Office of Information Governance and Privacy

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

U.S. Immigration and Customs Enforcement

March 3, 2025

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

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

Dear Ms. Stevens:

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

2018-ICFO-56530 seeks:

1) A list of all ICE Enforcement and Removal Field and Subfield offices by control city, including the complete phone numbers and addresses of these offices in the United States and abroad and information on holding cells in these locations, as well as the number of unique individuals in custody at that location between Monday, July 30 and August 5, 2018. Please include as well all locations at which individuals were held for more than 24 hours and the dates on which that occurred between January 1, 2016 and the day of the release of information.
2) Please include the Excel spreadsheet and screen shots of the data base interface used to produce the search results.
3) A list of addresses for locations listed as "unavailable" in the release to the NIJC of 11/6/2017 (https://immigrantjustice.org/sites/default/files/uploaded-files/no-content-type/2018-06/ICE_Facility_List_11-06-2017-web.xlsx).

2018-ICFO-59138 seeks:

A. The most recent Jail Services Costs Statement (JSCS) for the following facilities ICE uses to hold people under immigration laws:

1) the Berks County Residential Center, Berks County, PA;
2) South Texas Family Residential Center, Dilley, TX;
3) Hudson County Jail, Hudson County, NJ;

4) Stewart County, GA, (CoreCivic);
5) Aurora, Colorado (GEO)
6) Tacoma, WA (GEO)
7) Otay Mesa, CA (CoreCivic)
8) Eloy, AZ (CoreCivic)
9) Pinal County Jail, AZ
10) Otero County Processing Center, NM (MTC)
11) Joe Corley Detention Facility, Conroe TX (GEO)
12) Houston, TX (CoreCivic on Export Drive)
13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
14) LaSalle, LA

B. Memorandum from Michael J. Davidson, Chief, CALD, OPLA, ICE to William C. Randolph, Director and Head of Contracting Activity, OAQ, ICE, Funding Intergovernmental Service Agreements (Feb. 7, 2013)

C. All information in any medium including but not limited to e-mail, text messages, reports, contracts, memoranda, letters, or faxes signed by, from, to OR about Charlie Dent, John McCormack, Eric Ruth, Matthew Lerch, Judith Kraine, Mark Baldwin, William Dennis, Thomas Gajewski, Judith Schwank, Mark Scott in ICE components that handle Berks County, PA ICE Intergovernmental Service Agreements (IGSAs) and not responsive to previous requests. This means any document under ICE control associated with detention or removal operations, facility leases, purchases, sales, or services rendered in Berks County, PA that references any of the individuals listed above is responsive to this request. Please make sure to inquire of any ICE component responsible for any negotiations with Berks County. The time frame of this request is 2000 to the present.

The most likely location of records responsive to this request are offices responsible for the Berks County, PA operations, contracts, and reviews, including but not limited to litigation for that facility. In particular, there should be communications in 2006 about ICE-contracted facility firings based on allegations of unlawful actions. Components within ICE that are alerted about misconduct, or possible litigation should be searched for responsive records.

D. Please also include all grievance logs and grievances for Berks County, PA, Hudson County, NJ, and Otero County Processing Center, January 1, 2010, to present. (Names and other Personally Identifying information is of course exempt and may be redacted.)

E. All Jail Services Costs Statements for Berks County Family Facility and Hudson County, NJ 2001 to present.

F. Since January 1, 1999, the earliest first 100 pages of documents associated with the IGSA for:

1. Berks County, PA
2. Hudson County, NJ

For "F" please request documents of the component of ICE predecessor INS that would initiate discussions of IGSAs for the purposes of holding people under immigration laws. I am seeking the first information referencing these county governments as suitable detention locations by an

INS component in any medium, including but not limited to emails, letters, proposals, memorandums, or reports.

G. All Evaluations associated with contracts for facilities below, including technical and performance evaluations by the Contracting Officers and ICE Detention Planning and Acquisition Unit and ongoing performance and renewals by contract officers EXCEPT Inspector reports. The time frame for this request is January 1, 2000, or the first year of the facility's submission of the JCSC through the present.

1) the Berks County Residential Center, Berks County, PA;
2) South Texas Family Residential Center, Dilley, TX;
3) Hudson County Jail, Hudson County, NJ;
4) Stewart County, GA, (CoreCivic);
5) Aurora, Colorado (GEO)
6) Tacoma, WA (GEO)
7) Otay Mesa, CA (CoreCivic)
8) Eloy, AZ (CoreCivic)
9) Pinal County Jail, AZ
10) Otero County Processing Center, NM (MTC)
11) Joe Corley Detention Facility, Conroe TX (GEO)
12) Houston, TX (CoreCivic on Export Drive)
13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
14) LaSalle, LA

H. Evaluations of JCSCs by Contracting Officers and ICE Detention Planning and Acquisition Unit for all detention contracts since January 1, 2008.

I. Evaluations of the FIRST JCSCs by Contracting Officers and ICE Detention Planning and Acquisition Units (or their predecessors) for all currently operating ICE/INS detention facilities except as covered by (H).

Please note that ICE has stated that its IGSA packages include JSCSs and their evaluations by Contracting Officers. https://www.oig.dhs.gov/sites/default/files/assets/2018-02/OIG-18-53-Feb18.pdf See page 14 of the pdf, letter from John Kelly, January 8, 2018.

2019-ICFO-24680 seeks:

Items maintained, received, or required to be produced by ICE related to health care services at the Hudson County jail for individuals held under immigration laws.

1. All contracts and associated attachments, memorandums of understanding, e-mail, and all other items associated with the submission; acceptance, and review of the CFG Health Systems, LLC contracts with Hudson County for health care provided to people held under immigration laws.
2. All logs of grievances (oral and written) submitted by people detained at the Hudson County facility.
3. All medical expense reports submitted to ICE, including via Hudson County.

4. All reviews and reports on health care services provided to people held under immigration laws at the Hudson County facility, including regular reports, ad hoc reports, and those based on specific grievances or complaints generated by any source.
5. All reports of hunger strikes.
6. All reports of hospitalization outside of the Hudson County facility for people held under immigration laws by Hudson County.

The time frame of this request is January 1, 2015, to the present.

2019-ICFO-29171 seeks:

Items maintained, received, or required to be produced by ICE related to health care services at the Kenosha County, WI jail for individuals held under immigration laws. The component most likely to have responsive records is the ICE Health Service Corps, though contract and civil rights monitoring components of ICE also are likely locations for such records.
1. All contracts and associated attachments, memorandums of understanding, e-mail, and all other items associated with the submission; acceptance, and review of detainee health with Kenosha County, WI for health care provided to people held under immigration laws.
2. All logs of grievances (oral and written) submitted by people detained at the Kenosha County facility.
3. All medical expense reports submitted to ICE for the Kenosha County facility.
4. All reviews and reports on health care services provided to people held under immigration laws at the Kenosha County facility, including regular reports, ad hoc reports, and those based on specific grievances or complaints generated by any source.
5. All reports of hunger strikes.
6. All reports of hospitalization outside of the Kenosha County facility for people held under immigration laws by Hudson County.

The time frame of this request is January 1, 2015, to the present. Databases that may have information responsive to this request include but are not limited to:

CaseTrakker,
MedEZ,
Dental X-Ray System,
Criminal Institution Pharmacy System,
Medical Payment Authorization Request Web System (MedPAR) and Medical Classification Database

2019-ICFO-33429 seeks:

1) all documents ICE has referencing the Butler County Jail work program for detainees, including but not limited to documents with the language about porters Chief Dwyer stated he had personally read in an IGSA, as well as all other correspondence about the Butler County's use of people held under immigration law to perform work in and around the facility.

People likely to have or have access to responsive documents include but are not limited to Tae Johnson and Kevin Landy.

2) In addition, please send me all formal and informal compliance reports and follow-up correspondence, including but not limited to email, attachments, grievances or complaints, and contract addenda for Butler County, in particular associated with the deficiencies noted in the reports.

3) Please also send me all data tracking the length of time people are held in the Butler County facility; if there is a db with the number of days/alien please send me an output from that db with the individually identifying information redacted but including the date of arrival and transfer from the facility, as well as the status of the case at the time of transfer, i.e., VD, removal, termination, transfer to another ICE facility.

The date for this request is April 11, 2014, through the time documents are submitted from the component to the ICE FOIA office for redaction or the time frame when the documents are produced in litigation, whichever is most contemporary to their production to me.

2020-ICFO-18634 seeks:

1) All communications and related materials created, received, or maintained by the Department of Homeland Security to which Rep. Lauren Underwood (D-IL) or any member of her staff were a party. This includes but is not limited to all email, text messages, notes, reports, memorandums, proposed bill texts, and bill evaluations. Please note that in a floor speech of 9/26/2019 Rep. Underwood stated she received information from the "Department of Homeland Security" indicating a request for an integrated Electronic Health Records System she referenced as "EHR." She refers to this in her remarks on HR 3525 as a "direct ask from medical officers at the Department of Homeland Security." Here is a link to the bill text in question: https://www.congress.gov/bill/116th-congress/house-bill/3525/text (It is possible that she actually had in mind Immigration and Customs Enforcement but failed to make this explicit. In the event, I am requesting all communications associated with this "direct ask.")

2) DHS communications and related materials created by or received from other components of DHS or the Department of Health and Human Services Office of Refugee Resettlement about the use of Electronic Health Records systems already in place as well as the establishment of an EHR for the use by offices of CBP.

3) Information on meetings and communications with private individuals, including but not limited to lobbyists or company officials related to past, current, or potential "enterprise" or other information technologies for collecting, coordinating, or maintaining health records data for those encountered or detained by DHS or any component of DHS. I have in mind technical reports, email, text messages, or other communications with the private sector tied to past, current, or potential contracts tied to EHR systems.

Information described above created by any party and directed to and accessible by employees of the U.S. Government are responsive to each part of this request. In other words, information on "the cloud" to which employees of DHS or its components have access, even if it is privately owned, is responsive to this request should be produced as long as government employees reviewed the information in the course of their responsibilities for overseeing EHRs and related contracts as described above.

The time frame of this request is January 1, 2017, to the present, by which I mean the date a search is initiated by the tasked component.

ICE has considered your requests under the FOIA, 5 U.S.C. § 552.

For this production, ICE has reprocessed 1566 pages of responsive records and two Excel spreadsheets. Of those 1566 pages, 43 pages were previously deemed non-responsive and/or duplicative and 930 pages were released in full. After further review, ICE has determined that certain redactions on the remaining 593 pages could be lifted. The attached pages maintain their original bates numbering along with an "*" to help differentiate them from the originally produced pages.

Portions of these pages will be withheld pursuant to FOIA Exemptions 4, 6, 7(C), and 7(E) of the FOIA as described below.

FOIA Exemption 4 protects trade secrets, and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests.

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

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

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

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

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

Sincerely,

Marcus K. Francis Sr.
Supervisory Paralegal Specialist

Enclosure: 593 pages/2 Excel spreadsheets

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	192118FPA00000002.11	

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
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

CODE	FACILITY CODE
0432518830000	

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED *(SEE ITEM 13)*
06/19/2018

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

Net Increase: **(b)(4)**

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)* FUNDING ACTION ONLY

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
Contract Officer Representative: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

ALT. COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		(b)(6),(b)(7)(C)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Specialist: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov The purpose of this modification is to provide additional funding in the amount of (b)(4),(b)(7)(E) for detention services for ICE detainees at Berks County under the provisions of ICE/ERO Intergovernmental Service Agreement # DROIGSA-10-0003 with Berks County, PA. The total amount funded for this order is increased as follows: From: By: (b)(4) To: $4,074,800.00 The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted Exempt Action: N Sensitive Award: SPII Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6),(b)(7)(C) WASHINGTON DC 20536 FOB: Destination Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0001 to read as follows(amount shown is the obligated amount): 0001 DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) As a result,the amount on this CLIN has increased: From: (b)(4) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	By: To: (b)(4) Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0001B to read as follows(amount shown is the obligated amount):				
0001B	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER (b)(4) PER PERSON/DAY The Amount on this CLIN has increased: From: By: (b)(4) To: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0003 to read as follows(amount shown is the obligated amount):				(b)(4)
0003	MISCELLANEOUS COSTS (Clothing/Meals/Pest Control/Zika Sprays) The amount on this CLIN has increased: Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FROM: (b)(4) BY: TO: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	EDUCATION COSTS (b)(4) (b)(4) The amount on this CLIN has increased: FROM: (b)(4) BY: TO: The # of Months of this CLIN has increased: FROM: 2 BY: 1 TO: 3 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Continued ...	1	MO	(b)(4)	

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: (b)(4),(b)(7)(E)				
	Change Item 0007 to read as follows(amount shown is the obligated amount):				
0007	TRANSPORTATION GUARD SERVICES @19.18 PER HOUR REGULAR TIME AND @28.77 PER HOUR FOR OVERTIME				(b)(4)
	This CLIN has increased:				
	From: (b)(4)				
	By:				
	To:				
	Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00				
	Accounting Info:				
	(b)(7)(E)				
	Funded: (b)(4)				
	Change Item 0008 to read as follows(amount shown is the obligated amount):				
0008	VOLUNTARY WORK @ $1.00 PER PERSON/ DAY				1,000.00
	The amount on this CLIN has increased: FROM: $1,200.00 BY: $1,000.00 TO: $2,200.00				
	Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00				
	Accounting Info:				
	(b)(7)(E)				
	Funded: $1,000.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	See Schedule	

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED *(SEE ITEM 13)*
06/19/2018

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

Net Increase: **(b)(4)**

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)* Funding Only 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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for the detention services at Berks County, PA.

The total obligated amount for this order is increased 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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6),(b)(7)(C)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From: [redacted] By: (b)(4) To: $6,845,177.00 Exempt Action: N Sensitive Award: SPII Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) As a result,the amount on this CLIN has increased: From: (b)(4) By: To: Requisition No: 192118FPA00000002.10, 192118FPA00000002.11, 192118FPA00000002.8, 192119FPA00000002.1 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0001B to read as follows(amount shown is the obligated amount):				(b)(4)
0001B	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER (b)(4),(b)(7)(E) PER PERSON/DAY Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The Amount on this CLIN has increased: From: (b)(4) By: To: Requisition No: 192118FPA00000002.11, 192118FPA00000002.8, 192119FPA00000002, 192119FPA00000002.1 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0003 to read as follows(amount shown is the obligated amount):				
0003	MISCELLANEOUS COSTS (Clothing/Meals/Pest Control/Zika Sprays) The amount on this CLIN has increased: FROM: (b)(4) BY: TO: Requisition No: 192118FPA00000002.10, 192118FPA00000002.11, 192118FPA00000002.8, 192119FPA00000002.1 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00				
	(b)(7)(E)				
	Funded: (b)(4) Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	EDUCATION COSTS (b)(4)			(b)(4)	
	(b)(4) The amount on this CLIN has increased: FROM: BY: (b)(4) TO: The # of Months of this CLIN has increased: FROM: 3 BY: 5 TO: 8 Requisition No: 192118FPA00000002.10, 192118FPA00000002.11, 192118FPA00000002.8, 192119FPA00000002.1 Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00 Accounting Info: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E)				
	Funded: (b)(4) Change Item 0007 to read as follows(amount shown is the obligated amount): TRANSPORTATION GUARD SERVICES @19.18 PER HOUR REGULAR TIME AND @28.77 PER HOUR FOR OVERTIME This CLIN has increased: From: (b)(4) By: To: Requisition No: 192118FPA00000002.10, 192118FPA00000002.11, 192119FPA00000002.1 Accounting Info:				
0007					(b)(4)
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: (b)(4) The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00005	See Block 16C	192119FPA00000002.2	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED *(SEE ITEM 13)*
06/19/2018

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

Net Increase: **(b)(4)**

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)* Funding Only 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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) s@ice.dhs.gov
CO: (b)(6),(b)(7)(C) r@ice.dhs.gov
CS: (b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of **(b)(4)** for the detention services at Berks County, PA.

The total obligated amount for this order is increased 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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		(b)(6),(b)(7)(C)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From: (b)(4) By: To: $9,125,177.00 Discount Terms: Net 30 Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) As a result,the amount on this CLIN has increased: From: By: (b)(4) To: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0004 to read as follows(amount shown is the obligated amount):				(b)(4)
0004	EDUCATION COSTS (b)(4) (b)(4) Continued ...	2	MO	(b)(4)	

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The amount on this CLIN has increased: FROM: BY: (b)(4) TO: The # of Months of this CLIN has increased: FROM: 8 BY: 2 TO: 10 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	LANGUAGE SERVICES A Cost Reimbursement CLIN This CLIN has increased From (b)(4) By (b)(4) To (b)(4) Accounting Info: (b)(7)(E) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0009 to read as follows(amount shown is the obligated amount): DENTAL COSTS: Half day @ (b)(4) Full day @ (b)(4) The amount on this CLIN has increased: FROM: BY: (b)(4) TO: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance Continued ...				
0009					(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	beyond the funding allotted. 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.				

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 12 PAGES

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

1. DATE OF ORDER: 06/19/2018	2. CONTRACT NO. (If any): DROIGSA-10-0003
3. ORDER NO.: 70CDCR18FIGR00271	4. REQUISITION/REFERENCE NO.: See Schedule

5. ISSUING OFFICE (Address correspondence to):
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

6. SHIP TO:
a. NAME OF CONSIGNEE: ICE ENFORCEMENT REMOVAL
b. STREET ADDRESS: IMMIGRATION AND CUSTOMS ENFORCEMENT
801 I STREET NW
SUITE (b)(6),(b)(7)(C)
c. CITY: WASHINGTON
d. STATE: DC
e. ZIP CODE: 20536

7. TO:
a. NAME OF CONTRACTOR: BERKS COUNTY INC
b. COMPANY NAME:
c. STREET ADDRESS: 633 COURT STREET 13TH FL
d. CITY: READING
e. STATE: PA
f. ZIP CODE: 196014310

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
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.

☒ b. DELIVERY
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: See Schedule

10. REQUISITIONING OFFICE: ICE ENFORCEMENT REMOVAL

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		30 Days After Award	Net 30

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: 043251883 CONTACT INFORMATION Contract Officer Representative: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov Continued ...					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
17(h) TOTAL (Cont. pages): $1,927,790.00

21. MAIL INVOICE TO:
a. NAME: DHS ICE
SEE BILLING INSTRUCTIONS ON REVERSE
b. STREET ADDRESS (or P.O. Box): BURLINGTON FINANCE CENTER
PO BOX 1620
ATTN ICE-EROFOD-FPA
c. CITY: WILLISTON
d. STATE: VT
e. ZIP CODE: 05495-1620

17(i) GRAND TOTAL: $1,927,790.00

22. UNITED STATES OF AMERICA BY (Signature): (b)(6),(b)(7)(C)

23. NAME (Typed): (b)(6),(b)(7)(C)
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

2020-ICLI-00042* 2718

1433737

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	ALT. COR: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) ice.dhs.gov Contracting Officer: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov Contract Specialist: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov The purpose of this FY 18 Task Order is to provide funding for detention services for ICE detainees at Berks County for the period of performance beginning July 1, 2018 through June 30, 2019 under the provisions of ICE/ERO Intergovernmental Service Agreement # DROIGSA-10-0003 with Berks County, PA. The total amount funded for this order is increased as follows: From: $0.00 By: $1,927,790.00 To: $1,927,790.00 The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted Exempt Action: N Sensitive Award: SPII Period of Performance: 07/01/2018 to 06/30/2019					
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) (b)(4)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	CENTER FIXED COST (b)(4) September 2018 Funding (b)(4) October 2018 Funding (b)(4) The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: (b)(4)					
0001B	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER (b)(4) The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) The quantity on this CLIN has increased from 0.00 by 1,500 to 1,500 Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: (b)(4)	1500	EA		(b)(4)	
0002	DETENTION SERVICES -UNACCOMPANIED ALIEN CHILDREN (b)(4),(b)(7)(E) PER BED/PERSON The amount on this CLIN has increased: FROM: (b)(4) BY: (b)(4) TO: The quantity on this CLIN has increased: FROM: 0 BY: 640 TO: 640 Continued ...	640	DA		(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) (b)(4)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: (b)(4)					
0003	MISCELLANEOUS COSTS (Clothing/Meals/Pest Control/Zika Sprays) The amount on this CLIN has increased: FROM: (b)(4) BY: (b)(4) TO: Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0004	EDUCATION COSTS (b)(4) Not-to-Exceed (b)(4) Per School Year (10 Months) The amount on this CLIN has increased: FROM: (b)(4) BY: (b)(4) TO: The # of Months of this CLIN has increased: FROM: 0 BY: 1 TO: 1 Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: (b)(4),(b)(7)(E)	1	MO	(b)(4)		
0005	OVERAGE COSTS Not-to Exceed (b)(4) Continued ...				(b)(4)	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				(b)(4)	

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Requisition No: 192118FPA00000002.7 Accounting Info: (b)(7)(E) Funded: (b)(4)					
0006	LANGUAGE SERVICES A Cost Reimbursement CLIN Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0007	TRANSPORTATION GUARD SERVICES @19.18 PER HOUR REGULAR TIME AND @28.77 PER HOUR FOR OVERTIME				(b)(4)	
0008	VOLUNTARY WORK @ $1.00 PER PERSON/ DAY The amount on this CLIN has increased: FROM: $0.00 BY: $1,200.00 TO: $1,200.00 Requisition No: 192118FPA00000002.8 Accounting Info: (b)(7)(E) Funded: $1,200.00				1,200.00	
0009	DENTAL COSTS: Half day @ (b)(4) Full day @ The amount on this CLIN has increased: FROM: (b)(4) BY: TO: (b)(4) Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) (b)(4)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

Requisition No: 192118FPA00000002.8

Accounting Info:

(b)(7)(E)

Funded: (b)(7)(E)

Invoice Instructions:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

• (b)(7)(E) h@ice.dhs.gov
• Contracting Officer Representative (COR) or Government Point of Contact (GPOC)
• Contract Specialist/Contracting Officer

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

b) USPS:
DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FOD-FPA

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award

Continued ...

