pdf; Attachment 12 - Transgender Requirements.pdf; Attachment 13 - Staffing Plan.pdf; Attachment 14 - Performance Work Statement (PWS).pdf; Attachment 15 – DHS Fleet Card Manual.pdf; Attachment 16 – List of Authorized Government Vehicles.pdf; Attachment 17 – Official Detail Form.docx; Attachment 18 – Use of Government Owned Vehicles.pdf; Attachment 19 – Hold Harmless and Indemnity Agreement.pdf; Attachment 20 – Legal Orientation Program Initiative.pdf; Standard Form 1449 (70CDCR23DIG000003).pdf

Jill,

I am confused a little. How does ICA negotiate the IGSA when it is between the Town and DHS? I can't sign contracts without Town Council approval. Tonight is the regular meeting for this month, and I cannot put an item on the agenda the afternoon of the meeting.

Also, it was my understanding from a conversation between two parties, one from the Town and one from ICA, that the negotiation had nothing to do with the Town in that it wasn't the IGSA but a type of operations agreement.

I am being asked to sign documents without having any knowledge of what all these forms mean and no time for legal to review on behalf of the Town. I am not signing forms without due diligence of understanding these agreements and the Town Council approving them.

Best regards,

Scott



C. Scott Davis, LP.D., ICMA-CM

Town Manager

P.O. Drawer 368 | 116 N. Main Street
Farmville, VA 23901

Office: 434.392.5686



Fax: 434.392.3160

sdavis@farmvilleva.com

www.farmvilleva.com

From: Jill Grant <JGrant@ica-farmville.com>
Sent: Wednesday, September 13, 2023 12:29 PM
To: Scott Davis <sdavis@Farmvilleva.com>
Cc: Jackie Vaughan <jvaughan@farmvilleva.com>
Subject: FW: New IGSA (Town of Farmville) for Final Review & Signature
Importance: High

Hello, Scott,

Attached is the contract renewal.

John has noted where you need to sign his email below.

Our current contract expires on Friday so a speedy reply is needed. I apologize for the short notice. We have been going back and forth with ICE and just received the final document today. John has asked when you think you can return the contract to us with signature. Please let me know so I can report back to him.

If you have questions, please let me know.

Thanks.

Jill

From: Kurtz, John <John.Kurtz@ice.dhs.gov>
Sent: Tuesday, September 12, 2023 6:53 PM
To: Jill Grant <JGrant@ica-farmville.com>
Cc: Somppi, Ian <Ian.Somppi@ice.dhs.gov>; Mills, Todd E <Todd.E.Mills@ice.dhs.gov>
Subject: New IGSA (Town of Farmville) for Final Review & Signature
Importance: High

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you have concerns, please contact the IT Department.

Hi Jill –

We are still waiting on the final approval from ERO to award this new IGSA. However, keeping in mind our short window of time, I'm sending you all of the finalized documentation, which is ready for review and, can be signed by the Town Manager of Farmville, C. Scott Davis.

One change to note regarding the CLIN structure – ERO requested separate and additional CLINs to distinguish between transportation and stationary guards for both overtime and regular time rates. This is reflected in the attached SF 1449.

Scott will need to sign the following documents:

1. Block 30b of the attached SF 1449.
2. On the signature line noted on pg. 3 in the IGSA document.

ICA will need to sign attachment 19, Hold Harmless and Indemnity Agreement.

Thank you and let me know of any questions.

Very Respectfully,

John L. Kurtz
Contracting Officer
DHS | ICE | M&A | OAQ | DCR
Mobile: (202) 993-1101
Email: john.kurtz@ice.dhs.gov



70CDCR23DIG000003
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
Town of Farmville, Virginia

This Intergovernmental Service Agreement (“agreement”) is entered into between United States Department of Homeland Security (“DHS”), Immigration and Customs Enforcement (“ICE”) and Farmville, Town of (“service provider” or “contractor”) for the detention and care of detainees (also referred to as “noncitizens” and “detained noncitizens”). The term “parties” is used in this agreement to refer jointly to ICE and the service provider.