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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. c) Facsimile: Alternative Invoices shall be submitted to: (b)(7)(E) Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. 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. 2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable: (i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	minimums are exceeded and when allowable costs are incurred. Details are as follows: (i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below: a. Detention Bed Space Services • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information (ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format: a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include: • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information b. Transportation Services: For Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	transportation CLINs without a GM, the supporting documentation must include: • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. c. Stationary Guard Services: The itemized monthly invoice shall state: • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.): 1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support. (iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs. 4. Safeguarding Information: As a Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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 individuals name or other unique identifier and full date of birth, citizenship, or immigration status. As part of your obligation to safeguard information, the follow precautions are required: (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract. (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. (iii) Use shredders when discarding paper documents containing Sensitive PII. (iv) 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. Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/19/2018	DROIGSA-10-0003	70CDCR18FIGR00271

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov. The total amount of award: $1,927,790.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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)*
P00003	See Block 16C	192119FPA00000002	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED *(SEE ITEM 13)*
06/19/2018

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

Net Increase: (b)(4)

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)* Funding Only 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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for the detention services at Berks County, PA.

The total obligated amount for this order is increased 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)*
	(b)(6),(b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(b)(6),(b)(7)(C)	10/29/2018

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From: (b)(4) By: To: $4,149,277.00 Exempt Action: N Sensitive Award: SPII Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0001B to read as follows(amount shown is the obligated amount):				
0001B	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER (b)(4) PER PERSON/DAY				(b)(4)
	The Amount on this CLIN has increased: From: By: (b)(4) To:				
	Accounting Info: (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(7)(E)				
	Funded: (b)(4) 0 The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	See Block 16C	192119FPA00000002.5	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED *(SEE ITEM 13)*
06/19/2018

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

Net Increase: **(b)(4)**

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)* Funding Only 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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of **(b)(4)** for detention services at Berks County, PA.

The total obligated amount for this order is increased 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)*
	(b)(6),(b)(7)(C)
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED
	(b)(6),(b)(7)(C)

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From: (b)(4) By: To: $9,181,855.96 Discount Terms: Net 30 Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) /MONTH As a result,the amount on this CLIN has increased: From: By: (b)(4) To: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E)				
	Funded: (b)(4) The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted. 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.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00007	See Block 16C	192119FPA00000002.6	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED (SEE ITEM 13)
06/19/2018

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

Net Decrease: -$57.54

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) FAR 4.804 Closeout of Contract Files

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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this modification is to de-obligate excess funding and close out this Order.

1.) All invoices have been paid.
2.) All services/supplies have been received, inspected, and accepted by the Government.
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)
Diane Edwards, Director	(b)(6),(b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6),(b)(7)(C)	7/19/19	(b)(6),(b)(7)(C) (Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3.) The Contractor releases the Government from any and all liability under this Order. 4.) The Government agrees that all obligations under this Order are concluded. In accordance with the closeout procedures of FAR 4.804, this Order is hereby modified as follows: 1. De-obligate $57.54 in funding as follows: a) TRANSPORTATION GUARD SERVICES Funding for CLIN 0007 has decreased: From: (b)(4) By: $57.54 To: (b)(4) 2. As a result, the total amount of funding obligated under this Order is decreased as follows: From: $9,181,855.96 By: $57.54 To: $9,181,798.42 All other terms and conditions of this Order remain unchanged. Discount Terms: Net 30 Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0007 to read as follows(amount shown is the obligated amount):				
0007	TRANSPORTATION GUARD SERVICES @19.18 PER HOUR REGULAR TIME AND @28.77 PER HOUR FOR OVERTIME This CLIN has decreased: From: (b)(4) By: $57.54 To: (b)(4) Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Continued ...				-57.54

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 Accounting Info: **(b)(7)(E)**				
	Funded: $0.00 Accounting Info: **(b)(7)(E)**				
	Funded: -$57.54 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.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	192118FPA00000002.10	

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003
70CDCR18FIGR00271

10B. DATED *(SEE ITEM 13)*
06/19/2018

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

Net Increase: **(b)(4)**

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)* FUNDING ACTION ONLY

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
Contract Officer Representative: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

ALT. COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C),
(b)(6),(b)(7)(C) @ice.dhs.gov

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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		(b)(6),(b)(7)(C)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Specialist: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov The purpose of this modification is to provide additional funding for detention services for ICE detainees at Berks County under the provisions of ICE/ERO Intergovernmental Service Agreement # DROIGSA-10-0003 with Berks County, PA. The total amount funded for this order is increased as follows: From: By: (b)(4) To: $3,258,800.00 The funding provided in this task order modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted Exempt Action: N Sensitive Award: SPII Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6),(b)(7)(C) WASHINGTON DC 20536 FOB: Destination Period of Performance: 07/01/2018 to 06/30/2019 Change Item 0001 to read as follows(amount shown is the total amount): 0001 DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) /MONTH This modification corrects the months funded: July 2018 through September 2018 fully funded in Continued ...				(b)(4)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the amount of (b)(4) Base: $ (b)(4) P00001: Total:$ As a result,the amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0002 to read as follows(amount shown is the total amount):				
0002	DETENTION SERVICES -UNACCOMPANIED ALIEN CHILDREN (b)(4) PER BED/PERSON The amount on this CLIN has increased: FROM: BY: (b)(4) TO: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0003 to read as follows(amount shown is the total amount):				(b)(4)
0003	MISCELLANEOUS COSTS (Clothing/Meals/Pest Control/Zika Sprays) The amount on this CLIN has increased: Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FROM: BY: (b)(4) TO: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0004 to read as follows(amount shown is the total amount):				
0004	EDUCATION COSTS @ (b)(4) PER MONTH Not-to-Exceed (b)(4) Per School Year (10 Months) The amount on this CLIN has increased: FROM: BY: (b)(4) TO: $ The # of Months of this CLIN has increased: FROM: 1 BY: 1 TO: 2 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0006 to read as follows(amount shown is the total amount):	2	MO	(b)(4)	
0006	LANGUAGE SERVICES A Cost Reimbursement CLIN This CLIN has increased From (b)(4) By (b)(4) To (b)(4) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0007 to read as follows(amount shown is the total amount):				
0007	TRANSPORTATION GUARD SERVICES @19.18 PER HOUR REGULAR TIME AND @28.77 PER HOUR FOR OVERTIME This CLIN has increased From (b)(4) By (b)(4) To (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0009 to read as follows(amount shown is the total amount):				(b)(4)
0009	DENTAL COSTS: Half day @ (b)(4) Full day @) The amount on this CLIN has increased: FROM: BY: (b)(4) TO: Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	192119FPA00000002.7	

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
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

CODE 0432518830000 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003,
70CDCR19FIGR00249

10B. DATED *(SEE ITEM 13)*
06/20/2019

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

Net Increase: **(b)(4)**

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)* Funding Only 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

Contract Officer Representative (COR): (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		(b)(6),(b)(7)(C) *(Signature of Contracting Officer)*	

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Contract Specialist: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this modification is to:

1) Provide funding for CLIN 0001, Detention Services (bedspace); CLIN 0001A, Detention Services (bedspace); CLIN 0003, Miscellaneous Costs; CLIN 0004, Education Costs; CLIN 0008, Voluntary Work; and CLIN 0009, Dental Costs.

For CLINs 0001, 0003, 0004, 0008, and 0009, funding is provided through this modification for services provided under this task order through 10/31/2019. For CLIN 0001A, funding is provided through this modification for services provided under this task order through 11/07/2019.

a) For CLIN 0001, funding is provided in the amount of (b)(4)

As a result, the funding on CLIN 0001 is increased:
FROM:
BY:
TO: (b)(4)

b) For CLIN 0001A, funding is provided in the amount of (b)(4)

As a result, the funding on CLIN 0001A is increased:
FROM:
BY:
TO: (b)(4)

c) For CLIN 0003, funding is provided in the amount of (b)(4).

As a result, the funding on CLIN 0003 is increased:
FROM:
BY:
TO: (b)(4)

d) For CLIN 0004, funding is provided in the amount of (b)(4)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	As a result, the funding on CLIN 0004 is increased: FROM: BY: (b)(4) TO:				
	e) For CLIN 0008, funding is provided in the amount of (b)(4) As a result, the funding on CLIN 0008 is increased: FROM: BY: (b)(4) TO:				
	f) For CLIN 0009, funding is provided in the amount of (b)(4) As a result, the funding on CLIN 0009 is increased: FROM: BY: (b)(4) TO:				
	2) As a result, the overall obligated amount of funding on this task order has increased: FROM: BY: (b)(4) TO: $4,450,698.72 All other terms and conditions of this task order remain unchanged. Discount Terms: Net 30 Period of Performance: 07/01/2019 to 06/30/2020 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) /MONTH July 2019 Funding: (b)(4) August 2019 Funding: (b)(4) September 2019 Funding: (b)(4) October 2019 Funding: (b)(4) November 2019 Funding: (b)(4) (funding through 11/07/2019) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0001A to read as follows(amount shown is the obligated amount):				
0001A	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER (b)(4) PER PERSON/DAY The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) The quantity on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 0003 to read as follows(amount shown is the obligated amount):				(b)(4)
0003	MISCELLANEOUS COSTS (Clothing/Meals/Pest Control/Zika Sprays) The amount on this CLIN has increased: FROM $ BY: $ (b)(4) TO: $ Accounting Info: (b)(7)(E) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: (b)(4)				
	Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Description: EDUCATION COSTS @ PER MONTH Not-to-Exceed (b)(4) Per School Year (10 Months)				(b)(4)
	The amount on this CLIN has increased: FROM: BY: (b)(4) TO:				
	Accounting Info:				
	(b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(7)(E)				
	Funded: (b)(4)				
	Change Item 0008 to read as follows(amount shown is the obligated amount):				
0008	VOLUNTARY WORK @ $1.00 PER PERSON/ DAY				1,000.00
	The amount on this CLIN has increased: FROM:$1,000.00 BY: $1,000.00 TO: $2,000.00				
	Accounting Info:				
	(b)(7)(E)				
	Funded: $1,000.00				
	Change Item 0009 to read as follows(amount shown Continued ...				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
0009	DENTAL COSTS: Half day @ (b)(4) Full day @ The amount on this CLIN has increased: FROM: (b)(4) BY: TO: Accounting Info: (b)(7)(E) Funded: (b)(4) The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted. 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.				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	192120FPA00000002	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0003, 70CDCR19FIGR00249

10B. DATED *(SEE ITEM 13)* 06/20/2019

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

Net Increase: **(b)(4)**

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)* Funding Only 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

Contract Officer Representative (COR): (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)@ice.dhs.gov

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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6),(b)(7)(C) *(Signature of Contracting Officer)*	

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Specialist: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov The purpose of this modification is to: 1) Provide funding for CLIN 0001, Detention Services (bedspace). For services provided from November 8, 2019 to November 30, 2019, funding is provided through this modification in the amount of (b)(4) For services provided from December 1, 2019 to December 13, 2019, funding is provided through this modification in the amount of (b)(4) a) For CLIN 0001, funding is provided in the amount of (b)(4) As a result, the funding on CLIN 0001 is increased: FROM: BY: TO: (b)(4) 2) As a result, the overall obligated amount of funding on this task order has increased: FROM: BY: (b)(4) TO: $5,227,195.72 All other terms and conditions of this task order remain unchanged. Discount Terms: Net 30 Period of Performance: 07/01/2019 to 06/30/2020 Change Item 0001 to read as follows(amount shown is the obligated amount): 0001 DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) /MONTH July 2019 Funding: (b)(4) August 2019 Funding: (b)(4) September 2019 Funding: (b)(4) October 2019 Funding: (b)(4) November 2019 Funding: (b)(4) (funding Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	through 11/07/2019) November 2019 Funding: (b)(4) (funding through 11/30/2019) December 2019 Funding: (b)(4) (funding through 12/13/2019) The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4) The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted. 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.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	192120FPA00000002.1	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003,
70CDCR19FIGR00249

10B. DATED *(SEE ITEM 13)*
06/20/2019

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

Net Increase: **(b)(4)**

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)* Funding Only 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

Contract Officer Representative (COR): (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6),(b)(7)(C) *(Signature of Contracting Officer)*	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Specialist: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov The purpose of this modification is to: 1) Provide funding for CLIN 0001, Detention Services (bedspace). For services provided from December 14, 2019 to December 31, 2019, funding is provided through this modification in the amount of (b)(4) For services provided from January 1, 2020 to January 13, 2020, funding is provided through this modification in the amount of (b)(4) a) For CLIN 0001, funding is provided in the amount of (b)(4) As a result, the funding on CLIN 0001 is increased: FROM: BY: TO: (b)(4) 2) As a result, the overall obligated amount of funding on this task order has increased: FROM: BY: (b)(4) TO: $5,892,790.72 All other terms and conditions of this task order remain unchanged. Discount Terms: Net 30 Period of Performance: 07/01/2019 to 06/30/2020 Change Item 0001 to read as follows(amount shown is the obligated amount): 0001 DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) /MONTH July 2019 Funding: (b)(4) August 2019 Funding: (b)(4) September 2019 Funding: (b)(4) October 2019 Funding: (b)(4) November 2019 Funding: (b)(4) (funding Continued ...				(b)(4)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

through 11/07/2019)
November 2019 Funding: (b)(4) (funding through 11/30/2019)
December 2019 Funding: (b)(4) (funding through 12/13/2019)
December 2019 Funding: (b)(4) (funding through 12/31/2019)
January 2020 Funding: (b)(4) (funding through 01/13/2020)

The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4)
Product/Service Code: S206
Product/Service Description: HOUSEKEEPING- GUARD

Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: (b)(4)

The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted.

PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this
Continued ...

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	192120FPA00000002.2	

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

BERKS COUNTY INC
ATTN RONALD SEAMAN
633 COURT STREET
READING PA 196014310

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003,
70CDCR19FIGR00249

10B. DATED *(SEE ITEM 13)*
06/20/2019

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

Net Increase: **(b)(4)**

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)* Funding Only 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

Alternate COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contract Specialist: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6),(b)(7)(C) *(Signature of Contracting Officer)*	3/19/2020

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The purpose of this modification is to: 1) Provide funding for CLIN 0001, Detention Services (bedspace). For services provided from January 13, 2020 to April 26, 2020, funding is provided through this modification in the amount of (b)(4) a) For CLIN 0001, funding is provided in the amount of (b)(4) As a result, the funding on CLIN 0001 is increased: FROM: $ BY: $ (b)(4) TO: $ 2) As a result, the overall obligated amount of funding on this task order has increased: FROM: (b)(4) BY: TO: $8,169,985.18 All other terms and conditions of this task order remain unchanged. Discount Terms: Net 30 Period of Performance: 07/01/2019 to 06/30/2020 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) /MONTH July 2019 Funding: (b)(4) August 2019 Funding: (b)(4) September 2019 Funding: (b)(4) October 2019 Funding: (b)(4) November 2019 Funding: (b)(4) (funding through 11/07/2019) November 2019 Funding: (b)(4) (funding through 11/30/2019) December 2019 Funding: (b)(4) (funding through 12/13/2019) December 2019 Funding: (b)(4) (funding Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

through 12/31/2019)
January 2020 Funding: (b)(4) (funding through 01/13/2020)
January 2020 Funding: (b)(4) (funding through 01/31/2020)
February 2020 Funding: (b)(4) (funding through 02/29/2020)
March 2020 Funding: (b)(4) (funding through 03/31/2020)
April 2020 Funding: (b)(4) (funding through 04/26/2020)

The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4)
Product/Service Code: S206
Product/Service Description: HOUSEKEEPING- GUARD

Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: $0.00
Accounting Info:
(b)(7)(E)
Funded: (b)(4)

The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government

Continued ...

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted. 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.				

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 of 12

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

1. DATE OF ORDER: 06/20/2019	2. CONTRACT NO. (If any): DROIGSA-10-0003,
3. ORDER NO.: 70CDCR19FIGR00249	4. REQUISITION/REFERENCE NO.: See Schedule

5. ISSUING OFFICE (Address correspondence to):
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

6. SHIP TO:
a. NAME OF CONSIGNEE: ICE ENFORCEMENT REMOVAL
b. STREET ADDRESS: IMMIGRATION AND CUSTOMS ENFORCEMENT
801 I STREET NW
SUITE (b)(6),(b)(7)(C)
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20536
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: BERKS COUNTY INC
b. COMPANY NAME:
c. STREET ADDRESS: 633 COURT STREET 13TH FL
d. CITY: READING | e. STATE: PA | f. ZIP CODE: 196014310

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR: _____
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.
☒ b. DELIVERY — 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: See Schedule	10. REQUISITIONING OFFICE: ICE ENFORCEMENT REMOVAL

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination		Multiple	Net 30

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: 043251883 CONTACT INFORMATION Contract Officer Representative (COR): (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) ice.dhs.gov Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
			$3,102,999.07

21. MAIL INVOICE TO:
a. NAME: DHS ICE
b. STREET ADDRESS (or P.O. Box): BURLINGTON FINANCE CENTER
PO BOX 1620
ATTN ICE-EROFOD-FPA
c. CITY: WILLISTON | d. STATE: VT | e. ZIP CODE: 05495-1620

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $3,102,999.07

22. UNITED STATES OF AMERICA BY (Signature): (b)(6),(b)(7)(C)

23. NAME (Typed): (b)(6),(b)(7)(C)
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

Alternate COR: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

Contract Specialist: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this FY19 Task Order is to provide funding for detention services for ICE detainees at Berks County for the period of performance beginning July 1, 2019 through June 30, 2020 under the provisions of ICE/ERO Intergovernmental Service Agreement (IGSA) no. DROIGSA-10-0003 with Berks County, PA. Funding is being provided at this time for Contract Line Item Number (CLIN) 0001 through September 30, 2019. CLIN 0007 is not being funded at the time of task order award. At this time, all other CLINs under this task order are funded through October 31, 2019. Actual amount being funded at this time is $3,102,999.07. As a result, the overall obligated amount has increased:

From: $0.00
By: $3,102,999.07
To: $3,102,999.07

The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than

Continued ...

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	the amount allotted to those item(s) for performance beyond the funding allotted. Period of Performance: 07/01/2019 to 06/30/2020					
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) July 2019 Funding: (b)(4) August 2019 Funding: (b)(4) September 2019 Funding: (b)(4) The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0001A	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER (b)(4) PER PERSON/DAY The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) The quantity on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
	Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002	ABRAXAS BEDS (b)(4) PER BED/PERSON DAY The amount on this CLIN has increased: FROM: BY: (b)(4) TO: The quantity on this CLIN has increased: FROM: 0 BY: 248 TO: 248 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0003	MISCELLANEOUS COSTS (Clothing/Meals/Pest Control/Zika Sprays) The amount on this CLIN has increased: FROM: (b)(4) BY: TO: (b)(4) Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0004	Description: EDUCATION COSTS @ (b)(4) PER MONTH Not-to-Exceed (b)(4) Per School Year (10 Months) The amount on this CLIN has increased: FROM: BY: (b)(4) Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) (b)(4)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	TO: (b)(4) Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)					
0005	OVERAGE COSTS Not-to-Exceed (b)(4) ICE sets aside the agreed upon Not-to-Exceed amount of (b)(4) for the purpose of reimbursing Berks County for actual annual costs. The amount on this CLIN has increased: FROM: (b)(4) BY: (b)(4) TO: Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0006	LANGUAGE SERVICES A Cost-Reimbursement CLIN Not-to-Exceed (b)(4) The amount on this CLIN has increased: FROM: BY: (b)(4) TO: Requisition No: 192119FPA00000002.4 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0007	TRANSPORTATION GUARD SERVICES: Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) (b)(4)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	$19.18 PER HOUR (REGULAR TIME) $28.77 PER HOUR (OVERTIME) Funding is not provided for services under CLIN 0007 at the time of base award of task order. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD					
0008	VOLUNTARY WORK @ $1.00 PER PERSON/ DAY The amount on this CLIN has increased: FROM: $0.00 BY: $1,000.00 TO: $1,000.00 Requisition No: 192119FPA00000002.4 Accounting Info: **(b)(7)(E)** Funded: $1,000.00				1,000.00	
0009	DENTAL COSTS: Half day @ **(b)(4)** Full day @ The amount on this CLIN has increased: FROM: BY: **(b)(4)** TO: Requisition No: 192119FPA00000002.4 Accounting Info: **(b)(7)(E)** Funded: **(b)(4)** Invoice Instructions: Service Providers/Contractors shall use these procedures when submitting an invoice. Continued ...				**(b)(4)**	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) **(b)(4)**

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(7)(E) @ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620 ATTN: ICE-ERO-FOD-FPA The Contractors Data Universal Numbering System (DUNS) Number must be registered and active 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. c) Facsimile: Alternative Invoices shall be submitted to: (802)-288-7658 Submissions by facsimile shall include a cover sheet, point of contact and the Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	number of total pages. 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. 2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable: (i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows: (i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below: Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	a. Detention Bed Space Services • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information (ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format: a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include: • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include: • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	all receipts. c. Stationary Guard Services: The itemized monthly invoice shall state: • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.): 1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support. (iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs. 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 Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/20/2019	DROIGSA-10-0003,	70CDCR19FIGR00249

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status. As part of your obligation to safeguard information, the follow precautions are required: (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract. (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. (iii) Use shredders when discarding paper documents containing Sensitive PII. (iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov. The total amount of award: $3,102,999.07. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	$0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00005	See Block 16C	192120FPA00000002.3	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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
ATTN DIANE EDWARDS
633 COURT STREET
READING PA 196014310

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0003,
70CDCR19FIGR00249

10B. DATED *(SEE ITEM 13)*
06/20/2019

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

Net Increase: **(b)(6),(b)(7)(C)**

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)* Funding Only 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: (b)(6),(b)(7)(C) @ice.dhs.gov
Alternate COR: (b)(6),(b)(7)(C) s@ice.dhs.gov
Contracting Officer: (b)(6),(b)(7)(C) @ice.dhs.gov
Contract Specialist: (b)(6),(b)(7)(C) s@ice.dhs.gov

The purpose of this modification is to:

1) Provide funding for CLIN 0001, Detention Services (bedspace). For services provided from July 1, 2019 to June 30,2020, funding is provided through this modification in the amount

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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	of (b)(4) a) For CLIN 0001, funding is provided in the amount of (b)(4) As a result, the funding on CLIN 0001 is increased: FROM: BY: (b)(4) TO: 2) As a result, the overall obligated amount of funding on this task order has increased: FROM: BY: (b)(4) TO: $8,652,185.18 All other terms and conditions of this task order remain unchanged. Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6),(b)(7)(C) WASHINGTON DC 20536 Period of Performance: 07/01/2019 to 06/30/2020 Change Item 0001 to read as follows(amount shown is the obligated amount): DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) July 2019 Funding: (b)(4) August 2019 Funding: (b)(4) September 2019 Funding: (b)(4) October 2019 Funding: (b)(4) November 2019 Funding: (b)(4) (funding through 11/07/2019) November 2019 Funding: (b)(4) (funding through 11/30/2019) December 2019 Funding: (b)(4) (funding through 12/13/2019) December 2019 Funding: (b)(4) (funding Continued ...				
0001					(b)(4)

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	through 12/31/2019) January 2020 Funding: (b)(4) (funding through 01/13/2020) January 2020 Funding: (b)(4) (funding through 01/31/2020) February 2020 Funding: (b)(4) (funding through 02/29/2020) March 2020 Funding: (b)(4) (funding through 03/31/2020) April 2020 Funding: (b)(4) (funding through 04/26/2020) May 2020 Funding: (b)(4) (funding through 06/30/2020) The Amount on this CLIN has increased from (b)(4) by (b)(4) to (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: (b)(4)				

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 9 PAGES

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

1. DATE OF ORDER: 06/01/2020	2. CONTRACT NO. (If any): DROIGSA-10-F-0003
3. ORDER NO.: 70CDCR20FIGR00260	4. REQUISITION/REFERENCE NO.: 192120FPA00000002.4

5. ISSUING OFFICE (Address correspondence to):
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

6. SHIP TO:
a. NAME OF CONSIGNEE: ICE ENFORCEMENT REMOVAL
b. STREET ADDRESS: IMMIGRATION AND CUSTOMS ENFORCEMENT
801 I STREET NW
SUITE (b)(6),(b)(7)(C)
c. CITY: WASHINGTON
d. STATE: DC
e. ZIP CODE: 20536

7. TO: DIANE EDWARDS DIRECTOR
a. NAME OF CONTRACTOR: BERKS COUNTY INC
b. COMPANY NAME:
c. STREET ADDRESS: 633 COURT STREET 13TH FL
d. CITY: READING
e. STATE: PA
f. ZIP CODE: 196014310

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
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.
☒ b. DELIVERY
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: See Schedule

10. REQUISITIONING OFFICE: ICE ENFORCEMENT REMOVAL

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		30 Days After Award	Net 30

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: 043251883 CONTACT INFORMATION COR: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov Alternate COR: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov Continued ...					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
17(h) TOTAL (Cont. pages): $2,886,900.00

21. MAIL INVOICE TO:
a. NAME: US DEPT OF HOMELAND SECURITY
SEE BILLING INSTRUCTIONS ON REVERSE
b. STREET ADDRESS (or P.O. Box): US IMMIG AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
801 I STREET NW SUITE (b)(6),(b)(7)(C)
17(i) GRAND TOTAL: $2,886,900.00
c. CITY: WASHINGTON
d. STATE: DC
e. ZIP CODE: 20536

22. UNITED STATES OF AMERICA BY (Signature): (b)(6),(b)(7)(C)
23. NAME (Typed): (b)(6),(b)(7)(C)
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Contracting Officer: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov Contract Specialist: (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) @ice.dhs.gov The purpose of this Task Order is to provide continuing detention services for ICE detainees at Berks County for the period of performance beginning July 1, 2020 through June 30, 2021 under the provisions of ICE/ERO Intergovernmental Service Agreement (IGSA) no. DROIGSA-10-0003 with Berks County, PA. Actual amount being funded at this time is $2,886,900.00. As a result, the overall obligated amount has increased: From: $0.00 By: $2,886,900.00 To: $2,886,900.00 The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted. Accounting Info: (b)(7)(E) Period of Performance: 07/01/2020 to 06/30/2021					
0001	DETENTION SERVICES-BERKS FAMILY RESIDENTIAL CENTER FIXED COST (b)(4) Continued ...	1	EA	2,886,900.00	2,886,900.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $2,886,900.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

FY2020 DETENTION FUNDING
TASK ORDER: NEW TASK ORDER
POP: 07/01/2020 THRU 06/30/2021

CLIN 1 BEDS = $2,886,900.00
Product/Service Code: S206
Product/Service Description:
HOUSEKEEPING- GUARD

ICE - ERO Contracts

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

• (b)(7)(E) @ice.dhs.gov
• Contracting Officer Representative (COR) or Government Point of Contact (GPOC)
• Contract Specialist/Contracting Officer

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

b) USPS:

DHS, ICE
ATTN: ICE-ERO-FOD-FEP
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management
Continued ...

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(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. c) Facsimile: Alternative Invoices shall be submitted to: (b)(7)(E) Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. 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. 2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable: (i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	minimums are exceeded and when allowable costs are incurred. Details are as follows: (i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below: a. Detention Bed Space Services • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information (ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format: a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include: • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information b. Transportation Services: For Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	transportation CLINs without a GM, the supporting documentation must include: • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. c. Stationary Guard Services: The itemized monthly invoice shall state: • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.): 1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support. (iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs. 4. Safeguarding Information: As a Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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 individuals name or other unique identifier and full date of birth, citizenship, or immigration status. As part of your obligation to safeguard information, the follow precautions are required: (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract. (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. (iii) Use shredders when discarding paper documents containing Sensitive PII. (iv) 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. Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/01/2020	DROIGSA-10-F-0003	70CDCR20FIGR00260

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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)*
P00001	See Block 16C	192120FPA00000002.7	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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
ATTN RONALD SEAMAN
633 COURT STREET
READING PA 196014310

CODE 0432518830000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-F-0003
70CDCR20FIGR00260

10B. DATED *(SEE ITEM 13)*
06/01/2020

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

Net Increase: (b)(4)

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)* Additional Funding (COVID19)

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: (b)(6),(b)(7)(C) @ice.dhs.gov
Alternate COR: (b)(6),(b)(7)(C) @ice.dhs.gov
Contracting Officer: (b)(6),(b)(7)(C) @ice.dhs.gov
Contract Specialist: (b)(6),(b)(7)(C) @ice.dhs.gov

The purpose of this Task Order Modification is to add CLIN 002 in order to provide for COVID Expenses for ICE detainees at Berks County under the provisions of ICE/ERO Intergovernmental Service Agreement (IGSA) no. DROIGSA-10-0003 with Berks County, PA.

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)*
	(b)(6),(b)(7)(C) TEL: EMAIL: (b)(6),(b)(7)(C) @ice.dhs.gov

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6),(b)(7)(C)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CLIN 002 has been added and the funding amount has increased: From: $0.00 By: To: (b)(4) Total obligated funding amount has increased: From: (b)(4) By: (b)(4) To: $2,943,900.00 Discount Terms: Net 30 Accounting Info: (b)(7)(E) Period of Performance: 07/01/2020 to 06/30/2021 Add Item 0002 as follows:				
0002	FY2020 DETENTION FUNDING CLIN 2 - ODC: COVID-19 EXPENSES = (b)(4) The funding provided in this task order is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider more than the amount allotted to those item(s) for performance beyond the funding allotted. All other terms and conditions remain unchaged.	1	EA	(b)(4)	

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Shirley F. Ebbesen
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2007-0549
Revision No.: 2
Date of Last Revision: 03/26/2009

State: Pennsylvania

Area: Pennsylvania County of Berks

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Berks County Prison, PA.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; $6.55 per hour, effective July 24, 2008.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

2020-ICLI-00042* 2786

1433737

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Shirley F. Ebbesen Director Division of Wage Determinations	Wage Determination No.: 2007-0549 Revision No.: 2 Date of Last Revision: 03/26/2009

State: Pennsylvania

Area: Pennsylvania County of Berks

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Berks County Prison, PA.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; $6.55 per hour, effective July 24, 2008.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or

appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

ATTACHMENT 7 – RESIDENTIAL STANDARDS LISTING

http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf

http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf

http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf

http://www.ice.gov/doclib/pi/familyresidential/hungerstrikes.pdf

http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf

http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf

http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf

http://www.ice.gov/doclib/pi/familyresidential/searches_of_residents.pdf

http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf

http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf

http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf

http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf

http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behaviormanagement.pdf

http://www.ice.gov/doclib/pi/familyresidential/contraband.pdf

http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf

http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf

http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf

http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf

http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf

http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf

http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf

http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf

http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf

http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf

http://www.ice.gov/doclib/pi/familyresidential/educationstandard.pdf

http://www.ice.gov/doclib/pi/familyresidential/staff_hiring.pdf

http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf

http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf

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 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(l)(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 [[Page44)) 30, 1976, and 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	$14.76 (As of Jan 08)
GS-07	$18.29 (As of Jan 08)

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 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 provison:

(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
(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]

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2007-0549
Revision No.: 1
Date of Last Revision: 10/29/2007

State: Pennsylvania

Area: Pennsylvania County of Berks

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Berks County Prison, PA

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; $5.85 per hour, effective July 24, 2007.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

ATTACHMENT 7 – RESIDENTIAL STANDARDS LISTING

http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf

http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf

http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf

http://www.ice.gov/doclib/pi/familyresidential/hungerstrikes.pdf

http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf

http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf

http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf

http://www.ice.gov/doclib/pi/familyresidential/searches_of_residents.pdf

http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf

http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf

http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf

http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf

http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behaviormanagement.pdf

http://www.ice.gov/doclib/pi/familyresidential/contraband.pdf

http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf

http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf

http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf

http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf

http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf

http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf

http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf

http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf

http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf

http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf

http://www.ice.gov/doclib/pi/familyresidential/educationstandard.pdf

http://www.ice.gov/doclib/pi/familyresidential/staff_hiring.pdf

http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf

http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf

DROIGSA-09-0027
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
WASHINGTON, DC
AND
BERKS COUNTY, PENNSYLVANIA

This Intergovernmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Berks County, Pennsylvania ("Service Provider") for the Residential care of alien families ("residents") or juvenile delinquents ("detainees") while awaiting deportation. The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:
The Service Provider shall provide detention services for residents/detainees at the following institution(s):
Berks County, Pa
1243 County Welfare Road
Leesport, PA 19533

The following constitute the complete agreement:

- INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)
- PROPOSAL, DATED 3/24/09 (Incorporated by reference)
- ATTACHMENT 1—RESIDENTIAL STATEMENT OF WORK
- ATTACHMENT 2—QUALITY CONTROL PLAN (to be inserted at time of award)
- ATTACHMENT 3—QUALITY ASSURANCE SURVEILLANCE PLAN (w/ PRS, CDR and PMT)
- ATTACHMENT 4—STAFFING PLAN (to be inserted at time of award)
- ATTACHMENT 5—LABOR STANDARDS
- ATTACHMENT 6—WAGE DETERMINATION Number 2007-0549, Rev 2 Dated 26 March 2009
- ATTACHMENT 7 – ICE/DRO RESIDENTIAL STANDARDS (Incorporated by Reference).

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

ACCEPTED:
U.S. Immigration and Customs Enforcement

Contracting Officer
(b)(6),(b)(7)(C)
Date: _____

ACCEPTED
(b)(6),(b)(7)(C)
Chairman, Board of Commissioners
Print Name: Mark C. Scott
Date: August 6, 2009

2020-ICLI-00042* 2803

1433737

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 is (b)(4) (family)/(b)(4) (juvenile). 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.

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/detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. 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/detainees 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/detainees 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. 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 residential/detention standards 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 the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

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 male/female beds on a space available basis. The Service Provider shall house all residents/detainees as determined within the Service Provider's classification system.

B. Basic Needs: The Service Provider shall provide residents/detainees 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 residential facility who is under the age of eighteen (18) and unaccompanied by a parent or guardian, the Service Provider shall not house that person with adult residents/detainees and shall immediately notify the Contracting Officer's Technical Representative (COTR).

C. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate residents/detainees. 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'/detainees' language, as appropriate, to residents/detainees 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/detainees for translation services. If the Service Provider uses a resident/detainee 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 Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO), necessary escort and transportation services for residents/detainees to and from designated locations. Escort services will be required for escorting residents/detainees 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/detainees securely and in a timely manner. Transportation and/or escort services may be required to transport residents/detainees 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/detainees 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/detainees 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/detainee 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 $19.18 per hour. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of $28.77 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 the Contracting Officer signs the Agreement. The mileage rate for this Agreement is $0.55/mile. 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 Division of Immigration Health Services (DIHS). The facility is responsible for the provision of appropriate space and offices to support a medical clinic operation.

I. Dental Care – The Service retains the right to use a medical provider proposed by the contractor or to use its own Medical Provider, the United States Public Health Service (USPHS), Division of Immigration Health Services (DIHS). As such, the cost component for health services should be shown as a line item.

J. On-Site Dental Health Care including Pediatric Dental Care: The Contractor shall provide on or off-site access to dental care for all residents 24 hours per day, 7 days per week. The Contractor shall furnish the residents instructions in his or her native language for gaining access to full dental health services. DIHS 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 Contractor shall ensure that its employees solicit each resident for health complaints and deliver the complaints in writing to the DIHS health care staff. The contractor is responsible for transportation to and from all off-site appointments.

Article IV. Receiving and Discharging Residents/Detainees

A. Required Activity: The Service Provider shall receive and discharge residents/detainees 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/detainees. The Service Provider shall ensure positive identification and recording of residents/detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

B. Restricted Release of Residents/residents/detainees: The Service Provider shall not release residents/detainees 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/detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the resident/detainee 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/detainee exhibiting violent or disruptive behavior, or of any resident/detainee 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/detainee already in custody, the Service Provider shall notify ICE and request removal of the resident/detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the resident/detainee.

D. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate residents/detainees 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. Residential Standards

A. The Service Provider is required to house residents/detainee and perform related residential/detention services in accordance with the most current edition of the ICE/DRO Residential Standards. The links to the ICE/DRO Residential Standards can be found in Attachment 7. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE/DRO Residential Standards.

B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE Residential Standards, 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 residential/detention standards referenced in this Agreement.

Article VI. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, residents/detainees 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 indefinitely, unless terminated in writing, by either party. Either party must provide written notice of intentions to terminate the agreement, 60 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 VIII. Inspections

The Facility and 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 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 Provider shall be maintained and made available to the Government during contract 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 Provider or a subcontractor, the Provider shall furnish, and shall require subcontractors to furnish, at no increase in 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 agreement requirements, the Government may require the Provider to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Provider to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed.

F. If the 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 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/Detainee 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/detainee 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/detainee'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/detainee's discharge from the Service Provider's custody.

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. Disputes: The ICE 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 ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final 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.

C. ICE Unilateral Changes. ICE may unilaterally implement policy and/or procedural changes from time to time in order to meet changes in mission and/or the need to protect the detainees under ICE's responsibility as they relate to services provided under this agreement. The Provider has thirty (30) calendar days from the date of the modification implementing the unilateral changes to submit any requests for cost impacts. Should the Provider determine that there is an impact to the bed day rate, the Provider must submit detailed cost information (including impacts to subcontracts) to support any requests for rate adjustments as a result of the unilateral change. Only those costs with supporting data will be considered.

Article XI. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form. 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-FPA Invoice

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

c. **By e-mail:**
(b)(7)(E) @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/detainee days;
h. the daily rate;
i. the total residential/detainee days multiplied by the daily rate;
j. the name of each ICE resident/detainee;
k. resident's/detainee's A-number;
l. specific dates of detention for each resident/detainee;
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)/detainee(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 (30^{th}) 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 XII. 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 XIII. Hold Harmless and Indemnification Provisions

A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

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 detainee files suit against the Service Provider contesting the legality of the resident's/detainee'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 XIV. 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 the Service Provider for three (3) years after the expiration of the Agreement for purposes of federal 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 sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be 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 XV. 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/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/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 the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.

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 institution. The use of force by the Provider shall at all times be consistent with all applicable policies of ICE Residential Standards regarding Use of Force.

XVI. Security Requirements

A. GENERAL

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Office of Professional Responsibility, Personnel Security Unit (DHS-ICE-OPR-PSU, hereinafter OPR-PSU) has determined that performance of the tasks as described in IGSA (Contract) DROIGSA-08-0012 requires that the Service Provider (Contractor, subcontractor(s), vendor(s), etc. (herein known as Service Provider) have access to ICE detainees (Children, Adults and Families), and that the Service Provider will adhere to the following and shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement .

B. SUITABILITY DETERMINATION

ICE-OPR-PSU shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to ICE detainees, as well as, when applicable, sensitive Government information access for Service Provider employees, based upon the results of a background investigation.

ICE-OPR-PSU 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 Service Provider 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 ICE-OPR-PSU, at any time during the term of the IGSA. No employee of the Service Provider shall be allowed to EOD and/or access facilities or ICE detainees without a favorable EOD decision or suitability determination by OPR-PSU. No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by OPR-PSU. Service Provider employees assigned to the IGSA not needing access to ICE detainees or recurring access to DHS-ICE facilities will not be subject to security suitability screening.

Suitability criteria as detailed in ICE Policy Directives that will exclude applicants from consideration to perform under this agreement include, but not limited to:

Felony convictions, or a conviction for any crime that involves violence
Conviction of a sex crime
Offense/s involving a child victim
Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
Intentional falsification and/or omission of pertinent personal information
Drug and/or Alcohol Abuse
Personal conduct to include failure to pay just debts

The process for suitability determination includes, but is not limited to, criminal, employment, citizenship, residential and financial records checks and reviews.

C. BACKGROUND INVESTIGATIONS

IGSA Service Provider employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to ICE detainees, 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, managed and conducted under direction of OPR-PSU.

In those cases where prospective IGSA Service Provider employees already have a security clearance issued by the Defense Industrial Security Clearance Office (DISCO), that was granted using an appropriate background investigation, reciprocity may apply in that those prospective employees may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted.

Prospective Service Provider 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 45 days before the starting date of the IGSA (contract), or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

Details regarding the required forms will be provided by ICE-OPR. Only complete packages will be accepted by OPR-PSU. Specific instructions on submission of packages will be provided by OPR-PSU.

PLEASE NOTE: Unless an applicant has resided in the US for three of the past five years, with few exceptions such as military or other federal service overseas, the Government may not be able to complete a satisfactory background investigation. In such cases, OPR-PSU retains the right to deem an applicant as ineligible due to insufficient background information.

D. SUITABILITY – RETROACTIVE EFFECT

Employees of the Service Provider(s) who have not been previously investigated as described under the Background Investigations section, above, must be scheduled not later than six months after implementation of this IGSA. Employees of the Service Provider(s) may continue to work while the investigation is in progress.

E. CONTINUED ELIGIBILITY

If a prospective Service Provider employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Service Provider 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 10 years.

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

The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrests to superiors.

The Service Provider will report any adverse information coming to their attention concerning contract employees under the IGSA to 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.

OPR-PSU must be notified of all terminations/ resignations within five days of occurrence.

If applicable, the Service Provider will return any expired ICE-DRO owned employee identification cards and/or building passes, or those of employees terminated and/or removed from the IGSA to the COTR within five (5) workdays. 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.

F. EMPLOYMENT ELIGIBILITY

The Service Provider must agree that each employee working on this IGSA will have a Social Security Card issued and approved by the Social Security Administration.

The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

ICE-DRO has determined that employment on this IGSA (Contract) shall be limited to U.S. Citizens, Lawful Permanent Residents and Conditional Permanent Residents.

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

G. SECURITY MANAGEMENT

The Service Provider 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 personnel security matters and if applicable, information security matters.

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

H. INFORMATION TECHNOLOGY SECURITY

Should the scope of the work change to require IGSA Service Provider personnel to access DHS-ICE IT systems, DHS IT Management Directives preclude routine access to any DHS ICE IT systems, to include those utilized by ICE-DRO, by Non-U.S. citizens, including Lawful Permanent Residents (LPRs).

I. ICE-DRO SPECIFICATIONS TECHNICAL STANDARDS - EMPLOYMENT ELIGIBILITY FOR CHILD CARE WORKERS

The Service Provider will:

1. Comply with, and provide evidence of current compliance with, any and all requirements required by the state in which the facility is located for child care workers, including but not limited to that required for a residential child care license or equivalent in that state; and

2. include on its employment application a question asking whether the individual has ever been arrested for or charged with a crime involving a child, and

3. require a listing of the applicant's residence(s) or other time period required for by the state for licensure of child care workers as referenced above. If no time period is referenced by the state, 5 years shall apply; and

4. re-certify its employees every 24 months, or a shorter time period if required by the state for licensure of child care workers as referenced above.

After the Service Provider employee receives favorable suitability adjudication results and the employee successfully completes the training and passes any required

examination(s), the Service Provider shall submit the following information to the ICE COTR:

A certification, signed by the Facility Manager or his/her designee, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Service Provider's facility.

2. Two color photographs, 1" x 1," no more than one year old, of the employee's head and upper shoulders.

No person shall be permitted to work under this IGSA without a valid identification card, unique to this IGSA, which shall be issued by the COTR. The identification card shall be worn on the outermost garment of the employee's uniform. At the end of the IGSA (contract) period, the Service Provider must return to the COTR all blank identification cards and all completed cards for guards who will not continue to work under ICE contracts.