AGREEMENT SUMMARY:

The service provider shall provide detention services for detainees at the following facility:

**Farmville, Town of
116 N. Main St.
Farmville, VA 23901**

The service provider shall house detainees and perform related detention services, at a minimum, in accordance with Performance Base National Detention Standards (PBNDS) 2011 with 2016 Revisions. The standards are available at <https://www.ice.gov/detain/detention-management/2011>.

The service provider shall provide ICE with up to **736** adult **male and female** beds.

The agreement will remain in effect for a period not to exceed 60 months unless extended by bilateral modification or terminated in writing by either party in accordance with the terms of Article 13 of this agreement. The period of performance for this agreement is **September 16, 2023, to September 15, 2028**.

Authorized Negotiator: The following individual is appointed as the service provider’s authorized negotiator with full authority to bind the service provider regarding this agreement. The authorized negotiator must be an employee of the service provider (prime).

Name: C. Scott Davis
Title: Town Manager
Email Address: sdavis@farmvilleva.com
Phone: 434-392-5686

Documents

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Standard Form 1449 (70CDCR23DIG000003)
- B. Intergovernmental Service Agreement (IGSA)

Attachments

- Attachment 01 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 02 – Wage Determinations
- Attachment 03 – Quality Assurance Surveillance Plan and Performance Requirements Summary
 - Attachment 03A –Contract Discrepancy Report (CDR) Template
- Attachment 04 – Quality Control Plan
- Attachment 05 – Prison Rape Elimination Act (PREA) Regulations
- Attachment 06 – Detention-Transportation Invoice Supporting Documentation Template
- Attachment 07 – Employment Screening Requirements
- Attachment 08 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 09 – Physical Plant Requirements
- Attachment 10 – Transportation Requirements
 - Attachment 10A – Anticipated Transportation Routes
- Attachment 11 – Virtual Attorney Visitation
- Attachment 12 – Transgender Requirements
- Attachment 13 – Staffing Plan
- Attachment 14 – Performance Work Statement (PWS)
- Attachment 15 – DHS Fleet Card Manual
- Attachment 16 – List of Authorized Government Vehicles
- Attachment 17 – Official Detail Form
- Attachment 18 – Use of Government Owned Vehicles
- Attachment 19 – Hold Harmless and Indemnity Agreement
- Attachment 20 – Legal Orientation Program Initiative

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

John Kurtz
Contracting Officer (CO)

Signature: _____

Date: _____

ACCEPTED:

Farmville, Town of

C. Scott Davis
Town Manager

Signature: _____

Date: _____

Intergovernmental Service Agreement

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Article 1. Purpose

- A. **Purpose:** The purpose of this IGSA is to establish an agreement between ICE and the service provider for the provision of the necessary physical structure, equipment, facilities, personnel, and services to provide a program of care in a secure environment under the authority of the Immigration and Nationality Act, as amended, 8 U.S.C. § 1103(a)(11)(A).

All persons in the custody of ICE are detained noncitizens. This term recognizes that ICE detained noncitizens are not charged with criminal violations and are only held in custody to ensure their presence throughout the administrative hearing process and to assure their presence for removal from the US pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals, or other Federal judicial bodies.

- B. **Responsibilities:** This agreement sets forth the responsibilities of ICE and the service provider. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the agreement and ensure that the safekeeping, housing, subsistence, medical, and other program services provided to ICE detainees housed in the facility are consistent with ICE’s civil detention authority, IGSA requirements, ICE standards incorporated and referenced in this agreement, and all applicable state and local laws. The service provider must perform satisfactorily as described in the QASP to receive payment from ICE at the rate prescribed below.
- C. **Rates:** This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the facility operating charge and/or bed day rate. ICE will be responsible for reviewing and approving the costs associated with this agreement, and any subsequent modifications, in accordance with all applicable federal procurement laws, regulations and standards in determining the facility operating charge and bed day rate.

Pricing Structure

Facility Operating Charge (Year 1)	\$2,745,648.00	per month
Bed Day Rate 0 - 264 (Year 1)	\$ 25.29	per detainee
Facility Operating Charge (Year 2 – 5)	\$2,546,481.00	per month
Bed Day Rate 0 - 459 (Year 2 – 5)	\$ 14.55	per detainee
Bed Day Rate 460 - 736 (Year 2 – 5)	\$ 27.16	per detainee
Detainee Work Program Reimbursement	\$ 1.00	per day

Transportation

The associated Standard Form 1449 provides all transportation related costs.