The Service Provider is responsible for the employees having all required documents and/or certifications referred to above in their possession at all times while on the protected premises. This includes a valid CPR/First Aid card for all Service Provider staff having regular contact with facility residents

The CO shall have the express authority to demand return of the identification card for any Contract employee who does not maintain compliance with the Contract standards. The CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all performance criteria.

XVII. 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 ("CO"), in consultation with the Contracting Officer's Technical Representative ("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 IGSA 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 CO 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 either 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.

XVIII. Contracting Officer's Technical Representative

A. The Contracting Officer's Technical Representative (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.

XIX. 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.

****

END OF DOCUMENT

****

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 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(l)(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 [[Page44)) 30, 1976, and 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	$14.76 (As of Jan 08)
GS-07	$18.29 (As of Jan 08)

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

(l)(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 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 provison:

(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

(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]

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Shirley F. Ebbesen
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2007-0549
Revision No.: 2
Date of Last Revision: 03/26/2009

State: Pennsylvania

Area: Pennsylvania County of Berks

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Berks County Prison, PA.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; $6.55 per hour, effective July 24, 2008.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

2020-ICLI-00042* 2831

1433737

FAMILY RESIDENTIAL FACILITY
STATEMENT OF WORK
March 2008

1. Background

The U. S. Department of Homeland Security, Immigration and Customs Enforcement (ICE or Agency) provides funds through this agreement to both public and private sector entities to provide temporary residential shelter care and other related services to families in its custody.

2. Objectives

a. The purpose of this contract 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 staff secure environment and other related services to alien family groups who are currently held in the legal custody of the ICE.

b. The specific project goal is the provision of State licensed residential care and other related services twenty-four (24) hours per day, seven (7) days per week, to alien family groups who have been approved for such services by the ICE. These individuals, although released to the physical custody of the Provider, shall remain in the legal custody of the ICE. Service delivery is expected to be accomplished in a manner that is sensitive to the culture, the native language and the complex needs of this population. The alien population will consist of families with juveniles up to and including 17 years of age and related adults 18 years of age and older. Provider should expect aliens from any number of ethnic backgrounds and nationalities.

c. A goal of the statement of work is to establish and implement Performance Criteria, as stated in Appendix A. The statement of work contains a wide range of performance requirements and references Federal laws, ICE Residential Standards and requires adherence to applicable state laws and requirements. The Performance Criteria in Appendix A cites those areas of performance that are deemed to be critically important and must be achieved to enable compliance with laws and to safeguard and support alien family groups' health, safety and well-being. The list of Performance Criteria includes the required outcomes; performance indicators and information on how each is measured. The establishment of these criteria serves to categorize this statement of work as a *Performance Work Statement (PWS).*

2020-ICLI-00042* 2832

1433737

Notwithstanding the establishment of selected tasks and deliverables as formal Performance Criteria with corresponding outcomes, performance indicators and measurements, the Provider is obligated to perform and fulfill all requirements of this contract and statement of work.

3. Terms

a. Admission: A procedure, which includes searching, photographing, health and safety assessment, and collecting personal history data. Admission also includes the inventory and storage of the individual's accompanying personal property.

b. Alien Family Group: A group of closely related adults (parent, grandparent, brother, sister) and juveniles (son, daughter, grandchild, sibling) encountered within the United States.

c. Alien Unaccompanied Juvenile: An alien unaccompanied juvenile is defined as a male or female foreign national under 18 years of age who has entered the United States unaccompanied by either parent, adult relatives or legal guardian, and who is in the custody of the ICE and is the subject of removal proceedings under the Immigration and Nationality Act, and may have an application for asylum pending with the Executive Office of Immigration Review (EOIR).

d. Contraband: Any item possessed by residents or found within the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures which have been approved by ICE.

e. Contracting Officer: An employee of the ICE responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.

f. Contracting Officer's Technical Representative: An employee of the ICE responsible for monitoring all technical aspects and assisting in administering the contract.

g. Provider: The entity, which provides the services described in this statement of work.

h. Family Reunification: Family Reunification is a case in which the ICE approves the release from custody of an unaccompanied juvenile to a parent(s) or adult relative(s) residing in the United States. The parent/relative must be willing and able to assume responsibility for the care, provide supervision, and ensure the juvenile's presence at EOIR proceedings.

i. 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.

j. Family Residential Standards: A set of standards and policies governing the minimum requirements for care and treatment of aliens held in ICE family residential centers.

k. Family Residential Shelter Care: For the purposes of this document, includes 24-hour supervised residential care in a setting for juveniles and adults that are related.

l. Grievance: A written complaint filed by a resident concerning personal health/welfare or the operations and services of the facility.

m. Headquarters, Office Detention and Removal Operations: For the purposes of this document, the division at ICE Headquarters making policy for the Family Residential Program.

n. Health and Safety Assessment: A system of structured observation and/or initial health assessment to identify newly arrived residents who could pose a health or safety threat to themselves or others.

o. Individualized Needs Assessment/Service Plan: Includes (a) various initial intake forms; (b) essential data relating to the identification and history of the resident and family; (c) identification of the residents' special needs including any specific problem(s) which appear to require immediate intervention; (d) an educational assessment and plan; (e) an assessment of family relationships and interaction with adults, peers and authority figures; (f) a statement of religious preference and practice; (g) an assessment of the resident's personal goals, strengths and weaknesses; and (h) identifying information regarding immediate family members, other relatives, godparents or friends who may be residing in the United States.

p. Juvenile and Family Residential Management Unit: A designated unit within the Headquarters, Office of Detention and Removal Operations, with the primary responsibility for management and oversight of juvenile and family care, custody, and treatment.

q. Medical Records: A separate set of records apart from the resident's social record that are maintained by the Provider. These records shall include at a minimum:
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 Provider, its sub-Provider, or any other third party are the property of ICE.

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

s. Restraint Devices: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, leg weights and chemical restraints.

4. Program Scope and Services

a. Program Scope

(1) The Provider shall provide shelter care and other services in a state licensed residential shelter care program. The design and administration of the program shall be in accordance with all applicable Federal, state and local licensing provisions, the requirements of the ICE Juvenile Detention and Shelter Care Program Guidelines and the ICE Family Residential Standards, as applicable. It is the Provider's responsibility to assume adequate and appropriate management oversight for the implementation and successful performance of this contract.

(2) The location of this facility shall be within the Continental United States. ICE reserves the right to award more then one contract for one or multiple facilities. The Provider must be able to admit and discharge family groups or any part of that group on a 24-hour per day, seven (7) days a week basis.

(3) Services shall be provided for the period beginning when the family group or any part of that group is placed in the Family Residential Program and ending when the ICE releases the family group or any part of the family group, transfers him/her to another facility, or removes him/her from the United States.

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

(5) The Provider shall ensure that the family group(s) and its individual members follow an integrated and structured daily routine which shall include, but not be limited to the following services: education, recreation, life skills and/or chores, study period, counseling, group interaction, free time and access to religious and legal services.

(6) The daily routine will enhance programmatic supervision and accountability as well as encourage the development of individual and

social responsibility on the part of each individual. Program rules and disciplinary procedures shall be written and/or translated into a language understood by the residents and appropriate for their level of development. These rules shall be provided to the residents and fully understood by all program staff.

(7) Program content and plans must accommodate individuals of all ages, in various stages of personal adjustment amid ICE administrative processing. Because of the variables and uncertainties inherent in each case, the length of care per resident will vary. Therefore, the Provider will design the program to provide a combination of short-term (up to 90 days) and long- term (in excess of 90 days) care.

(8) Residents served by this contract are individuals who are alleged to have entered or attempted to enter the United States in violation of law. Some residents may have committed a violation of immigration law. Others may 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 alien who has a violent or criminal history and/or convictions shall be admitted to a family facility.

(9) The Provider shall implement and administer a case management system which tracks and monitors each resident's progress on a regular basis, at a minimum of weekly, to ensure that he/she receives the full range of program services in an integrated and comprehensive manner.

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

(11) The ICE will work closely with the Provider in the administration of these programs in order to address the intricate and complex needs of these individuals in ICE custody for care and protection in a manner which meets the mandates of current United States law.

b. <u>Program Services</u>

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

(1) <u>Care and Maintenance – Proper</u> 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.

(2) Medical/Mental/Dental Care – ICE retains the right to use a medical provider proposed by the Provider or to use its own Medical Provider, the United States Public Health Service (USPHS), Division of Immigration Health Services (DIHS). As such, the cost component for health services should be shown as a line item.

(a) Level of Professionalism: The Provider shall ensure that all health care service providers utilized for residents hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. When not provided by the government, the Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this contract.

(b) On-Site Health Care including pediatric well-care: When not provided by the government, the Provider shall provide on-site medical and health care coverage and access to dental care for all residents 24 hours per day, 7 days per week. The Provider shall furnish the residents instructions in his or her native language for gaining access to health care services, to include access to full medical, mental and dental health services. 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 Provider shall ensure that its employees solicit each resident for health complaints and deliver the complaints in writing to the Provider's health care staff. Residents with chronic conditions shall receive prescribed treatment and follow-up care.

(c) Arrival Screening: When not provided by the government, the Provider shall screen each resident within six (6) hours of arrival at the facility. The screening shall include at a minimum, tuberculosis (TB) symptom screening, planting of the Tuberculin Skin Test (PPD), recording the history of past and present illnesses (including mental and physical) and suicide screening. Sample screening and exam forms are attached. (In lieu of PPD, ICE prefers that all residents receive a chest x-ray, where possible)

(d) Emergency Medical Care: The Provider shall furnish 24-hour emergency medical care and emergency evacuation procedures. In an emergency, the Provider shall obtain the medical treatment

required to preserve the resident's health. The Provider shall have access to an offsite emergency medical provider at all times. The Health Authority of the Provider shall call the United States Public Health Service (USPHS) Managed Care Coordinator (MCC) as soon as possible, and in no case more than seventy-two (72) hours after the resident's receipt of such care. The Health authority will obtain pre-authorization from the USPHS MCC for service(s) beyond the initial emergency situation.

(e) Immunizations: A written immunization policy and procedure which is in compliance with the USPHS, Centers for Disease Control, must be in place and implemented. These criteria will be provided through the ICE Division of Immigration Health Services Program.

(f) Policies and Procedures: The Provider shall develop and administer a comprehensive policy regarding the dispensing of over-the-counter and prescribed medication and special diets. The Provider shall have written policies and procedures in place to effectively address episodes involving mental health issues.

(g) Safety: The Provider shall ensure the safety of minors in family units from abuse by related and non-related adults. The Provider must abide by all State regulations pertaining to child health in residential facilities. These will apply to adults in the facility as well to prevent cross-contamination to prevent the spread of disease within the facility.

(h) Medical Stipulations: The ICE, through DIHS, will authorize the service and payment for such service(s) of all non-emergency, offsite medical care and non-routine on-site medical services (e.g. offsite lab tests, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes – See attached DIHS Covered Services Plan).

1) DIHS acts through their agents, the MCC's, as the final health authority for ICE on all offsite and non-routine resident medical and health related matters. The relationship of the DIHS to the resident equals that of physician to patient. The Provider shall release any and all medical information for residents to the MCC upon request. The Provider shall solicit MCC approval before proceeding with non-emergency, offsite medical care (e.g. offsite lab tests, eyeglasses, and cosmetic dental services). The Provider shall submit supporting documentation with the request for authorization of services to the MCC. For

medical care provided outside the facility, the MCC may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the resident. The ICE may refuse to reimburse the Provider and/or outside health care provider for non-emergency medical costs incurred that were not prior approved by the MCC.

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

3) Bills for Services Requiring MCC Pre-authorization: The 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 they understand regarding program content, services, rules (written and verbal), expectations and the availability of legal assistance. Residents shall be given a current list of pro bono legal service providers which will be made available by ICE.

(4) Individual Counseling – Programs shall schedule at least one (1) individual counseling session per week conducted by trained social work staff with the specific objectives of reviewing the resident's progress, establishing new short term objectives, and addressing both the developmental and crisis-related needs of each resident. Provider shall anticipate many "emergency" individual counseling sessions.

(5) Family Counseling – Programs shall include family group counseling sessions as needed, with the opportunity presented at least once a week.

(6) Case Management

(a) The Provider shall ensure that comprehensive and realistic individual service plans are developed, implemented and closely coordinated for each resident through an operative case

management system. Individual plans for the care of each resident must be developed in accordance with state requirements relating to individual service plans. Staff members responsible for specific case management activities must be identified and their responsibilities fully defined.

(b) The Provider shall have established policy and procedure in place to provide for shift briefings. The purpose of these structured briefings is to afford staff a pre-scheduled and structured opportunity to pass critical information from one shift to the next.

(7) Acculturation/Adaptation – Provider shall provide a program, which includes, but is not limited to, information regarding personal health and hygiene, human sexuality and the development of social and inter-personal skills, which contribute to those abilities necessary to live independently and responsibly.

(8) Juvenile Education

(a) Educational services appropriate to the level of development and communication skills are to be made available to all juveniles in accordance with existing appropriate State and federal regulations. Provider shall provide an education program in a structured classroom setting, Monday through Friday modeled after a year-round program in accordance with applicable State regulations. Daily lessons will include a minimum of one (1) hour of daily instruction in each of the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education. A secondary focus of the education program will be English as a Second Language (ESL). Teaching staff is required to be ESL certified, or enrolled in an ESL Certification program. As it is expected that Spanish and Chinese will be the predominant languages, the Provider shall provide Spanish and Chinese speaking teachers/aides to accommodate the student population as needed. Telephonic translation services shall be made available in each classroom to accommodate the diverse needs of the multi-lingual student population. The educational program shall meet or exceed respective State guidelines and requirements and shall meet all benchmarks as required by the U.S. Department of Education.

(b) All teachers shall be certified or licensed by the respective state Department of Education or equivalent government-licensing agency. The student/teacher ratio shall not exceed 20:1, or shall be in compliance with State policy and requirements.

(c) Students will be administered an individual education assessment in accordance with attached ICE Residential Standards.

(d) All children who are handicapped and/or in need of special education and related services will be identified, located, evaluated, and referred to an appropriate agency for intervention and services, in accordance with the Individuals with Disabilities Education Improvement Act of 2004, Title 20 U.S.C. § 1400, *et seq.*, and any subsequent amendments to the statute.

e) Upon transfer or discharge from the program, each juvenile shall be provided with proof of attendance, and copies of assessments and transcripts will be made available upon request.

(9) Recreation and Leisure Time – The Provider shall provide a separate space for indoor and outdoor recreation activities. Separate plans for juvenile and adult residents shall be in accordance with attached ICE policy and standards. The Provider shall develop a program allowing for off-site field trips by minors at least monthly.

(10) Library Services – The Provider shall make library services available to all residents. Reading material should reflect diverse interests and be appropriate for various levels of literacy. Residents shall have access to legal materials explaining United States immigration law and procedures in accordance with the attached ICE Family Residential Standard. ICE will supply all necessary legal materials on CD-ROM. The Provider shall develop policy and procedure and provide for access to these materials.

(11) Assignment of Individual Chores – The Provider shall develop written procedures regarding chores or vocational assignments and associated schedules. Consideration shall be given to the fact that residents are not required to participate in uncompensated work assignments unless the work involves light housekeeping of personal areas or personal hygiene needs. The Provider shall allow for an adult resident voluntary work program in accordance with the attached ICE Residential Standard. The Provider shall provide to the COTR weekly status of the volunteer work program.

(12) Visitation – Visitation shall be conducted in accordance with attached ICE Residential Standard and existing applicable State regulations relating to visitation.

(13) Legal Services

(a) The ICE will provide all residents with specific information regarding the availability of free legal assistance and 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) The ICE will advise residents that they may apply for political asylum or request voluntary departure in lieu of removal.

(c) Provider shall establish policy and procedures to assist each resident in making confidential contact with attorneys or their authorized representatives in accordance with ICE Residential Standards on visitation.

(14) 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 residential standards.

(15) Grievance Procedures

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

(b) Provider shall provide a viable complaint procedure in accordance with ICE Residential Standards. All formal grievances shall be accessed first by the ICE local supervisor.

(16) Rules and Discipline Procedures

(a) The 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 and reviewed annually and updated when necessary.

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

(c) The Provider shall provide all residents all rules for discipline and corrective action upon admission and such rules shall be posted in the facility. Provider shall ensure that the standards for rules and discipline shall be formulated with consideration for the range of ages and maturity found in a short-term care program and are culturally sensitive to the needs of the residents.

(17) Food Services – Meal programs shall incorporate a meal service that promotes family unity and needs. Consideration as to types of meals, manner of meal presentation, and access to salad bars and drink service should consider self-service opportunities. Menus should also consider palatability and variety with consideration given to both family and child friendly meals that promote healthy eating while allowing parental responsibility in selection and delivery.

(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. Provider shall submit a *35-day* cycle menu certified by a licensed dietitian for ICE approval. Meals shall be palatable, served at the appropriate temperature, and shall comply with the approved menu.

(b) The 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 — 2 oz. of protein, i.e., beef, chicken, turkey, ham, tuna fish, peanut butter
2) One (1) Set Condiments (mustard/mayonnaise- when applicable)
3) One (1) Medium Fresh Fruit
4) One (1) Carton Milk/Juice/Punch (8 oz.)
5) One (1)Napkin
Sack meals shall be individually wrapped to protect against deterioration as well as to promote sanitation.

(18) Translators – The Provider is responsible for providing necessary 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 Provider may utilize commercial phone language interpretive services to fulfill this requirement.

(19) Clothing, Linens and Bedding

(a) The Provider shall allow residents to retain up to ten (10) sets of personal clothing, including undergarments, at any given time for use while at the facility. Clothing is required to be appropriate and meet general modesty requirements.

(b) The Provider shall distribute adequate clothing, including undergarments, footwear and pajamas, weather appropriate, to any

resident who does not have clothing. Clothing shall not be institutional in nature and shall meet community standards. 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 Provider in accordance with state standard and approved facility policy. The material of these items shall be fire-retardant.

(20) Mail and Baggage Inspections – The 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 Residential Standards for juveniles and adults.

(21) Daily Program Activity Schedule – The Provider shall develop a weekly schedule of all program activities. The schedule shall show on a daily basis (Sunday-Saturday) the activity, location, supervisor, and any limitation on the number of participants. The facility Program Director shall review the activity schedule and forward to ICE for JFRMU approval.

(22) Admissions Procedures – The Provider shall have uniform admission procedures for residents which shall ensure, at a minimum, that the Provider

(a) Verifies that all official documents, which accompany each resident, are complete and accurate so that they accurately identify the resident.

(b) Conducts a comprehensive verbal orientation regarding the program and services for all residents in a language they understand, and documents completion of this orientation by having both the resident and the intake staff person sign and date a statement to that effect, or if resident is a juvenile the family member shall co-sign with the juvenile, or if the resident is too young and unable to sign, the intake staff person will document the reason why the juvenile's signature is not on the document. This orientation shall include the program's basic rules, regulations, and procedures, and any actions, which could 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 Residential Standard. This record shall be supplemented for any additional property the resident receives during his or her stay at the facility. The 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 receive clean clothing (if needed), bedding, and personal hygiene items.

(e) Ensures that all residents receive a complete health and safety assessment (including lice screening) upon admission and a complete medical examination by a licensed physician or physician's assistant within 48 hours of admission or the first workday after admission (unless the alien received a medical examination from the transferring ICE facility, and documentation of such is provided), and a psychological evaluation, if indicated by a counselor, psychologist or psychiatrist within 14 days of admission, or sooner if necessary.

(f) An admission packet shall be done and include all items required by the Residential Standard for Admissions.

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

(a) The Provider shall develop, maintain and safeguard individual resident case records. The Provider shall develop a system of accountability, which 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 alien 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.

(24) Cash Procedures - The following procedures shall be followed to maintain accountability of residents' cash and other valuables. All procedures shall be in accordance with the attached ICE residential standard.

(a) A Log shall be maintained showing all deposit and withdrawal activity (cash, jewelry, etc.). The Log shall include cash amount or item, date, resident's signature, preparing staffs 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.

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

(a) Remote Custody Services

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

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

3) The Provider shall be authorized one facility staff person

of the same gender as the resident for each such remote custody service, unless at the direction of the COTR, additional facility staff persons are required.

(b) Transportation Services

1) The 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 Provider shall perform medical transportation as needed, weekly, using (b)(7)(E) staff persons per run, one (1) of which must be the same gender as the resident being transported.

3) The Provider shall furnish sufficient vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The 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 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 Provider personnel provided for in the other areas of the contract.

(d) The 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 Provider shall then transport the resident to the facility.

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

(f) The 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 the right to:

(a) Wear his or her own clothes, when available and appropriate;
(b) Retain a private space in the residential facility for the storage of personal belongings;
(c) Talk privately on the phone, as permitted by the ICE Residential Standards and State regulations;
(d) Visit privately with legal counsel as permitted by the ICE Residential Standard;
(e) Other visits as approved by ICE and monitored by facility staff;
(f) Receive and send mail in accordance with ICE Residential Standard; and
(g) Attend religious services whenever possible.

(2) The 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, and ensures equal access to various services and work assignments, as appropriate.

(3) The Provider shall ensure that all residents have equal opportunities to participate in activities and receive services offered by the program.

5. Program Management

a. Organizational Structure and Coordination

(1) The 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 contract prior to implementation. The Provider shall provide a system that ensures all written policies, plans and procedures are reviewed at least annually and updated as necessary. The Provider shall provide written certification that the review has been conducted. No policy, plan, procedure, or any changes under this contract shall be implemented prior to the written approval of the Contracting Officer.

(2) Provider shall have operative plans that identify organizational structures, lines of authority and lines of responsibility. Provider shall also maintain and administer comprehensive plans that facilitate and enhance intra-program and intra-organizational (if appropriate)

communication. At a minimum, programs must ensure weekly staff meetings to discuss individual service plans, progress and daily schedules. Provider shall maintain working relationships and liaison with appropriate community organizations and the ICE.