Virtual Attorney Visitation

Initial Infrastructure Costs	\$ 84,500	one-time cost
------------------------------	-----------	---------------

** Note: Included in FOC.*

Legal Orientation Program Initiative

No additional costs were proposed for this initiative.

The “Facility Operating Charge” is defined as all costs that are fixed for providing services to ICE based on the expected usage of the facility. The price shall be firm fixed price and invoiced on a monthly basis.

The “Bed Day” is defined as general costs associated with one person per day. The service provider shall bill for the date of arrival but not the date of departure.

The service provider shall not charge for costs that are not directly related to the housing and detention of noncitizens. Such unallowable costs include but are not limited to:

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

- D. ICE will not be responsible for paying any costs if ICE is unable to use the facility 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, flood, court orders, extraordinary severe weather and failure to perform in accordance with ICE standards incorporated into this agreement.

Article 2. ICE Detention Standards and Other Applicable Standards

- A. The standards applicable to this agreement are referenced on page 1. DHS and ICE inspectors will conduct periodic inspections of the facility to assure compliance with ICE standards.
- B. Should a change in the standards identified herein result in a documentable financial impact to the service provider, the service provider must notify the Contracting Officer

(CO) within 5 business days of receipt of the change and request to negotiate a change in the bed day or other rates.

- C. The service provider shall comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) or Core Jail Standards and supplements, and the National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails. Some ACA/NCCHC standards are augmented by ICE policy and/or procedures. For ACA accreditation information, see Article 29 which is applicable to dedicated facilities only.
- D. The service provider shall also comply with the requirements of Subpart A and Subpart C of the U.S. Department of Homeland Security Regulation titled “*Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities*,” title 6 Code of Federal Regulation (C.F.R.) part 115 (DHS PREA)/79 Fed. Reg. 13100 (Mar. 7, 2014), and Attachment 06 to this agreement. If any requirements of the DHS PREA standards conflict with the terms of the 2011 PBNDS (revised 2016), the DHS PREA standards shall prevail.
- E. Order of Precedence: In instances where other standards conflict with ICE policy or Standards, ICE policy and standards take precedence. If the service provider believes there is an apparent conflict in standards, the service provider shall immediately seek clarification and a determination by the CO.

Article 3. Covered Services

- A. Access: The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

If applicable, the service provider shall ensure that adequate administrative space in accordance with the physical plant requirements is provided for ICE. The physical plant requirements are included in the attachments of this agreement.

- B. Basic Needs: The service provider shall provide ICE detained noncitizens with safekeeping, housing, subsistence, medical and other services in accordance with this agreement. In providing these services, the service provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be consistent with ICE detention standards and polices. All service providers are required to comply with Enforcement and Removal Operations (ERO) COVID-19 Pandemic Response Requirements (PRR). Current ERO COVID-19 requirements can be found on ICE’s public facing website, www.ICE.gov.
- C. Staffing: The number, type and distribution of staff as described in the IGSA-staffing plan shall be maintained throughout the term of the IGSA. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO and the Contracting Officer’s Representative (COR), for approval prior to implementation and incorporation into this IGSA. Staffing levels shall not fall below a

monthly average of 85% for custody staff, 80% for health services staff, and 85% for all other departments of the approved staffing plan. The approved staffing levels for detention officers shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate. If the service provider does not provide health services, the health services staffing level does not apply.

Each month, the service provider shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 calendar days. Failure to fill any individual position within 120 calendar days of the vacancy may result in a deduction from the monthly invoice.

Article 4. On-Call Guard Services

- A. The service provider agrees to provide on-call guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR. Qualified detention officer personnel employed by the service provider under its policies, procedures, and practices will perform such services. The service provider agrees to augment such practices as may be requested by CO or COR to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Visitation is prohibited unless authorized in advance by the COR.
- B. The service provider shall provide two officers for each such remote locations, unless additional officers are required, per the direction of the COR or designated ICE officer. Except in cases of an emergency, one of the two above referenced officers shall be of the same sex as the detainees being assigned to the remote location. The service provider shall not pull officers off of posted positions in order to fill on-call guard services. All post positions shall be filled and shall not be left vacant in order to meet on demand needs.

Article 5. Receiving and Discharging Noncitizens

- A. Required Activity: The service provider shall receive and discharge noncitizens only to/from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with written authorization from ICE/ERO. Presentation of U.S. Government identification will constitute "proper identification."
- B. The service provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the service provider with reasonable notice of receiving and discharging detained noncitizens. The service provider shall ensure positive identification and recording of detainees and ICE officers. The service provider shall not permit medical or emergency discharges from the hospital except through coordination with ICE/ERO.

- C. Emergency Situations: ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- D. Restricted Release of Detainees: The service provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of this Article, for any reason, except for either medical, other emergency situations (such as a hurricane evacuation or activation or an emergency plan), or in response to a federal writ of habeas corpus. If an ICE detainee is sought for Federal, state, or local proceedings, only ICE/ERO may authorize release of the detainee for such purposes. The service provider shall contact the COR or designated ICE official immediately regarding any such requests.
- E. Service Provider Right of Refusal. The service provider retains the right to refuse acceptance of any noncitizen if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are any individual exhibiting violent or disruptive behavior, or any noncitizen found to have a medical condition that requires medical care beyond the scope of the service provider. In the case of a noncitizen already in custody, the service provider shall notify ICE and request transfer of the noncitizen from the facility. The service provider shall allow ICE reasonable time to make alternative arrangements for the noncitizen.
- F. Juveniles. If the service provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the service provider shall not house that person with adults and shall immediately notify the ICE COR or designated ICE official. ICE will relocate the juvenile within seventy-two (72) hours.
- G. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the service provider shall evacuate ICE noncitizens in the same manner, and with the same safeguards, as it employs for persons detained under the service provider's authority. The service provider shall notify the ICE COR or designated ICE official within two (2) hours of evacuation.

Article 6. Medical Services

- A. The service provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment, including medications and durable medical equipment provided at the facility. The service provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates, and as required by the ICE standards incorporated into this agreement as well as all Centers for Disease Prevention and Control (CDC) guidance and recommendations regarding infectious disease prevention and control. All medical-related costs will be included in the bed day rate for this agreement.
- B. The service provider ensures quality health care delivery and accountability in compliance with detention standards through a continuous quality improvement (CQI)

system that includes risk management, patient safety, and health services delivery quality assurance programs. The CQI system identifies, addresses, and monitors health care delivery for undesired outcomes and trends, including but not limited to those due to near miss occurrences, adverse events, sentinel events, and systemic processes or outcomes. Concerns identified from the CQI system risk assessment are addressed through corrective action plans.

- C. The service provider is required to report all incidents, in accordance with ICE Health Service Corps (IHSC) incident reporting criteria, to the IHSC Field Medical Coordinator (FMC) immediately. Detainee deaths at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.
- D. The service provider shall notify ICE/ERO and the IHSC FMC of detainees with serious medical conditions within 48 hours of identification of the case. Examples of cases include, but are not limited to: uncontrolled hypertension; uncontrolled diabetes; unable respiratory disease or any detainee requiring oxygen treatment; history of congestive heart failure complaining of shortness of breath; transgender; pregnancy; multiple unstable chronic conditions; liver failure; renal failure; infectious and communicable diseases (i.e., HIV/AIDS, viral hepatitis, varicella, measles, mumps, COVID-19); infectious disease outbreaks; acute mental health conditions (one or more psychiatric symptoms – disorganization, active hallucinations or delusions, severe depressive symptoms, suicidal ideation, marked anxiety or impulsivity); history of more than two psychiatric hospitalizations in the past 3 months and still presenting moderate to severe symptoms; presently taking psychiatric medications and still presenting active moderate to symptoms; continues to display self-harm to self or others in spite of treatment and/or hospitalization; serious limitations in mental functions due to mental disability or severe medical conditions impairing mental function.
- E. Prescription medications that must be filled at a retail pharmacy location, are available through and paid for by the IHSC pharmacy benefits program. The FMC in conjunction with the IHSC Managed Care Coordinators will be the service provider's point of contact for the IHSC pharmacy benefits program. The service provider is required to follow IHSC processes regarding filling of prescriptions through the pharmacy benefits program including processes for non-formulary medications requiring prior authorization and overrides for travel medications. Vaccines are also provided through the IHSC pharmacy benefits program as per the Non-IHSC Staffed Facility Medication Formulary. Durable medical equipment (DME) identified as medically necessary by a medical provider shall be covered by IHSC Medical Payment Authorization Request (MedPAR) or through coordination with the FMC when/if the facility is unable to provide the DME through existing stock supplies covered in the bed day rate.
- F. The service provider is required to follow all MedPAR guidance and requirements available <https://medpar.ice.gov>. If the MedPAR is cancelled, the service provider is required to notify the FMC. The service provider is required to provide the approved authorization to all off-site medical providers (i.e., emergency medical services, hospital,