(3) The Provider shall provide an overall Quality Assurance Plan (QAP), for approval, that addresses critical and measurable operational performance standards for the services required under this contract. The 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, or as directed by ICE which shall include the performance review of the facility operations for compliance with the QAP and compliance with the requirements of this contract. The Provider shall notify the Government 24 hours in advance of the audit to ensure the COTR is available to participate. The Provider's QAP shall be capable of identifying deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer.

(4) 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 Provider shall refer all media inquiries to the ICE JFRMU. The Provider shall not provide any information to the press concerning this contract without prior approval from the ICE JFRMU. The Provider shall immediately notify the local ICE site supervisor of any media or organizational inquiries.

c. Personnel/Staffing

(1) The Provider shall obtain prior written concurrence from the ICE Contracting Officer Prior to the hire of any key personnel, the Provider shall submit to the Juvenile and Family Residential Management Unit (JFRMU) Project Manager (PM) and the Contracting Officer a request for the review and approval of the job description, resume, cover letter, application, and any other applicable documents.

The following is a list of Key Personnel: Program Director, Assistant Program Director (if applicable), Clinicians/Lead Clinician, and Lead Case Manager.

(2) Prior to any employee performing duties under this contract, the Provider shall compile all documents and certifications which demonstrate

the employees' compliance with the terms and conditions for employment as required by this contract and provide them to the COTR. The 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) All staff responsible for the direct supervision of residents shall comply with the employee educational and/or experience levels that are commensurate with State standards;

(g) Staffing ratio is to be at most stringent state licensing requirement level, specifically, at a ratio at the lowest age group in the facility;

(h) All movement and activity of residents throughout the facility must be supervised by staff who are responsible for the direct supervision of residents;

(i) Staffing ratios must be maintained anywhere in the facility, e.g., when in recreation or dining (one staff person cannot take ten people down the hall). At no time shall there be all male or all female staff on duty. Staffing shall consist of appropriate male/female staff in accordance with the population to allow the accomplishment of the facility's goal;

(j) Staff training shall be in accordance with State standards and shall meet minimum requirements of the ICE Residential Standards for hiring and training. The 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 care, and is expressly prohibited from hindering or interfering with a resident's custody arrangements or in the execution of final immigration court orders.

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

1) Provider staff shall not display favoritism or preferential treatment to one resident, or group of residents, over another.

2) No Provider employee 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.

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

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

5) The 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 Provider or at the discretion of ICE. Failure on the part of the Provider to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the

Provider to appropriate action up to and including termination of the contract for default.

6) The Provider shall provide all employees with a copy of the 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 COIR prior to the employee's beginning work under this contract.

(1) EDUCATION AND BACKGROUND REQUIREMENTS

Education and Experience - at minimum, 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, training instructions and materials, and must be able to compose reports which contain the informational value required by such directives.

3) Each employee shall possess good judgment, courage, alertness, an even temperament, and 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 accompanying excitement of fires, explosions, civil disturbances, and building evacuations.

5) The 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.

(m) Removal from Duty

1) The Provider shall immediately notify the COTR in writing when learning of any adverse or disqualifying information on any employee. If the Contracting Officer or COTR receives disqualifying information on a Provider employee, he/she shall

direct that the Provider immediately remove the employee from performing duties under this contract or any other ICE contract. The Provider must comply with all such directions. Disqualifying information includes but is not limited to:

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

2) ICE may direct that the Provider immediately remove from assignment to this contract any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the COTR or Contracting Officer. The Provider shall immediately notify the COTR in writing when the employee is removed from duty. The 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:

a) Neglect of duty, including sleeping while on duty, loafing, and unreasonable delays of 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.

b) 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.

c) Theft, vandalism, immoral conduct, or any other criminal actions.

d) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.

e) Unethical or improper use of official authority or credentials.
f) Unauthorized use of communication equipment or Government property.

g) Violations *of* security procedures or regulations.

h) Recurring tardiness.

i) Possession of alcohol or illegal substances while on duty.

j) Undue fraternization with residents as determined by the COTR.

k) Repeated failure to comply with visitor procedures as determined by the COTR.

l) 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.

m) Failure to maintain acceptable levels of proficiency or fulfill training requirements.

(n) The Provider shall not assign nor permit any employee to work under this contract more than a total of 12 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 12 hours, the Provider shall obtain prior approval from the COTR. Exceptions shall only be granted on a case by case basis dependent upon the situation.

(o) The 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.

(p) The Provider is responsible for his/her employees having identification credentials in their possession at all times while performing under this contract. The 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, sex, birth date, height, weight, hair color, and eye color.
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 years old. The Provider must void and immediately make the appropriate disposition of all identification credentials upon completion of assignments which result in his/her employees no longer performing 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. Provider shall affirmatively demonstrate through appropriate documentation that all facilities meet all applicable State licensing requirements for residential child care facilities and adult shelter care facilities, where applicable.

(2) The Provider shall provide regular and effective monitoring and shall ensure that all residents are provided housing which 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 Provider to ICE. The Provider shall provide a copy of all State issued reports on the facility to the ICE Contracting Officer.

(3) The Provider shall have a daily housekeeping plan for the facility's physical plant. The Provider shall make arrangements and be responsible for periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to the applicable health and sanitary requirements. All facility maintenance, including janitorial service, is the responsibility of the Provider. Provider shall supply the COTR with a copy of the housekeeping plan.

(4) The Provider shall provide space and accommodations as described in the attached Design Standard for "Family Residential Facility".

(5) The 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. The Provider shall provide a complete set of construction drawings, schedules, and cut sheets at the 35% and 100% design stages for review and concurrence by the Contracting Officer. The 100% design shall be provided to the Contracting Officer at least 60 days prior to commencement of construction.

f. Emergency and Safety Requirements

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

(2) The 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 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 Provider shall assure that the facility is a tobacco free environment.

(4) The Provider shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency or should the facility become unfit for its intended use. The Provider shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The 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 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.

(6) The 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) Children under 10 years of age shall not be permitted in upper bunks of any bunk beds.

(8) All electrical receptacle outlets shall be turned **off** in all bedrooms or protected by electrical safety devices such as surge protection switches or covers. 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, but is not limited to, information describing a chronological listing of all residents, which includes name, alien control number, date of admission, end of month status, and date of discharge.

(2) The 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 alien smuggling syndicates or organized crime;
(c) Pregnancy of the resident;
(d) Child-birth 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(s);
(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 alien 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 reasons to believe that escape was involuntary;
9) Other law agencies notified and point(s) of contact.

h. Record Retention

(1) The Provider shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports. The Provider shall maintain all logs and records required to operate and document both 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 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 Provider shall not destroy or alter with intent to deceive any logs/records pertaining to this contract. At the completion of termination of this contract, the 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 contract. ICE will monitor and evaluate the provision of services; establish mechanisms to facilitate the referral and assignment of juveniles and family groups to the Provider for purposes of shelter care and other related services and provide consultation regarding programmatic issues or concerns, as needed.

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

7. Operating Constraints

The following constraints are the statutory, regulatory, policy and operational considerations that will or may impact the Provider. The Provider is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the 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:

a) Memoranda of Understanding between ICE and individual state and local law enforcement jurisdictions may vary.

b) ICE resource constraints and funding may influence the activities and breadth of the Family Residential Management program.

c) Department of Homeland Security Management Directive (MD) 11042.1- Safeguarding Sensitive but Unclassified (For Official Use Only) Information.

d) Department of Homeland Security Management Directive (MD) 11050.2 - Personnel Security and Suitability Program

e) Other applicable Executive Orders and Management Directives

f) Computer Security Act of 2002

g) The Patriot Act of 2001

h) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208

i) Immigration and Nationality Act of 1952, as amended (P.L. 82-414)

j) The Privacy Act of 1974, as amended (P. L. 5 U. S. C. 552a)

k) Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191)

l) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)

m) Applicable facility codes, rules, regulations and policies.

n) Applicable Federal, state and local labor laws and codes.

o) Pre-clearance approvals are required for access to ICE field staff, facilities and information

p) All applicable environmental requirements, including Executive Orders and Management Directives

q) Existing lease agreements.

r) DHS Non-Disclosure Agreement Requirement

Statement of Work Performance Criteria

The COTR will monitor and evaluate the Provider's progress and performance, including communications throughout the performance period, completeness and quality of performance requirements and the timeliness and quality of deliverables and services. All records, documents, programs and activities that the Provider provides on behalf of alien family groups 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 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 residential care and other services in a state licensed residential care program.	Facility(ies) will become operational by the approved start-up date(s) in the Provider's approved Program Management Plan (or proposal). Each facility is a safe and clean living environment in which all the required tasks and services are timely and accurately delivered.	Facility opens on time. Living quarters accommodate alien family members as prescribed by the SOW and standards. State and local health and safety codes and standards are met.	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 timely executed. The facility does not violate state or local building, health or safety codes. No more than 3 minor violations/year are permitted. Each violation is resolved within the prescribed allotted time frame. No more than 1 major violation/year is permitted. A major violation is one in which there is an imminent danger to staff and/or residents that requires immediate rectification.
(5) The Provider shall ensure that the family group(s) and its individual members follow an integrated and structured daily routine which shall include, but not be limited to the following services: education, recreation, life skills and/or chores, study period, counseling, group	Family members' daily routines include a well-rounded and productive educational and activity curriculum.	The daily curriculum for family members includes children's educational programs, recreation, life skills, counseling (if needed) and access to religious and legal services, if desired.	COTR inspections of programs and resident activities. Resident surveys to validate the availability, use and quality of services.

Task/Deliverable	Required Outcomes	Performance Indicators	How Measured
interaction, free time and access to religious and legal services.			
(9) The Provider shall implement and administer a case management system which 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.	Case files contain each resident's enrollments in activities, their progress and achievements, health care services and other relevant information.	All entries are accurate and current. Law enforcement, Privacy Act and HIPAA-related information are properly safeguarded. Records are secured in accordance with computer security and physical security standards.	COTR inspections of case files.
Ref. 4b Program Services			
(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.	Living quarters, meals, clothing and personal care services are in place and available to all residents.	Each resident has his/her own sleeping quarters, meals, essential clothing and is remunerated for work outside normal chores, when applicable.	COTR inspections of facilities and services to residents. Resident surveys to validate the availability, use and quality of services
(2) Medical/Mental/Dental Care (see Statement of Work for full text).	Arrival screenings are performed within the prescribed 6 hour upon arrival time frame. On-site health care is available 24 hours/day, 7 days per week. Instructions are in the resident's native language. Access to an off-site	Prompt screenings and processing of new arrivals. On-site health care is accessible and available to residents. Instructions are available and clearly understood by residents.	COTR inspections. Information is validated through resident surveys.

Task/Deliverable	Required Outcomes	Performance Indicators	How Measured
	emergency medical care service is arranged and in place. Policies and procedures for dispensing over-the-counter and Rx drugs and special diets are in place.	Emergency care is provided when required. Policies and procedures are reviewed and approved by the COTR	
(6) Case Management (see Statement of Work for full text).	Individual service plans are developed, implemented and coordinated. Staff members are qualified social workers or case workers having the necessary education and training.	Case files are maintained and current. Residents' safety, social and cultural needs are monitored and addressed. Staff members' credentials are available for review.	COTR inspections.
(8) Juvenile Education (see Statement of Work for full text).	Education programs are held in structured and grade level appropriate classroom settings. Instructions in core subjects are provided. Student/teacher ratio does not exceed 20:1. Students with handicaps and/or special needs are identified and referred to appropriate agencies for intervention and services.	Classrooms are provided. Desks/tables are classroom materials are appropriate for each grade level. Teachers are qualified and conduct lessons in the appropriate native language (Spanish and Chinese), as needed. No more than 20 students are in each class. Students with special needs are provided services to facilitate their learning.	COTR inspections. Information is validated through resident surveys.
5. Program Management			
a Organization Structure and Coordination	Policies, plans and procedures are timely developed. They are submitted for COTR	Policies, plans and procedures encompass all program services and program management	Documents are on file with the Provider and available for COTR's inspection.

Task/Deliverable	Required Outcomes	Performance Indicators	How Measured
	review annually.	requirements	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).	The 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

Family and Residential Centers

Quality Assurance Surveillance Plan

February 28, 2008

Attachment 3

Table of Contents

1. INTRODUCTION 1
2. DEFINITIONS 1
3. QUALITY CONTROL PLAN 2
4. METHODS OF SURVEILLANCE 3
5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS 5
6. FAILURE TO MEET PERFORMANCE STANDARDS 5
7. NOTIFICATIONS 6
8. RESIDENT/MEMBER OF PUBLIC COMPLAINTS 8
9. ATTACHMENTS 8
Attachment 1- Performance Requirements Summary 1
Attachment 2 - Contract Discrepancy Report 1
Attachment 3 – Performance Monitoring Tool 1
Attachment 4 – Staffing Plan 1

QUALITY ASSURANCE SURVEILLANCE PLAN
for the
FAMILY AND 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

4 Staffing Plan

Attachment 1- Performance Requirements Summary

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

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Policy Development and Monitoring 4-ALDF-7D-06				
Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health , pharmaceuticals, and dental services provided by the institution	ICE DRO Residential Management Standard (INSERT URL HERE) Communicable Disease 4-ALDF-4C-14 Detainee Hunger Strikes (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf) Experimental Research 4-ALDF-4D-18 Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf) Suicide Prevention (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/suciprev.pdf) Terminal Illness, Advanced Directives and Death (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Security and Control (25%) (Addresses post orders, permanent logs, security features, security inspections, control of contraband, 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.)	Detainee Searches 4-ALDF-2C-01-06 Detainee Accountability & Supervision / Population Counts (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf) Use of Force (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/useoffor.pdf) Detainee Transfers (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf) Tool and Equipment Control (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/toolcnt.pdf) Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14 Detainee Discipline (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf) Special Management Unit- Administrative Segregation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/smu_adm.pdf)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached)	• Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs • Review of service provider's quality control program monitoring reports and output data	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 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
	Special Management Unit-Disciplinary Segregation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf)				
	Contingency/Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/emeege.pdf)				
	Hold Rooms in Detention Facilities (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf)				
	Control of Contraband (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf)				
	Post Orders (ICE Standard)(http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf)				
	Permanent Logs 4-ALDF-2A-11				
	Security Features (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf)				
	Security Inspections and/or Reviews (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/secuinsp.pdf)				
	Sexual Assault 4-ALDF-4D-22-8				

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/partners/dro/opsmanual/transp.pdf) Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14				
Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to residents)	ICE DRO Residential Management Standard (INSERT URL HERE) Environmental Health & Safety (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/environ.pdf) Food Service Standards (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/FoodService.pdf)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic review in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

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

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
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)	ICE DRO Residential Management Standard (INSERT URL IIERE)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs	Performance fully complies with all elements of standard at a level no less than acceptable (See Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Access to Legal Material (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf)				
	Classification, Review, and Housing (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf)				
	Detainee Mail & Correspondence (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf)				
	Group Legal Representation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf)				
	Marriage Requests (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf)				
	Non-Medical Emergency Escorted Trips (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf)				
	Recreation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Religious Practices (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf)				
	Telephone Access (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf)				
	Voluntary Work Program (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf)				
	Visitation Privileges (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF •SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Juvenile Education (15%) (Addresses the adequacy of the juvenile education program, student-teacher ratio, curricula, and compliance with Federal, state and county education requirements)	ICE DRO Residential Management Standard INSERT URL HERE)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Weekly review of classroom set-up, facilities, testing, materials and lesson plans. • Weekly review of lesson subjects per grade level, scheduling by student for age and grade appropriateness, and full subject coverage, as prescribed by Federal, state and county education standards. Includes Department of Education benchmarks. • Periodic review of teachers' ESL certifications and credentials. • Periodic reviews of referrals for counseling and special education services. • State and county assessment reports. • 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 two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established
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 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results.	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. A rating of At-Risk on any of the standards will result in a 15% withholding in the

	Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08		• Ad-hoc reviews as needed • CDRs		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	• 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 *(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)*

5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

6. TO: (*COTR*)	7. FROM: (*Contractor*)

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

9. SIGNATURE OF CONTRACTOR REPRESENTATIVE	10. DATE

11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (*Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary*)

12. GOVERNMENT ACTIONS (*Payment withholding, cure notice, show cause, other.*)

CLOSE OUT

	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

U.S. Immigration and Customs Enforcement

Detention and Removal Operations

Performance Monitoring Tool

Facility Name: _____ _ Month/Year: _____

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

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

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

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				M.	Tools being taken into the secure area of the facility are inspected and inventoried			
					12. Food Service			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	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 dietician 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	Q		DETENTION 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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				B.	Staff receive training in identification of hunger strike			
				C.	Process for determining reason for hunger strike			
					17. Key and Lock Control			
				A.	Maintain inventories of all keys/locks/locking devices			
				B.	Emergency keys are available for all areas of the facility			
				C.	Chit system used to issue security equip./keys/radios			
				D.	Policy regarding restricted keys present and followed by staff			
				E.	Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F.	Locks and locking devices are continually inspected, maintained, and inventoried			
					18. Access to Legal Material			
				A.	Adequate equipment is available for 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			
					19. Group Presentations on Legal Rights			
				H.	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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Residents in SMU receive separate presentation			
				K.	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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date

					22. Issuance and Exchange of Clothing, Bedding, and Towels			
				A.	Clothing provided upon intake and exchanged weekly			
				B.	Sheets and towels exchanged weekly			
				C.	Climate appropriate clothing issued and maintained in good repair			
				D.	Facility provides and replenishes personal hygiene items as needed, at no cost to resident			
				E.	Showers operate between 100 degrees and 120 degrees			
				F.	Showers meet ADA standards and requirements			
				G.	Food Service resident volunteers exchange garments daily			
					23. Population Counts			
				A.	Staff conduct formal count at least once per 8 hour shift/ 3x per day			
				B.	At least two officers participate in count for each area			
				C.	Recount conducted when incorrect count is reported			
				D.	Face to photo count conducted as necessary			
				E.	Each resident positively identified during count			
					24. Post Orders			
				A.	Every post has a post order, current & signed by the facility administrator			
				B.	Housing unit officers record all resident activity in a log			
				C.	Supervisor visits each housing area once per shift			
				D.	Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E.	Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			

D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					25. Recreation			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities 1 hour x 5 days			
				C.	Staff conduct daily searches of recreation areas			
				D.	In unit sedentary activities are available			
					26. Religious Practices			
				A.	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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	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			
				K.	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			
					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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				L.	The facility administrator (or designee) visits each SMU daily			
				M.	A health care provider visits every resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			
				N.	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			
					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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				D.	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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
				F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
					34. 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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				F.	Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
				G.	Vehicles have written contingency plans on board			
					36. Use of Force			
				A.	Policy governing immediate/calculated use of force			
				B.	All use of force incidents documented and reviewed			
				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	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					38. Voluntary Work Program			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for 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 4 – Staffing Plan

Insert Staffing Plan here.

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 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(l)(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 [[Page44]) 30, 1976, and 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	$14.76 (As of Jan 08)
GS-07	$18.29 (As of Jan 08)

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

(l)(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 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 provison:

(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
(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]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	See Block 16C	Admin Modification	

6. ISSUED BY CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

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, (b)(6),(b)(7)(C)
Attn: (b)(6),(b)(7)(C)
Washington DC 20536

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

BERKS COUNTY
1287 COUNTY WELFARE RD
LEESPORT PA 195339197

CODE 1507415100000 FACILITY CODE

(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

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

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)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
Christian Y. Leinbach, Commissioner Chair		Matthew Marshman	
(b)(6),(b)(7)(C)	1/31/2012	(b)(6),(b)(7)(C)	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

Attest: (b)(6),(b)(7)(C) 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)	(b)(4)
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

2020-ICLI-00042* 2913

1433737

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

Christian Y. Leinbach, Commissioner Chair
Kevin S. Barnhardt, Commissioner
Mark C. Scott, Commissioner

(b)(6),(b)(7)(C)
Direct Dial (b)(6),(b)(7)(C)
Email (b)(6),(b)(7)(C)@countyofberks.com

January 31, 2012

Matthew Marshman, 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,

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

Alan S. Miller
Berks County Solicitor

ASM:mg
Enc.
Cc: Board of Commissioners (via email w/o enc)
(b)(6),(b)(7)(C) CFO (via email w/o enc)

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

(b)(6),(b)(7)(C)
Christian Y. Leinbach, Chair

(b)(6),(b)(7)(C)
Kevin S. Barnhardt, Commissioner

Attest:

(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

Not Present at meeting
Mark C. Scott, Esq., Chair

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)*
P00002	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-DC		ICE/DM/DC-DC	

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

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

BERKS COUNTY
1287 COUNTY WELFARE RD
LEESPORT PA 195339197

CODE	1507415100000	FACILITY CODE	

(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

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 and FAR 43.103(b)

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

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)		*Officer)*	5/15/13

NSN 7540-01-152-8070
Previous edition unusable

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

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	(b)(4)
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**	(b)(4)
Annual Education Costs. Charged at a rate of (b)(4) (effective **March 1, 2013)** per child until the ceiling of (b)(4) 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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

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 (b)(6),(b)(7)(C)
Washington DC 20536

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

BERKS COUNTY
1287 COUNTY WELFARE RD
LEESPORT PA 195339197

CODE 1507415100000 FACILITY CODE

(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

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 and FAR 43.103(b); Amend Youth rate, move location and designate COR

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

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)*
Christian Y. Leinbach	(b)(6),(b)(7)(C)
15B. CONTRACTOR/OFFEROR (b)(6),(b)(7)(C)	15C. DATE SIGNED 7/2/2013
	16C. DATE SIGNED 7/9/13

NSN 7540-01-152-8070
Previous edition unusable

Attest: (b)(6),(b)(7)(C)
Chief, Clerk

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Academy Drive, Morgantown, PA 19543, effective immediately. (2) Increase the unaccompanied Alien Children per diem rate for fiscal year 2012-2013 from (b)(4) to (b)(4) effective immediately. (3) Designate (b)(6),(b)(7)(C) as the Contracting Officer's Representative (COR) for IGSA DROIGSA-10-0003. 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. All other terms and conditions, including period of performance, remain unchanged. Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

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

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
BERKS COUNTY 1287 COUNTY WELFARE RD LEESPORT PA 195339197	(x)	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:
X	D. OTHER *(Specify type of modification and authority)* 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: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)
Program Office: (b)(6),(b)(7)(C)
Contracting Officer: (b)(6),(b)(7)(C)
Contract Specialist: (b)(6),(b)(7)(C)

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)*	
	(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		8/28/13

NSN 7540-01-152-8070
Previous edition unusable

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

1433737

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

this change, the overall contract value and period of performance remain unchanged.