diagnostic or laboratory service provider, independent medical providers who provided care while at the hospital or in the community) to assist with the medical claims processes to ensure payment to the off-site provider for the services rendered. Payment is made directly to the off-site provider by the Veteran's Affairs Financial Services Center (VAFSC) on behalf of IHSC. VAFSC contact information is below. The VAFSC, ICE and IHSC cannot reimburse the service provider for services rendered by these providers.

IHSC VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345
Phone: (800) 479-0523
Fax: (512) 460-5538

- G. In the event of a medical emergency, the service provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if needed. The service provider shall notify ICE and the IHSC FMC immediately regarding the nature of the transferred detainee illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of IHSC. The IHSC FMC assigned to this facility will be the point of contact for obtaining the approval for the emergent off-site care. Utilizing the IHSC MedPAR system, the request for approval for the emergent care must be submitted no more than 72 hours from receipt of the care.
- H. Utilizing the IHSC MedPAR, the service provider will request prior approval for all non-emergent off-site medical care and requests for durable medical equipment (DME). The primary POC for obtaining pre-approval will be the IHSC FMC assigned to this location.
- I. The service provider is required to maintain agreements with community providers including hospitals and specialty providers to provide healthcare to ICE detainees. The service provider is required to provide a listing of those providers and to notify the IHSC FMC of new community providers in order for IHSC to begin the new provider recruitment process.
- J. The service provider shall retain, at a minimum, medical staffing levels as approved by IHSC and incorporated into this IGSA in accordance with Article 3 above. The service provider shall ensure that all health care providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State, County and/or City where they treat the ICE detained population.
- K. If the service provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the service provider shall notify ICE. Upon such notification, the service provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that individual.

- L. The service provider shall release any and all medical information in person, electronically or virtually for ICE detainees to IHSC representatives upon request, including but not limited to: IHSC FMC, IHSC Managed Care Coordinators, Behavioral Health Unit Staff, IHSC Pharmacy Staff, or other IHSC staff as requested.
- M. The service provider shall submit a MedPAR to IHSC for payment for off-site medical care (e.g., offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The service provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide.
- N. The service provider shall allow IHSC FMCs, Managed Care Coordinators, Referral Coordinators and other IHSC personnel or any DHS or ICE personnel reasonable access to its facility, medical records and electronic health record (EHR) system records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated service provider departments in accordance with Health Insurance Portability and Accountability Act (HIPAA) privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i) which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
- a. The provision of health care to such individuals;
 - b. The health and safety of such individual or other inmates;
 - c. The health and safety of the officers or employees of or others at the correctional institution;
 - d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 - e. Law enforcement on the premises of the correctional institution;
 - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
 - g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.
- O. The service provider shall provide ICE detainee medical records to ICE, whether created by the service provider or its medical subcontractor, upon request from the COR or CO within 7 business days of the request. The service provider shall respond in a timely manner to ICE requests for reporting, documentation and other data required to respond to pending and current litigation, Congressional inquiries, other Federal, state or local entity request for information.
- P. Language Access Services

The medical provider (IHSC) will provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation will be provided for residents who are illiterate. Other than in emergencies, and even then, only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The service provider shall also make special provisions for detainees who are illiterate. The medical provider will utilize commercial phone language interpretive services to ensure fulfillment of this requirement. The service provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.