Exempt Action: Y
Period of Performance: 02/01/2012 to 02/01/2017
Invoicing Instructions:

Service Providers/Contractors shall use these procedures when submitting an invoice.

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

(b)(7)(E) @ice.dhs.gov

Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
ATTN: ERO-FOD-FPA
Williston, VT 05495-1620

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.

2. Content of Invoices: Each invoice submission shall contain the following information:

(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	verification before payment can be processed; (ii) Dunn and Bradstreet (D&B) DUNS Number; (iii) Invoice date and invoice number; (iv) Agreement/Contract number, contract line item number and, if applicable, the order number; (v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of person to notify in event of defective invoice; and 3. Invoice Supporting Documentation. In order to ensure payment, the 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: (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. (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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format. (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 (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. (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. (vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. 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 ...				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	citizenship, or immigration status. As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII. Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII. 5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov				

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)*
P00005	See Block 16C		

6. ISSUED BY CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

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 (b)(6),(b)(7)(C)
Washington DC 20536

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

BERKS COUNTY
1287 COUNTY WELFARE RD
LEESPORT PA 195339197

CODE 1507415100000 FACILITY CODE

(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

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

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		9/6/13

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DROIGSA-10-0003/P00005	2	2

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(6),(b)(7)(C) @ice.dhs.gov) ICE / ERO, JFRMU Coordinator Berks Family Residential Center As a result of this administrative change, the overall contract value and period of performance remain 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 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	See Block 16C		

6. ISSUED BY CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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 addres 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)*
	(b)(6),(b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		11/19/2013

NSN 7540-01-152-8070
Previous edition unusable

RM 30 (REV. 10-83)
ISA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Update "Article XI. Enrollment, Invoicing, and Payment" to designate a "Remit To" address for invoicing purposes. (1) The DUNS number associated with the IGSA is hereby changed: FROM: 150741510 TO: 043251883 (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): 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 (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- Diane Edwards As a result of this administrative change, the overall contract value and period of performance remain 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 of 3

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

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite (b)(6),(b)(7)(C)
Washington DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Diane Edwards, Director	(b)(6),(b)(7)(C)
15B. CONTRACTOR/OFFEROR: (b)(6),(b)(7)(C)	15C. DATE SIGNED: 1/13/14
	16C. DATE SIGNED: 1/16/14

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0003/P00007	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)
	Exempt Action: Y Period of Performance: 02/01/2012 to 02/01/2017 All other terms and conditions of DROIGSA-10-0003 remain unchanged.				

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	(b)(4)
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	$1.00
Dental Costs- effective January 1, 2014	(b)(4)
Annual Education Costs. Charged at a rate of (b)(4) (effective March 1, 2013) per child until the ceiling of (b)(4) is reached. The education rate includes all services described in the Family Residential Facility Statement of Work and Residential Standards.	

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

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

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Diane Edwards, Executive Direct	(b)(6),(b)(7)(C)
15B. CONTRACTOR/OFFEROR (b)(6),(b)(7)(C)	15C. DATE SIGNED 1/15/15
	16C. DATE SIGNED 1/15/15

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0003/P00008	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)
	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.				

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	(b)(4)
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	$1.00
Dental Costs- effective January 1, 2015	(b)(4)
Annual Education Costs. Charged at a rate of (b)(4) (effective March 1, 2013) per child until the ceiling of (b)(4) is 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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00009	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Diane Edwards, Executive Director	(b)(6),(b)(7)(C)
15B. (b)(6),(b)(7)(C)	15C. DATE SIGNED 6/24/15
	16C. DATE SIGNED 6/24/15

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Center. 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.				

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").

Cost Elements	Current Cost	Unit	Post 4th Floor Renovations
Medical			Provided by IHSC
Dental	(b)(4)	Full/Half day	(b)(4)
Transportation			
UAC detention rate (Berks County Youth Center)	(b)(4)	Per UAC/Per Day	(b)(4)
Annual Fixed Cost	(b)(4)	Annual Fixed Cost	(b)(4)
Per person detention rate		Per person/Per Day	
Guard Services		Hourly	
Education		Annual Ceiling	
Chaplaincy Services		Annual	
Voluntary Work Rate	$1.00	Daily	$1.00
Translation Services			
Total One-Time Expansion Costs		One-Time Costs	$1,224,741.35 (Includes $1,053,939.74 funding via P00001 + $170,801.61 in new hire salaries)

Total Current Costs (Annual)	$6,772,380.00	Annual	TBD

End of Table

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)*
P00010	See Block 16C		

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

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, suite (b)(6),(b)(7)(C)
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

CODE	0432518830000	FACILITY CODE	

(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

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

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	7/17/15

NSN 7540-01-152-8070
Previous edition unusable

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

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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00011	See Block 16C		

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

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, suite (b)(6),(b)(7)(C)
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 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	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: (b)(6),(b)(7)(C)
ALT COR: (b)(6),(b)(7)(C)
Contract Specialist: (b)(6),(b)(7)(C)
Contracting Officer: (b)(6),(b)(7)(C)

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)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
Diane Edwards Executive Director (b)(6),(b)(7)(C)		(b)(6),(b)(7)(C) g Officer)	9/18/15

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the column of changes due to the 4th Floor Renovations at the Berks Family and Residential Center. 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.				

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").

Cost Elements	Current Cost	Unit	Post 4th Floor Renovations
Medical			Provided by IHSC
Dental	(b)(4)	Full/Half day	(b)(4)
Transportation			
UAC detention rate (Berks County Youth Center)	(b)(4)	Per UAC/Per Day	(b)(4)
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	$1.00	Daily	$1.00
Translation Services			
Total One-Time Expansion Costs		One-Time Costs	$1,224,741.35 (Includes $1,053,939.74 funding via P00001 + $170,801.61 in new hire

			salaries)
Total Current Costs (Annual)	$6,772,380.00	Annual	TBD

End of Table

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)*
P00012	See Block 16C		

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

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, suite (b)(6),(b)(7)(C)
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

CODE 0432518830000 FACILITY CODE

(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

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

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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Diane Edwards, Director	(b)(6),(b)(7)(C)
15B. (b)(4) *(Signature of person authorized to sign)*	15C. DATE SIGNED 11/16/16
	16C. DATE SIGNED 11/17/16

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	"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. 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.				

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 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(l)(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 [[Page44)) 30, 1976, and 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	$14.76 (As of Jan 08)
GS-07	$18.29 (As of Jan 08)

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

(l)(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 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 provison:

(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
(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]

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Shirley F. Ebbesen, Director — Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No.: 2007-0549 Revision No.: 2 Date of Last Revision: 03/26/2009

State: Pennsylvania

Area: Pennsylvania County of Berks

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and Berks County Prison, PA.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; $6.55 per hour, effective July 24, 2008.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or

appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

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

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. ORDER NO.	4. REQUISITION/REFERENCE NO.
03/30/2010	DROIGSA-10-0003		

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 (b)(6),(b)(7)(C)
Washington DC 20536

6. SHIP TO:
a. NAME OF CONSIGNEE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE

7. TO:
a. NAME OF CONTRACTOR: BERKS COUNTY
b. COMPANY NAME
c. STREET ADDRESS: 1287 COUNTY WELFARE RD
d. CITY: LEESPORT | e. STATE: PA | f. ZIP CODE: 195339197

f. SHIP VIA

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR:
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.
☐ b. DELIVERY
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

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Various

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

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

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: DHS, ICE — $0.00

b. STREET ADDRESS (or P.O. Box): Burlington Finance Center
P.O. Box 1620
Attn: ICE-DRO-FOD-FPA

c. CITY: Williston | d. STATE: VT | e. ZIP CODE: 05495-1620

17(i) GRAND TOTAL: $0.00

22. UNITED STATES OF AMERICA BY (Signature): (b)(6),(b)(7)(C)

23. NAME (Typed): (b)(6),(b)(7)(C)
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(e).

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

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

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(6),(b)(7)(C) DROIGSA replaces order number ACB-0-H-0017. This new agreement establishes the invoicing procedures. All invoices shall be submitted 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-FPA-INVOICES b. By facsimile (fax): (include a cover sheet with point of contact & # of pages) 802-288-7658 c. By e-mail: (b)(7)(E) @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. 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. 2. The information required with each invoice submission is as follows: Each invoice submitted shall contain Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

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

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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 daily rate; h. The total number of residential/ detainee days; i. The name of each ICE resident/ detainee; j. Resident□s/detainee□s A-number; k. Specific dates of detention for each resident/detainee; l. The total residential/detainee days multiplied by the daily rate; 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. Items (a.) through (h.) must be on the cover page of each invoice. Invoices without the above information may be returned for resubmission. Period of Performance: 03/30/2010 to 03/29/2015 The total amount of award: $0.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ▷ $0.00

County Agreement #VC-113110-10

DROIGSA-10-0003

INTERGOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

WASHINGTON, DC

AND

COUNTY OF BERKS, PENNSYLVANIA

This Intergovernmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and County of Berks, Pennsylvania ("Service Provider") for the Residential care of alien families ("residents") or juvenile delinquents ("detainees") while awaiting deportation. The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for residents/detainees at the following institution(s):

County of Berks, PA
1243 County Welfare Road
Leesport, PA 19533

The following constitute the complete agreement:

- INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)
- PROPOSAL, DATED 4/21/08 as modified (Incorporated by reference)
- ATTACHMENT 1—RESIDENTIAL STATEMENT OF WORK
- ATTACHMENT 2—QUALITY CONTROL PLAN (to be inserted at time of award)
- ATTACHMENT 3—QUALITY ASSURANCE SURVEILLANCE PLAN (w/ PRS, CDR and PMT)
- ATTACHMENT 4—STAFFING PLAN (to be inserted at time of award)
- ATTACHMENT 5—LABOR STANDARDS
- ATTACHMENT 6—WAGE DETERMINATION Number 2007-0549, Rev 1 Dated 29 Oct 2007
- ATTACHMENT 7 – ICE/DRO RESIDENTIAL STANDARDS (Incorporated by Reference).

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

ACCEPTED:
U.S. Immigration and Customs Enforcement

(b)(7)(E)

Contracting Officer
(b)(7)(E)
Date: 30 MAR 2010

ACCEPTED:
County of Berks, PA

(b)(7)(E)

Chairman, Board of Commissioners
Print Name: Mark O. Scott
Date: 3/30/2010

2020-ICLI-00042* 2962

1433737

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)	(b)(4)
Monthly Fixed Costs (March – June 2010) (Berks Family Residential Center)	
Monthly Fixed Costs (July 2010 and forward) (Berks Family Residential Center)	
Per person/ per day rate (Berks Family Residential Center)	
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 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/detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. 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/detainees 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/detainees 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. 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 residential/detention standards 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 the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

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 male/female beds on a space available basis. The Service Provider shall house all residents/detainees as determined within the Service Provider's classification system.

B. Basic Needs: The Service Provider shall provide residents/detainees 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 residential facility who is under the age of eighteen (18) and unaccompanied by a parent or guardian, the Service Provider shall not house that person with adult residents/detainees and shall immediately notify the Contracting Officer's Technical Representative (COTR).

C. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate residents/detainees. 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'/detainees' language, as appropriate, to residents/detainees 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/detainees for translation services. If the Service Provider uses a resident/detainee 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 Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO), necessary escort and transportation services for residents/detainees to and from designated locations. Escort services will be required for escorting residents/detainees 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/detainees securely and in a timely manner. Transportation and/or escort services may be required to transport residents/detainees 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/detainees 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/detainees 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/detainee 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 $19.18 per hour. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of $28.77 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 the Contracting Officer signs the Agreement. The mileage rate for this Agreement is $0.55/mile. 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 Division of Immigration Health Services (DIHS). The facility is responsible for the provision of appropriate space and offices to support a medical clinic operation.

I. Dental Care – The Service Provider retains the right to use a medical provider proposed by the contractor or to use its own Medical Provider, the United States Public Health Service (USPHS), Division of Immigration Health Services (DIHS). As such, the cost component for health services should be shown as a line item.

J. On-Site Dental Health Care including Pediatric Dental Care: The Service Provider 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. DIHS 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 DIHS health care staff. The Service Provider is responsible for transportation to and from all off-site appointments.

Article IV. Receiving and Discharging Residents/Detainees

A. Required Activity: The Service Provider shall receive and discharge residents/detainees 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/detainees. The Service Provider shall ensure positive identification and recording of residents/detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

B. Restricted Release of Residents/residents/detainees: The Service Provider shall not release residents/detainees 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/detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the resident/detainee 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/detainee exhibiting violent or disruptive behavior, or of any resident/detainee 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/detainee already in custody, the Service Provider shall notify ICE and request removal of the resident/detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the resident/detainee.

D. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate residents/detainees 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. Residential Standards

A. The Service Provider is required to house residents/detainee and perform related residential/detention services in accordance with the most current edition of the ICE/DRO Residential Standards. The links to the ICE/DRO Residential Standards can be found in Attachment 7. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE/DRO Residential Standards.

B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE Residential Standards, 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 residential/detention standards referenced in this Agreement.

Article VI. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, residents/detainees 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 must provide written notice of intentions to terminate the Agreement, 60 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 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/Detainee 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/detainee 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/detainee'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/detainee's discharge from the Service Provider's custody.

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. Disputes: The ICE 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 ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final 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.

C. ICE Unilateral Changes. ICE may unilaterally implement policy and/or procedural changes from time to time in order to meet changes in mission and/or the need to protect the residents/detainees under ICE's responsibility as they relate to services provided under this Agreement. The Service Provider has thirty (30) calendar days from the date of the modification implementing the unilateral changes to submit any requests for cost impacts. Should the Service Provider determine that there is an impact to the bed day rate, the Service Provider must submit detailed cost information (including impacts to subcontracts) to support any requests for rate adjustments as a result of the unilateral change. Only those costs with supporting data will be considered.

Article XI. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form. 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-FPA Invoice

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

c. **By e-mail:**
(b)(7)(E) @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/detainee days;
h. the daily rate;
i. the total residential/detainee days multiplied by the daily rate;
j. the name of each ICE resident/detainee;
k. resident's/detainee's A-number;
l. specific dates of detention for each resident/detainee;
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)/detainee(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 (30^{th}) 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 XII. 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 XIII. Hold Harmless and Indemnification Provisions

A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

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 detainee files suit against the Service Provider contesting the legality of the resident's/detainee'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 XIV. 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 the Service Provider for three (3) years after the expiration of the Agreement for purposes of federal 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 sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be 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 XV. 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/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/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 the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.

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 Residential Standards regarding Use of Force.

XVI. Security Requirements

A. GENERAL

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Office of Professional Responsibility, Personnel Security Unit (DHS-ICE-OPR-PSU, hereinafter OPR-PSU) has determined that performance of the tasks as described in IGSA (Agreement) DROIGSA-09-0027 requires that the Service Provider (Contractor, subcontractor(s), vendor(s), etc. (herein known as Service Provider) have access to ICE residents (Children, Adults and Families), and that the Service Provider will adhere to the following and shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement .

B. SUITABILITY DETERMINATION

ICE-OPR-PSU shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to ICE detainees, as well as, when applicable, sensitive Government information access for Service Provider employees, based upon the results of a background investigation.

ICE-OPR-PSU 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 Service Provider 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 ICE-OPR-PSU, at any time during the term of the IGSA. No employee of the Service Provider shall be allowed to EOD and/or access facilities or ICE detainees without a favorable EOD decision or suitability determination by OPR-PSU. No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by OPR-PSU. Service Provider employees assigned to the IGSA not needing access to ICE detainees or recurring access to DHS-ICE facilities will not be subject to security suitability screening.

Suitability criteria as detailed in ICE Policy Directives that will exclude applicants from consideration to perform under this Agreement include, but not limited to:

Felony convictions, or a conviction for any crime that involves violence
Conviction of a sex crime
Offense/s involving a child victim
Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
Intentional falsification and/or omission of pertinent personal information
Drug and/or Alcohol Abuse
Personal conduct to include failure to pay just debts

The process for suitability determination includes, but is not limited to, criminal, employment, citizenship, residential and financial records checks and reviews.

C. BACKGROUND INVESTIGATIONS

IGSA Service Provider employees (to include applicants, temporaries, part-time and replacement employees) under the Agreement, needing access to ICE detainees, 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, managed and conducted under direction of OPR-PSU.

In those cases where prospective IGSA Service Provider employees already have a security clearance issued by the Defense Industrial Security Clearance Office (DISCO), that was granted using an appropriate background investigation, reciprocity may apply in that those prospective employees may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted.

Prospective Service Provider 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 45 days before the starting date of the IGSA (contract), or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

Details regarding the required forms will be provided by ICE-OPR. Only complete packages will be accepted by OPR-PSU. Specific instructions on submission of packages will be provided by OPR-PSU.

PLEASE NOTE: Unless an applicant has resided in the US for three of the past five years, with few exceptions such as military or other federal service overseas, the Government may not be able to complete a satisfactory background investigation. In such cases, OPR-PSU retains the right to deem an applicant as ineligible due to insufficient background information.

D. SUITABILITY – RETROACTIVE EFFECT

Employees of the Service Provider(s) who have not been previously investigated as described under the Background Investigations section, above, must be scheduled not later than six months after implementation of this IGSA. Employees of the Service Provider(s) may continue to work while the investigation is in progress.

E. CONTINUED ELIGIBILITY

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

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

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 10 years.

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

The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrests to superiors.

The Service Provider will report any adverse information coming to their attention concerning contract employees under the IGSA to 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.

OPR-PSU must be notified of all terminations/ resignations within five (5) days of occurrence.

If applicable, the Service Provider will return any expired ICE-DRO owned employee identification cards and/or building passes, or those of employees terminated and/or removed from the IGSA to the COTR within five (5) workdays. 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.

F. EMPLOYMENT ELIGIBILITY

The Service Provider must agree that each employee working on this IGSA will have a Social Security Card issued and approved by the Social Security Administration.

The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

ICE-DRO has determined that employment on this IGSA (Contract) shall be limited to U.S. Citizens, Lawful Permanent Residents and Conditional Permanent Residents.

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

G. SECURITY MANAGEMENT

The Service Provider 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 personnel security matters and if applicable, information security matters.

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

H. INFORMATION TECHNOLOGY SECURITY

Should the scope of the work change to require IGSA Service Provider personnel to access DHS-ICE IT systems, DHS IT Management Directives preclude routine access to any DHS ICE IT systems, to include those utilized by ICE-DRO, by Non-U.S. citizens, including Lawful Permanent Residents (LPRs).

I. ICE-DRO SPECIFICATIONS TECHNICAL STANDARDS - EMPLOYMENT ELIGIBILITY FOR CHILD CARE WORKERS

The Service Provider will:

1. Comply with, and provide evidence of current compliance with, any and all requirements required by the state in which the facility is located for child care workers, including but not limited to that required for a residential child care license or equivalent in that state; and

2. include on its employment application a question asking whether the individual has ever been arrested for or charged with a crime involving a child, and

3. require a listing of the applicant's residence(s) or other time period required for by the state for licensure of child care workers as referenced above. If no time period is referenced by the state, 5 years shall apply; and

4. re-certify its employees every 24 months, or a shorter time period if required by the state for licensure of child care workers as referenced above.

After the Service Provider employee receives favorable suitability adjudication results and the employee successfully completes the training and passes any required examination(s), the Service Provider shall submit the following information to the ICE COTR:

A certification, signed by the Facility Manager or his/her designee, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Service Provider's facility.

2. Two color photographs, 1" x 1," no more than one year old, of the employee's head and upper shoulders.

No person shall be permitted to work under this IGSA without a valid identification card, unique to this IGSA, which shall be issued by the COTR. The identification card shall be worn on the outermost garment of the employee's uniform. At the end of the IGSA (Agreement) period, the Service Provider must return to the COTR all blank identification cards and all completed cards for any employee or subcontractor employees who will not continue to work under this Agreement.

The Service Provider is responsible for the employees having all required documents and/or certifications referred to above in their possession at all times while on the protected premises. This includes a valid CPR/First Aid card for all Service Provider staff having regular contact with facility residents/detainees.

The Contracting Officer shall have the express authority to demand return of the identification card for any Service Provider employee who does not maintain compliance with the Agreement standards. The Contracting Officer shall have the express authority to prohibit that employee from performing under the Agreement until such time as s/he comes into full compliance with all performance criteria.

XVII. 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 ("CO"), 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 IGSA 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 either 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.

XVIII. Contracting Officer's Technical Representative

A. The Contracting Officer's Technical Representative (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.

XIX. 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.

****

END OF DOCUMENT

****

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)	(b)(4)
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)	$1.00
Annual Education Cost Ceiling- Effective August 1, 2019, and in accordance with BCIU Contract Amendment 4 (Mod 23).	(b)(4)
Medical…. Provided by IHSC	$0.00

.....

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)
P00019	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Diane Edwards Director	(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) 15C. DATE SIGNED 6/1/18	16B. UNITED STATES OF AMERICA (b)(6),(b)(7)(C) 16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0003/P00019	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)
	sub-contract for education with BCIU, the Annual Education Ceiling price reduced from (b)(4) to (b)(4) effective September 2016. 2) Replace pricing table with the attached pricing table Attachments: 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.				

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)	(b)(4)
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)	$1.00
Annual Education Cost Ceiling- Effective September 2016 and in accordance with BCUI Contract Amendment 1.	(b)(4)
Medical…. Provided by IHSC	$0.00

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)*
P00020	See Block 16C		

6. ISSUED BY	CODE	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 (b)(6),(b)(7)(C) WASHINGTON DC 20536	ICE/DCR		

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	(x)	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: (b)(6),(b)(7)(C)
ALT COR: (b)(6),(b)(7)(C)
Contract Specialist: (b)(6),(b)(7)(C)
Contracting Officer: (b)(6),(b)(7)(C)

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

1)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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		(b)(6),(b)(7)(C)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1/2 day of service: (b)(4) 1 whole day of service: (b)(4) 2)Replace pricing table with the attached pricing table Attachments: 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.				

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)	(b)(4)
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)	$1.00
Annual Education Cost Ceiling- Effective September 2016 and in accordance with BCUI Contract Amendment 1 (Mod 19).	(b)(4)
Medical…. Provided by IHSC	$0.00

.....

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00021	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Diane Edwards Director	(b)(6),(b)(7)(C)
15B. CONTRACTOR/OFFEROR: (b)(6),(b)(7)(C)	15C. DATE SIGNED: 11/27/18
	16B. UNITED STATES OF AMERICA: (b)(6),(b)(7)(C)
	16C. DATE SIGNED:

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1/2 day of service: (b)(4) 1 whole day of service: (b)(4) 2)Replace pricing table with the attached pricing table Attachment A: 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.				

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)	(b)(4)
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)	$1.00
Annual Education Cost Ceiling- Effective September 2016 and in accordance with BCUI Contract Amendment 1 (Mod 19).	(b)(4)
Medical…. Provided by IHSC	$0.00

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)*
P00015	See Block 16C		

6. ISSUED BY	CODE	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 (b)(6),(b)(7)(C) WASHINGTON DC 20536	ICE/DCR	ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6),(b)(7)(C) Washington DC 20536	ICE/DCR

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	(x)	
		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 _____ 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: (b)(6),(b)(7)(C)
ALT COR: (b)(6),(b)(7)(C)
Contract Specialist: (b)(6),(b)(7)(C)
Contracting Officer: (b)(6),(b)(7)(C)

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)*	
	(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(b)(6),(b)(7)(C)	3/21/17

NSN 7540-01-152-8070
Previous edition unusable

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

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				

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)*
P00016	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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)*	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	16C. DATE SIGNED
Diane Edwards, Director (b)(6),(b)(7)(C)	8/1/17	(b)(6),(b)(7)(C)	08/02/2017

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2. Price per resident per day for travel meals is (b)(4) 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. 4. Funding for travel meals will be provided on task orders. All other terms and conditions remain the same. Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022				

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)*
P00022	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @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)*
	(b)(6),(b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*

NSN 7540-01-152-8070
Previous edition unusable

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

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, WD_2015-4238_rev 10_05082019 All other terms and conditions remain unchanged. 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.				

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)*
P00023	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Diane Edwards, Director	(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(b)(6),(b)(7)(C) *(Signature of person authorized to sign)*	10/8/19	
	(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	changes to this agreement are incorporated via Amendment #4, effective August 1, 2019. See Attachment A, Updated Pricing Table_08012019. All other terms and conditions remain unchanged. 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.				

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)	(b)(4)
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)	$1.00
Annual Education Cost Ceiling- Effective August 1, 2019, and in accordance with BCIU Contract Amendment 4 (Mod 23).	(b)(4)
Medical…. Provided by IHSC	$0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00024	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) @ice.dhs.gov
CS: (b)(6),(b)(7)(C) @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)*	
		(b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	*(Signature of Contracting Officer)*	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1) In accordance with IGSA # DROIGSA-10-0003, Article XII- Government Furnished Property, provide the following vehicle to Berks County, PA, as GFP: Barcode: CS417110 Make: Ford Model: Freestar Model Year: 2007 Color: Blue Body Style: Mini Van Vehicle Identification Number (VIN): 2FMZA522X7BA08398 Vehicle Capacity: Seven (7) passengers Vehicle Odometer Reading: 104,399 Miles 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. 3) The Contractor shall electronically submit a receipts and mileage log each month to the following DHS/ICE point-of-contact (POC): (b)(6),(b)(7)(C) Mission Support Specialist Juvenile and Family Residential Management Unit (JFRMU) Enforcement & Removal Operations (ERO) U.S. Immigration & Customs Enforcement (ICE) PCN BLDG, Eighth Floor (b)(6),(b)(7)(C) Washington, DC 20536 (b)(6),(b)(7)(C) E-mail: (b)(6),(b)(7)(C) @ice.dhs.gov 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). All other terms and conditions of this IGSA remain unchanged. 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 ...				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00025	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
CO: (b)(6),(b)(7)(C) .Saleh@ice.dhs.gov
CS: (b)(6),(b)(7)(C) @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.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Diane Edwards, Director	(b)(6),(b)(7)(C)
15B. CONTRACTOR/OFFEROR: (b)(6),(b)(7)(C) *(Signature of person authorized to sign)*	15C. DATE SIGNED: 12/11/19
	16C. DATE SIGNED
	(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	stated as follows: One-half day (1/2) of service: (b)(4) One (1) day of service: (b)(4) 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. All other terms and conditions of this IGSA remain unchanged. 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.				

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)	(b)(4)
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)	$1.00
Annual Education Cost Ceiling- Effective August 1, 2019, and in accordance with BCIU Contract Amendment 4 (Mod 23).	(b)(4)
Medical…. Provided by IHSC	$0.00

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)*
P00026	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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
ATTN (b)(6),(b)(7)(C)
633 COURT STREET
READING PA 196014310

CODE 0432518830000 FACILITY CODE

(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

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: (b)(6),(b)(7)(C)@ice.dhs.gov
ACOR: (b)(6),(b)(7)(C)@ice.dhs.gov
CO: (b)(6),(b)(7)(C)@ice.dhs.gov
CS: (b)(6),(b)(7)(C)@ice.dhs.gov

The purpose of this modification is to appoint (b)(6),(b)(7)(C) 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)*	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	(b)(6),(b)(7)(C)	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	4/10/2020

NSN 7540-01-152-8070
Previous edition unusable

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

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 this IGSA remain unchanged. 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.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

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

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 043251883000 FACILITY CODE

(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

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

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Christian Y. Leinbach, Board of Commissioners, Chair	(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)	(b)(6),(b)(7)(C)
15C. DATE SIGNED April 19, 2018	16C. DATE SIGNED
	(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

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

Attest: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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; 3. Revise the pricing as follows: Fixed Monthly Price will increase from (b)(4) per month to (b)(4) per month and Per Person Detention Rate will increase from (b)(4) per person per day to (b)(4) per person per day (4th floor staffing will no longer be billed under a separate CLIN); and 4. Include the following additional requirements: ********** 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). Escort and transportation services will be performed by at least two qualified Service Provider officials. At least (b)(7)(E) 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 ...				

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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). Should any issues arise, Service Provider personnel will immediately notify an ICE supervisor. 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. ********** All other terms and conditions remain the same. Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2012 to 02/01/2022				

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 (b)(4) 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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00018	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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

15B. CONTRACTOR/OFFEROR
Diane Edwards
(Signature of person authorized to sign)

15C. DATE SIGNED 5/11/18

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6),(b)(7)(C)

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

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

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 (b)(4) to $ (b)(4) 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.				

U.S. Immigration and Customs Enforcement

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 (b)(7)(E)
6. During room restriction, staff contact is made with the juvenile at least (b)(7)(E) 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 (b)(7)(E) 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)	(b)(4)
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)	$1.00
Annual Education Cost- Effective January 15,2015 (Mod #8). Charged at a rate of (b)(4) 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.	(b)(4)
Medical…. Provided by IHSC	$0.00

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

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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
ATTN RONALD SEAMAN
633 COURT STREET
READING PA 196014310

CODE 0432518830000 FACILITY CODE

(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

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)* 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: (b)(6),(b)(7)(C) @ice.dhs.gov
ACOR: (b)(6),(b)(7)(C) @ice.dhs.gov
Contracting Officer: (b)(6),(b)(7)(C) @ice.dhs.gov
Contract Specialist: (b)(6),(b)(7)(C) @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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6),(b)(7)(C) TEL: EMAIL: (b)(6),(b)(7)(C) @ice.dhs.gov	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6),(b)(7)(C) *(Signature of Contracting Officer)* — 16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
BERKS COUNTY INC

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

AMENDMENT #3
To
Agreement #ICA-174313-16

IT IS HEREBY AGREED by and between the **County of Berks**, with offices at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania 19601 (hereinafter "County") and **Brian M. Schwab, DMD** with offices at 333 Antietam Road, Temple, Pennsylvania 19560 (hereinafter "Vendor") that:

This Amendment serves to increase the rate for a full day (8 hours) of dental services from (b)(6),(b)(7)(C) to $1,050.00 and the rate for a half day (4 hours) of dental services from $500.00 to $525.00 effective January 1, 2018.

This Amendment #3 shall be incorporated as an integral part of the above noted Agreement and shall supersede any conflicting language contained in the Agreement and any previous Amendments. All other provisions of the Agreement remain unchanged and in full force and effect.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Amendment.

With the intent to be legally bound, authorized officials of each party have signed this Amendment on the dates noted below. Each person signing this Amendment represents and warrants that such person is fully authorized to sign and enter into this agreement on behalf of the company named above his or her signature.

County of Berks

By: (b)(6),(b)(7)(C)
Christian Y. Leinbach, Chairman
Board of Commissioners

Date: 2/8/2018

ATTEST:

By: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

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

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

Name (printed): (b)(6),(b)(7)(C)

Title: Dentist

Date: 2/1/18

ATTEST:

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

Name (printed): (b)(6),(b)(7)(C)

Title: Secretary

From: (b)(6),(b)(7)(C)
To:
Subject: Berks Mod for 2019 Dental Rates
Date: Tuesday, November 27, 2018 8:30:31 AM

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

Can you do a mod similar to mod P00020 for Berks increasing the dental rates for 2019.

3% is reasonable.

Let me know if you have a question. No rush, in the next few weeks or whenever.

Thanks,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., (b)(6),(b)(7)(C)
Mail Stop 5750
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C)
Sent: Tuesday, November 27, 2018 8:26 AM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: RE: 2019 Rates

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

3% is fine. We'll get a mod to you soon similar to mod P00020 with an effective date for the new rate of Jan 1, 2019.

Thx,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., (b)(6),(b)(7)(C)
Mail Stop 5750
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)

Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C)
Sent: Tuesday, November 27, 2018 6:22 AM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: FW: 2019 Rates

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

I know you are just getting back, but could you please approve the rate increase below for Berks JFRMU. Berks needs to finalize this sub-contract with the dentist.

Thank you,

(b)(6),(b)(7)(C)
Management & Program Analyst, COR
United States Department of Homeland Security
Immigration & Customs Enforcement
Office of Enforcement & Removal Operations
Allenwood Sub-Office
Route 15 FCC Allenwood LSCI
Allenwood, PA 17810

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

From: (b)(6),(b)(7)(C)
Sent: Tuesday, November 20, 2018 12:41 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: FW: 2019 Rates

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

Can you please provide the approval for the Dental Rate increase. Berks JFRMU cannot complete their sub-contract until Contracting Officer from ICE/ERO approval is given. In the past, the CO just would respond with an email approving the rate increase.

Thank you,
(b)(6),(b)(7)(C)

From: (b)(6),(b)(7)(C) @countyofberks.com>
Sent: Tuesday, November 20, 2018 10:09 AM

To: (b)(6),(b)(7)(C) @ice.dhs.gov>; (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @countyofberks.com>; (b)(6),(b)(7)(C)
<(b)(6),(b)(7)(C) @countyofberks.com>
Subject: RE: 2019 Rates

Any word on this??

From: (b)(6),(b)(7)(C)
Sent: Wednesday, November 14, 2018 3:31 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov); (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: FW: 2019 Rates

Please see the request for 2019 dental rates. Please let me know if this is approved so the County can move forward on a contract.

Diane

From: (b)(6),(b)(7)(C)
Sent: Wednesday, November 14, 2018 3:24 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: FW: 2019 Rates

(b)(6),(b)(7)(C) 2019 rates.

From: (b)(6),(b)(7)(C) b@aol.com]
Sent: Sunday, October 21, 2018 12:24 PM
To: (b)(6),(b)(7)(C)
Subject: Re: 2019 Rates

County of Berks Warning: This is an external email. Please exercise caution.

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

My rates for 2019 will reflect a 3 percent COLA.

Rate for 1/2 day will be (b)(4),(b)(5)
RAte for a whole day will be (b)(4),(b)(5)

Thank you,
(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) D.M.D.
Schwab Dental Center
Shuman & Schwab, DMD, PC

(b)(6),(b)(7)(C)
PO Box 260
Blandon, PA. 19510
(b)(6),(b)(7)(C) ph
610-916-7640 fax
(b)(6),(b)(7)(C) mobile

Clinical Associate Professor
School of Dental Medicine
University of Pennsylvania
240 South 40th Street
Philadelphia, PA 19104
(b)(6),(b)(7)(C)@upenn.edu

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

On Oct 19, 2018, at 11:24 AM, [redacted](b)(6),(b)(7)(C)[redacted]@countyofberks.com> wrote:

> Hi (b)(6),(b)(7)(C),
>
> I need to get our pricing info to our contracts department by the first week in November. Are your rates staying the same for 2019?
>
> (b)(6),(b)(7)(C) **Fiscal Operations Manager**
> **County of Berks | Berks County Residential Center**
> 1040 Berks Road | Leesport, PA 19533
> T (b)(6),(b)(7)(C) | F 610.898.7415
> (b)(6),(b)(7)(C)@countyofberks.com | www.countyofberks.com
> <image001.jpg>
> This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.

Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

From: (b)(6),(b)(7)(C)
To:
Subject: RE: Dental Rate Increase Contract # DROIGSA-10-0003 for Berks
Date: Thursday, July 12, 2018 9:46:50 AM

Thanks

Very respectfully,

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

CAPT Joseph M. Shurina III, MHA, RDH, CCHP
Deputy Assistant Director, Health Systems Support
ICE Health Service Corps
500 12th St. SW, (b)(6),(b)(7)(C)
Washington, DC 20536
(b)(6),(b)(7)(C) Office
(b)(6),(b)(7)(C) BB
(b)(6),(b)(7)(C) @ice.dhs.gov

Warning: This document is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this report should be furnished to the media, either in written or verbal

---

From: (b)(6),(b)(7)(C)
Sent: Thursday, July 12, 2018 9:46 AM
To: Shurina, Joseph M <(b)(6),(b)(7)(C)@ice.dhs.gov>; (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: RE: Dental Rate Increase Contract # DROIGSA-10-0003 for Berks

Good morning,

The government is only invoiced for the services provided. Thank you

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ) Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

From: Shurina, Joseph M

Sent: Thursday, July 12, 2018 9:43 AM
To: (b)(6),(b)(7)(C)@ice.dhs.gov>
Cc: (b)(6),(b)(7)(C)@ice.dhs.gov>; (b)(6),(b)(7)(C)
<(b)(6),(b)(7)(C)@ice.dhs.gov>
Subject: RE: Dental Rate Increase Contract # DROIGSA-10-0003 for Berks

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

The rate seems fair with what I understand that is included in that rate. IHSC contract dentist bill rate per hour is approximately (b)(4) The requested rate increase will be based on 4hr for half day and 8hr for full day is (b)(4) The difference is that this rate includes equipment and supplies. Based on the combination of labor rate included equipment and supplies I do not see a problem for the rate increase. I do have a question is the government invoiced for services provided or is there a set schedule that is mutually agreed?

Very respectfully,

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

CAPT Joseph M. Shurina III, MHA, RDH, CCHP
Deputy Assistant Director, Health Systems Support
ICE Health Service Corps
500 12th St. SW, (b)(6),(b)(7)(C)
Washington, DC 20536
(b)(6),(b)(7)(C) Office
(b)(6),(b)(7)(C) BB
(b)(6),(b)(7)(C)@ice.dhs.gov

Warning: This document is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this report should be furnished to the media, either in written or verbal

---

From: (b)(6),(b)(7)(C)
Sent: Thursday, July 12, 2018 9:13 AM
To: Shurina, Joseph M <(b)(6),(b)(7)(C)@ice.dhs.gov>
Cc: (b)(6),(b)(7)(C)@ice.dhs.gov>; (b)(6),(b)(7)(C)
<(b)(6),(b)(7)(C)@ice.dhs.gov>
Subject: FW: Dental Rate Increase Contract # DROIGSA-10-0003 for Berks

CAPT, Looking for IHSC input on this dental rate increase at Berks. Can you tell me if this is appropriate? Thanks.

V/R,

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

From: (b)(6),(b)(7)(C)
Sent: Thursday, July 12, 2018 8:48 AM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: Dental Rate Increase Contract # DROIGSA-10-0003 for Berks

Good morning ,

We received a request from Berks to increase dental rates to comply with the attached amendment. DROIGSA-10-0003 is our IGSA with Berks County for the Family Residential Center.

The changes are as shown below and they usually occur at the beginning of each calendar year.

Period	2017 Rates	Proposed 2018 Rates
Half Day	(b)(4)	(b)(4)
Full Day		

Let me know if you have any question, otherwise I intend to issue a modification to increase the rates by (b)(4) for half day and (b)(4) for full day.

Thank you

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ)
Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

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

From: (b)(6),(b)(7)(C)@countyofberks.com>
Sent: Wednesday, June 27, 2018 8:14 AM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: Dental Rates

Pamela,

We would like to request an increase in the dental rate to contract # DROIGSA-10-0003. The new rate we propose is (b)(4),(b)(5) Please let me know how to proceed. Thank you.

(b)(6),(b)(7)(C) | Fiscal Operations Manager
County of Berks | Berks County Residential Center
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.898.7415
(b)(6),(b)(7)(C)@countyofberks.com | www.countyofberks.com

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

From: (b)(6),(b)(7)(C)@ice.dhs.gov]
Sent: Tuesday, June 26, 2018 3:33 PM
To: (b)(6),(b)(7)(C)
Cc: Edwards, Diane; (b)(6),(b)(7)(C)
Subject: RE: Dental Rates

County of Berks Warning: This is an external email. Please exercise caution.

Thank you,

However, you need to submit a formal request to ICE to increase the rate to contract # DROIGSA-10-0003 before you start invoicing the new rate. The current rate for dental in accordance with contract # DROIGSA-10-0003 P00014 is (b)(4) for half day and (b)(4) for full day.

We will increase the rate as soon as we receive a request to increase the rate from Berks.

Thank you,

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ)
Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C) @countyofberks.com]
Sent: Tuesday, June 26, 2018 3:13 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: Edwards, Diane <(b)(6),(b)(7)(C)s@countyofberks.com>
Subject: FW: Dental Rates

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

I have the amendment to the dental contract attached. The answers to your questions are on the attachment. Let me know if you need anything else.

(b)(6),(b)(7)(C) **Fiscal Operations Manager**
County of Berks | Berks County Residential Center
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.898.7415
(b)(6),(b)(7)(C) @countyofberks.com | www.countyofberks.com

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication

including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

From: (b)(6),(b)(7)(C) Odhiambo@ice.dhs.gov]
Sent: Tuesday, June 26, 2018 2:04 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: Dental Rates

County of Berks Warning: This is an external email. Please exercise caution.

Good afternoon,

We have noticed that the dental rates are being invoiced at (b)(4) for half day and (b)(4) for full day. According to DROIGSA-10-0003 P00014, the rates were last increased to (b)(4) for half day and (b)(4) for full day. Unless, I am missing something, please confirm when:

- Berks submitted a the request to increase the rates to (b)(4) for half day and (b)(4) for full day.
- Was the effective date of that change.

Thank you

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ)
Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended

recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

Shuman & Schwab, DMD, PC

Family and Cosmetic Dentistry

(b)(6),(b)(7)(C), DMD • (b)(6),(b)(7)(C) DMD • (b)(4), DMD

To Whom It May Concern:

My rates for dental services to Berks County for the Berks County residential Center for 2017 will be as follows:

½ day of Service: (b)(4)

1 whole day of service: (b)(4)

Respectfully Submitted,

(b)(6),(b)(7)(C) 3/7/17

(b)(6),(b)(7)(C), D.M.D.