Q. Disability-Related Services:

The service provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under PBNDS 2011 with 2016 revisions. Specifically, the service provider shall ensure that its building and transportation services are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under PBNDS 2011 with 2016 revisions, the service provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The service provider shall allow for effective communication with detainees with disabilities through the provision of accommodations and auxiliary aids, such as access to sign language interpretation services, as necessary. In addition, deaf detainees shall have access to a teletypewriter (TTY) telephone and to sign language interpretation services.

R. Employee Health

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.html>

Employee health files for all service providers' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results;
- b. Vaccination records including results, titers, and Immunization Declination Form(s);
- c. Occupational Safety and Health Administration (OSHA) 301 Incident forms;
- d. Blood borne pathogen exposure documentation;
- e. Respirator medical clearance;
- f. Fit test results; and
- g. Other employee health documents.

The service provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All service providers' personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
 - a. Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
 - b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with CDC guidelines.
2. Recommended Immunizations

Individuals employed by the service provider in a custody or detention environment are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the service provider's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required and the COR must be notified of the refusal. ICE reserves the right to refuse service employees that refuse vaccines.

- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

The service provider's personnel will provide immunization documentation or titer results to the HSA or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

3. Hepatitis B
 - a. The OSHA Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other

potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff will do one of the following:

- b. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- c. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form. The form used must meet the Occupational Safety & Health Administration language requirements which can be found at the following link:

<https://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>

Article 7. Inspections and Audits

- A. **Facility Inspections and Oversight:** The service provider shall allow DHS, ICE, DHS Office of the Inspector General, DHS Office of Civil Rights and Civil Liberties, the Government Accountability Office, Members of Congress or any entity or organization approved by ICE (including third-party service providers), to conduct inspections of the facility to ensure an acceptable level of services and acceptable conditions of detention. No notice to the service provider is required prior to an inspection. For ICE-directed inspections or audits, ICE will share findings of the inspection with the agreement's authorized signatory.
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will relocate all detainees from the facility within 7 calendar days. If detainees are relocated because of two overall ratings of less than acceptable, any applicable Facility Operating Charge will be removed by unilateral modification by the Government and the Government will have no further obligation to pay for unused beds.
- C. **Possible Termination:** Following an inspection, if the service provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through a DHS or ICE inspection, ICE may terminate this agreement without regard to any other provisions in this agreement.
- D. **Share Findings:** The service provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by state, local, or accreditation sources.

Article 8. Records Management Obligations

- A. **Applicability:** This Article applies to all service providers whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.
- B. **Definitions**

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal

law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the US Government or because of the informational value of data in them.

The term Federal record:

1. includes DHS or ICE records.
2. does not include personal materials.
3. applies to records created, received, or maintained by a service provider pursuant to their ICE agreement.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. The service provider shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, service provider shall maintain all records created for Government use or created in the course of performing the agreement and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. ICE and its service providers are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of ICE or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity (HCA). Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the service provider must report to ICE. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The service provider shall immediately notify the appropriate CO upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the IGSA. The service provider shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The service provider shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the HCA. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to ICE control, or the service provider must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the IGSA. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The service provider is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this agreement requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The service provider (and any sub-contractor) is required to abide by Government and ICE guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The service provider shall only use Government IT equipment for purposes specifically tied to or authorized by the agreement and in accordance with ICE policy.
8. The service provider shall not create or maintain any records containing any non-public ICE information that are not specifically tied to or authorized by the agreement.
9. The service provider shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the FOIA.
10. Training. All service provider employees assigned to this agreement who create, work with, or otherwise handle records are required to take ICE-provided records management training. The service provider is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The service provider shall incorporate the substance of this Article, its terms and requirements including this paragraph, in all subcontracts under this IGSA, and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this Article will be attributed to the service provider.
- E. ICE Access to Detainee and Facility 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 ICE detainees. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee while in the service provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article 6. Retention of records requirements can be found in Attachment 08.

Article 9. Incident Reporting

- A. The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside-working-hours to the service provider at the time of award.
- B. Serious incidents include, but are not limited to: 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; detainee admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- C. The service provider agrees to cooperate with any Federal investigation concerning incidents and treatment involving ICE detainees to the full extent of its authorities, including providing access to any relevant databases, CCTV recordings, personnel, and documents.
- D. The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The service provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider shall document its findings and notify the COR