109 Anna Avenue • PO Box 260 • Blandon, PA 19510 • Ph 610-926-1233 • Fx 610-916-7640
www.ShumanSchwabdentistry.com

Attachment A

WD 15-4238 (Rev.-1) was first posted on www.wdol.gov on 02/07/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4238
Revision No.: 1
Date Of Revision: 02/01/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Pennsylvania

Area: Pennsylvania County of Berks

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.81
01012 - Accounting Clerk II		16.64
01013 - Accounting Clerk III		18.60
01020 - Administrative Assistant		24.09
01035 - Court Reporter		22.23
01041 - Customer Service Representative I		12.48
01042 - Customer Service Representative II		14.03
01043 - Customer Service Representative III		15.31
01051 - Data Entry Operator I		12.69
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		19.90
01070 - Document Preparation Clerk		15.11
01090 - Duplicating Machine Operator		15.30
01111 - General Clerk I		12.68
01112 - General Clerk II		13.85
01113 - General Clerk III		15.53
01120 - Housing Referral Assistant		20.08
01141 - Messenger Courier		11.74
01191 - Order Clerk I		13.41
01192 - Order Clerk II		15.00
01261 - Personnel Assistant (Employment) I		16.27
01262 - Personnel Assistant (Employment) II		18.20
01263 - Personnel Assistant (Employment) III		20.29
01270 - Production Control Clerk		20.47
01290 - Rental Clerk		12.94
01300 - Scheduler, Maintenance		16.10
01311 - Secretary I		16.10
01312 - Secretary II		18.02
01313 - Secretary III		20.08
01320 - Service Order Dispatcher		18.05
01410 - Supply Technician		24.09
01420 - Survey Worker		14.90
01460 - Switchboard Operator/Receptionist		13.23

01531 - Travel Clerk I	12.87
01532 - Travel Clerk II	13.61
01533 - Travel Clerk III	14.53
01611 - Word Processor I	14.25
01612 - Word Processor II	15.84
01613 - Word Processor III	17.68
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.90
05010 - Automotive Electrician	18.59
05040 - Automotive Glass Installer	17.64
05070 - Automotive Worker	17.64
05110 - Mobile Equipment Servicer	15.88
05130 - Motor Equipment Metal Mechanic	19.49
05160 - Motor Equipment Metal Worker	17.64
05190 - Motor Vehicle Mechanic	19.49
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	16.73
05280 - Motor Vehicle Wrecker	17.64
05310 - Painter, Automotive	18.59
05340 - Radiator Repair Specialist	17.64
05370 - Tire Repairer	14.53
05400 - Transmission Repair Specialist	19.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	12.23
07042 - Cook II	13.66
07070 - Dishwasher	8.74
07130 - Food Service Worker	9.73
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	8.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.88
09040 - Furniture Handler	14.47
09080 - Furniture Refinisher	18.88
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.31
09130 - Upholsterer	19.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.05
11060 - Elevator Operator	12.16
11090 - Gardener	14.73
11122 - Housekeeping Aide	12.59
11150 - Janitor	12.59
11210 - Laborer, Grounds Maintenance	12.18
11240 - Maid or Houseman	10.37
11260 - Pruner	11.32
11270 - Tractor Operator	13.89
11330 - Trail Maintenance Worker	12.18
11360 - Window Cleaner	13.56
12000 - Health Occupations	
12010 - Ambulance Driver	14.15
12011 - Breath Alcohol Technician	17.37
12012 - Certified Occupational Therapist Assistant	23.44
12015 - Certified Physical Therapist Assistant	22.21
12020 - Dental Assistant	16.35
12025 - Dental Hygienist	30.24
12030 - EKG Technician	24.70
12035 - Electroneurodiagnostic Technologist	24.70
12040 - Emergency Medical Technician	14.15
12071 - Licensed Practical Nurse I	17.04
12072 - Licensed Practical Nurse II	19.07
12073 - Licensed Practical Nurse III	21.26
12100 - Medical Assistant	13.79
12130 - Medical Laboratory Technician	15.99
12160 - Medical Record Clerk	15.39

12190 - Medical Record Technician		15.40
12195 - Medical Transcriptionist		15.86
12210 - Nuclear Medicine Technologist		32.08
12221 - Nursing Assistant I		11.02
12222 - Nursing Assistant II		12.39
12223 - Nursing Assistant III		13.52
12224 - Nursing Assistant IV		15.17
12235 - Optical Dispenser		19.92
12236 - Optical Technician		17.04
12250 - Pharmacy Technician		13.18
12280 - Phlebotomist		15.17
12305 - Radiologic Technologist		27.03
12311 - Registered Nurse I		23.88
12312 - Registered Nurse II		9.22
12313 - Registered Nurse II, Specialist		29.22
12314 - Registered Nurse III		35.35
12315 - Registered Nurse III, Anesthetist		35.35
12316 - Registered Nurse IV		42.37
12317 - Scheduler (Drug and Alcohol Testing)		20.76
12320 - Substance Abuse Treatment Counselor		22.60
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.05
13012 - Exhibits Specialist II		23.61
13013 - Exhibits Specialist III		28.89
13041 - Illustrator I		18.66
13042 - Illustrator II		23.13
13043 - Illustrator III		28.30
13047 - Librarian		25.61
13050 - Library Aide/Clerk		10.79
13054 - Library Information Technology Systems Administrator		23.13
13058 - Library Technician		14.66
13061 - Media Specialist I		16.68
13062 - Media Specialist II		18.66
13063 - Media Specialist III		20.82
13071 - Photographer I		17.17
13072 - Photographer II		19.67
13073 - Photographer III		23.69
13074 - Photographer IV		28.98
13075 - Photographer V		35.06
13090 - Technical Order Library Clerk		13.55
13110 - Video Teleconference Technician		19.28
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.25
14042 - Computer Operator II		18.18
14043 - Computer Operator III		20.28
14044 - Computer Operator IV		22.53
14045 - Computer Operator V		24.94
14071 - Computer Programmer I	(see 1)	21.66
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.25
14160 - Personal Computer Support Technician		22.53
14170 - System Support Specialist		25.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.11
15020 - Aircrew Training Devices Instructor (Rated)		35.22
15030 - Air Crew Training Devices Instructor (Pilot)		42.20
15050 - Computer Based Training Specialist / Instructor		29.11
15060 - Educational Technologist		27.95
15070 - Flight Instructor (Pilot)		42.22

15080 - Graphic Artist	20.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.22
15086 - Maintenance Test Pilot, Rotary Wing	42.22
15088 - Non-Maintenance Test/Co-Pilot	42.22
15090 - Technical Instructor	24.03
15095 - Technical Instructor/Course Developer	29.40
15110 - Test Proctor	19.40
15120 - Tutor	19.90
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.28
16030 - Counter Attendant	10.28
16040 - Dry Cleaner	12.98
16070 - Finisher, Flatwork, Machine	10.28
16090 - Presser, Hand	10.28
16110 - Presser, Machine, Drycleaning	10.28
16130 - Presser, Machine, Shirts	10.28
16160 - Presser, Machine, Wearing Apparel, Laundry	10.28
16190 - Sewing Machine Operator	13.91
16220 - Tailor	14.82
16250 - Washer, Machine	11.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.72
19040 - Tool And Die Maker	22.43
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.51
21030 - Material Coordinator	20.74
21040 - Material Expediter	20.74
21050 - Material Handling Laborer	15.53
21071 - Order Filler	11.42
21080 - Production Line Worker (Food Processing)	16.51
21110 - Shipping Packer	14.74
21130 - Shipping/Receiving Clerk	14.74
21140 - Store Worker I	13.45
21150 - Stock Clerk	16.83
21210 - Tools And Parts Attendant	16.51
21410 - Warehouse Specialist	16.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.83
23019 - Aircraft Logs and Records Technician	21.79
23021 - Aircraft Mechanic I	24.49
23022 - Aircraft Mechanic II	25.83
23023 - Aircraft Mechanic III	26.82
23040 - Aircraft Mechanic Helper	19.82
23050 - Aircraft, Painter	23.33
23060 - Aircraft Servicer	21.79
23070 - Aircraft Survival Flight Equipment Technician	23.33
23080 - Aircraft Worker	22.78
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.78
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.49
23110 - Appliance Mechanic	21.05
23120 - Bicycle Repairer	15.98
23125 - Cable Splicer	31.17
23130 - Carpenter, Maintenance	20.34
23140 - Carpet Layer	18.82
23160 - Electrician, Maintenance	26.09
23181 - Electronics Technician Maintenance I	22.72
23182 - Electronics Technician Maintenance II	24.21
23183 - Electronics Technician Maintenance III	26.64
23260 - Fabric Worker	20.83
23290 - Fire Alarm System Mechanic	23.46
23310 - Fire Extinguisher Repairer	19.67
23311 - Fuel Distribution System Mechanic	23.48
23312 - Fuel Distribution System Operator	19.02

23370 - General Maintenance Worker	18.60
23380 - Ground Support Equipment Mechanic	24.49
23381 - Ground Support Equipment Servicer	21.79
23382 - Ground Support Equipment Worker	22.78
23391 - Gunsmith I	19.67
23392 - Gunsmith II	21.99
23393 - Gunsmith III	24.28
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.95
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	23.02
23440 - Heavy Equipment Operator	21.41
23460 - Instrument Mechanic	24.11
23465 - Laboratory/Shelter Mechanic	23.16
23470 - Laborer	15.50
23510 - Locksmith	20.15
23530 - Machinery Maintenance Mechanic	22.22
23550 - Machinist, Maintenance	20.59
23580 - Maintenance Trades Helper	14.97
23591 - Metrology Technician I	24.11
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.40
23640 - Millwright	26.95
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	20.88
23790 - Pipefitter, Maintenance	25.75
23810 - Plumber, Maintenance	24.23
23820 - Pneudraulic Systems Mechanic	24.28
23850 - Rigger	24.28
23870 - Scale Mechanic	21.99
23890 - Sheet-Metal Worker, Maintenance	24.60
23910 - Small Engine Mechanic	18.10
23931 - Telecommunications Mechanic I	26.92
23932 - Telecommunications Mechanic II	27.98
23950 - Telephone Lineman	25.83
23960 - Welder, Combination, Maintenance	20.40
23965 - Well Driller	24.28
23970 - Woodcraft Worker	24.28
23980 - Woodworker	18.19
24000 - Personal Needs Occupations	
24550 - Case Manager	17.23
24570 - Child Care Attendant	11.43
24580 - Child Care Center Clerk	16.23
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	17.23
24630 - Homemaker	17.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.48
25040 - Sewage Plant Operator	21.76
25070 - Stationary Engineer	23.48
25190 - Ventilation Equipment Tender	17.91
25210 - Water Treatment Plant Operator	21.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.12
27007 - Baggage Inspector	12.52
27008 - Corrections Officer	22.18
27010 - Court Security Officer	22.18
27030 - Detection Dog Handler	16.29
27040 - Detention Officer	22.18
27070 - Firefighter	20.45
27101 - Guard I	12.52
27102 - Guard II	16.29
27131 - Police Officer I	27.81

27132 - Police Officer II		30.90
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.98
28042 - Carnival Equipment Repairer		11.66
28043 - Carnival Worker		8.96
28210 - Gate Attendant/Gate Tender		14.00
28310 - Lifeguard		11.86
28350 - Park Attendant (Aide)		15.57
28510 - Recreation Aide/Health Facility Attendant		11.37
28515 - Recreation Specialist		15.21
28630 - Sports Official		11.86
28690 - Swimming Pool Operator		18.30
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.75
29020 - Hatch Tender		20.75
29030 - Line Handler		20.75
29041 - Stevedore I		19.66
29042 - Stevedore II		21.85
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	39.35
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	27.13
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	29.88
30021 - Archeological Technician I		16.75
30022 - Archeological Technician II		19.39
30023 - Archeological Technician III		23.05
30030 - Cartographic Technician		23.05
30040 - Civil Engineering Technician		25.19
30051 - Cryogenic Technician I		24.97
30052 - Cryogenic Technician II		27.58
30061 - Drafter/CAD Operator I		16.63
30062 - Drafter/CAD Operator II		18.82
30063 - Drafter/CAD Operator III		20.75
30064 - Drafter/CAD Operator IV		25.52
30081 - Engineering Technician I		14.87
30082 - Engineering Technician II		16.68
30083 - Engineering Technician III		18.66
30084 - Engineering Technician IV		23.17
30085 - Engineering Technician V		28.33
30086 - Engineering Technician VI		34.27
30090 - Environmental Technician		24.75
30095 - Evidence Control Specialist		22.54
30210 - Laboratory Technician		21.22
30221 - Latent Fingerprint Technician I		24.97
30222 - Latent Fingerprint Technician II		27.58
30240 - Mathematical Technician		23.05
30361 - Paralegal/Legal Assistant I		17.86
30362 - Paralegal/Legal Assistant II		23.32
30363 - Paralegal/Legal Assistant III		28.53
30364 - Paralegal/Legal Assistant IV		34.52
30375 - Petroleum Supply Specialist		27.58
30390 - Photo-Optics Technician		23.05
30395 - Radiation Control Technician		27.58
30461 - Technical Writer I		21.46
30462 - Technical Writer II		26.24
30463 - Technical Writer III		31.77
30491 - Unexploded Ordnance (UXO) Technician I		25.01
30492 - Unexploded Ordnance (UXO) Technician II		30.26
30493 - Unexploded Ordnance (UXO) Technician III		36.27
30494 - Unexploded (UXO) Safety Escort		25.01
30495 - Unexploded (UXO) Sweep Personnel		25.01
30501 - Weather Forecaster I		24.97
30502 - Weather Forecaster II		30.37
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.75
30621 - Weather Observer, Senior	(see 2)	23.05

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.34
31020 - Bus Aide	13.01
31030 - Bus Driver	16.73
31043 - Driver Courier	14.56
31260 - Parking and Lot Attendant	10.15
31290 - Shuttle Bus Driver	15.49
31310 - Taxi Driver	10.89
31361 - Truckdriver, Light	15.49
31362 - Truckdriver, Medium	18.05
31363 - Truckdriver, Heavy	20.41
31364 - Truckdriver, Tractor-Trailer	20.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.79
99030 - Cashier	9.16
99050 - Desk Clerk	11.11
99095 - Embalmer	29.93
99130 - Flight Follower	25.08
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	11.04
99260 - Marketing Analyst	27.18
99310 - Mortician	29.93
99410 - Pest Controller	15.95
99510 - Photofinishing Worker	10.56
99710 - Recycling Laborer	13.80
99711 - Recycling Specialist	15.74
99730 - Refuse Collector	12.82
99810 - Sales Clerk	12.47
99820 - School Crossing Guard	11.34
99830 - Survey Party Chief	22.95
99831 - Surveying Aide	15.72
99832 - Surveying Technician	20.24
99840 - Vending Machine Attendant	14.69
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.69

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same

Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.
** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) 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 (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

From: (b)(6),(b)(7)(C)
To: Edwards, Diane; (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017
Date: Monday, April 9, 2018 11:04:48 AM

Diane,

That shouldn't be a problem. I'll update the mod and get it over to you.

(b)(6),(b)(7)(C) is out today and tomorrow.

Thank you,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)@countyofberks.com]
Sent: Monday, April 09, 2018 11:04 AM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @countyofberks.com>; (b)(6),(b)(7)(C) @ice.dhs.gov>; (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: RE: DROIGSA-10-0003_P00017

Good Morning (b)(6),(b)(7)(C),
Myself and (b)(6),(b)(7)(C) reviewed the document and would like to request that the wording from your email be placed at the bottom of the current attachment.

1. 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.

4. ICE will consider REAs submitted by Berks County at any time; supporting documentation for the REA will be required.

Diane Edwards

From: (b)(6),(b)(7)(C) @ice.dhs.gov]

Sent: Friday, April 6, 2018 3:59 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

County of Berks Warning: This is an external email. Please exercise caution.

Hi Diane,

Attached is the proposed modification. If you agree, please sign and send back to me (I changed 36 months to 24 months).

As for the REA, it has been approved but I am waiting on funds. Once I receive funds, we will process the IGSA mod and the task order mod (to provide funds).

Thank you!

V/R,

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

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)@countyofberks.com]
Sent: Friday, April 6, 2018 8:15 AM
To: (b)(6),(b)(7)(C)@ice.dhs.gov>
Cc: (b)(6),(b)(7)(C)@countyofberks.com>; (b)(6),(b)(7)(C)@ice.dhs.gov>; (b)(6),(b)(7)(C)@ice.dhs.gov>
Subject: RE: DROIGSA-10-0003_P00017

Good Morning (b)(6),(b)(7)(C)
We have spoken with the CFO this morning and we are in agreement with moving forward with the below language. Once I receive the final written agreement from your office, I will do a quick review and it will be presented to the County Board of Commissioners for the final approval. I will be notifying the Board today of the below language and that myself and the CFO are in agreement, which should make for a quick approval process.
I thank you and your team for working with myself and Keri to get this agreement finalized.

Please feel free to contact me at any time. Have a great weekend!

Diane

From: (b)(6),(b)(7)(C)@ice.dhs.gov]
Sent: Thursday, April 5, 2018 6:54 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

County of Berks Warning: This is an external email. Please exercise caution.

Good Afternoon (b)(6),(b)(7)(C)

Thank you for talking with us today. We are providing a clarification and additional information for you to pass on to your CFO below:

1. 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.

2. Based on historical data, it is our understanding that Berks has generally provided a credit back to ICE. While it is difficult-to-impossible to predict future costs, ICE believes the procedure laid out in the modification attachment 1 will be sufficient to cover any unexpected expenses that Berks may incur for your services rendered to ICE. As previously explained, a not-to-exceed ceiling must be placed on the overage CLIN to be in compliance with the Anti-Deficiency Act.

3. We will agree to change the timing of when Berks can request an adjustment to the IGSA pricing from 36 months to 24 months.

4. ICE will consider REAs submitted by Berks County at any time; supporting documentation for the REA will be required.

Please let me know if you have questions.

V/R,

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

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)@countyofberks.com]
Sent: Wednesday, March 28, 2018 10:45 AM
To: (b)(6),(b)(7)(C)@ice.dhs.gov>
Cc: (b)(6),(b)(7)(C)@countyofberks.com>
Subject: RE: DROIGSA-10-0003_P00017

I do not have proposed language, these were questions from the CFO. I think mostly from the conference call we had last June.

Diane

From: (b)(6),(b)(7)(C)@ice.dhs.gov]
Sent: Tuesday, March 27, 2018 5:41 PM

To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

County of Berks Warning: This is an external email. Please exercise caution.

Diane-can you send me the version of the proposed language you are working from? We have gone back and forth so much and I want to make sure I am referencing the version you are working from. Thanks.

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)@countyofberks.com]
Sent: Monday, March 26, 2018 6:31 AM
To: (b)(6),(b)(7)(C)@ice.dhs.gov>
Cc: (b)(6),(b)(7)(C)@countyofberks.com>
Subject: RE: DROIGSA-10-0003_P00017

One more question from the CFO.

In addition to the last question ask her if our ability to seek higher reimbursement, during the three year period, if our costs are higher, is limited to direct billed items only or any operating expense item?

Thanks, Diane

From: Edwards, Diane
Sent: Friday, March 23, 2018 3:55 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

Hi (b)(6),(b)(7)(C)
I have a question below from the County CFO, I was hoping you could give me the answer.

"So you are certain we can request higher reimbursement and not be subject to the (b)(4),(b)(5) annual cap?"

He would like to know if we have supporting documentation, could we go over the cap??

Thanks for your assistance.

Diane

From: (b)(6),(b)(7)(C) @ice.dhs.gov]
Sent: Tuesday, March 20, 2018 7:16 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

County of Berks Warning: This is an external email. Please exercise caution.

Hi Diane,

I received your changes on March 1, 2018 for the transportation language-thank you.

To clarify the concern your CFO presented has regarding the language of "availability of funds," per federal law and the recording statute, ICE will record and set aside the agreed upon not-to-exceed amount of (b)(4) for the purpose of reimbursing Berks County should the expenses be greater than the amount invoiced. The language of "subject to the availability of funds" has to appear in all ICE contracts because we are funded by Congress on annual appropriations (and continuing resolutions). While we will set aside the not-to-exceed amount each year, we still need to include language about availability of funds based on congressional appropriations so that we do not create an anti-deficiency act violation through this modification. If it would make you more comfortable we can change the language of this sentence to read as follows: "…the County may submit an invoice with supporting data and documentation, which ICE will evaluate for payment subject to ICE's appropriations, not to exceed (b)(4)".

I cannot agree that the rate approval will be retroactive to January 1, 2018 since the request was not submitted until December 21, 2017. The rate approval/increase will be effective the date the modification is signed. Budget is still reviewing the rate increase request.

Also, the language allows for an adjustment request to the IGSA pricing every 36 months; however, it does not prohibit the County from submitting an invoice with supporting data and documentation if the per diem reimbursement for programmatic expenses is less than the actual expenses incurred for services rendered.

I will keep you posted on the progress of the review for the rate increase request.

Thank you,

V/R,

(b)(4),(b)(5),(b)(7)(E)

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C) @countyofberks.com]
Sent: Thursday, March 8, 2018 11:14 AM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

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

Below is the response I received from the County Chief Financial Officer, Robert Patrizio. After his team reviewed the modification and the attachment they have the below concerns and requests.

I have also sent you the changes last week for the transportation part in the modification. If you have any questions or would like to discuss the email, please let me know and Keri and I can give you a call.

Diane,

We cannot agree to language that says ICE will "evaluate our request for a per diem shortfall and only reimburse us should they have available funds". They need to make sure they appropriate, set aside up to (b)(4) of budget in case this happens. If they want to use that language then we need it on our side of the ledger as well. In addition, if our payment is contingent on their funding availability, then we must have the right to seek a per diem change annually and we must agree any request we make will be approved retro to January 1st of the year we file the request, provided we provide the requested information as noted in the 3rd paragraph. The rate approval will have to be retro to January 1, 2018 and for future years to the beginning of the year whether we ultimately agree to 12, 24 or 36 months.

Regards, Bob

From: (b)(6),(b)(7)(C) @ice.dhs.gov]
Sent: Thursday, March 8, 2018 12:06 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

All,

Quick update-I am hopeful that we will receive approval from budget for the REA by COB on 3/14.

Thank you,

V/R,

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

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)@countyofberks.com]
Sent: Thursday, March 1, 2018 10:17 AM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: DROIGSA-10-0003_P00017

One area that I see that needs to be changed in the wording (2nd page) "by 1:00pm", I will need the

discharge report the night before. Both are stated, but to remove confusion as to which one should be followed. BCRC will need the night before not 1pm the day of. Any questions with this please feel free to call.

Also, I am unable to sign the above modification until everything is complete. Do you have a date for the completion of the REA?? I will need to get approval from my board of Commissioners and I need to present it together.

Diane Edwards

From: (b)(6),(b)(7)(C) @ice.dhs.gov]
Sent: Tuesday, February 27, 2018 3:28 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: DROIGSA-10-0003_P00017

Good Afternoon Diane,

Attached is the subject modification (to include one attachment) for your review/approval. I will now be working on the REA, but in the meantime, the language about the annual credit or charge should cover any additional charges.

We will also be adding a CLIN to the task order to cover the annual NTE amount of (b)(4).

Thank you,

V/R,

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

(b)(6),(b)(7)(C)
Contracting Officer
Detention, Compliance & Removals (DCR)
U.S. DHS | ICE | Office of Acquisition Management (OAQ)
24000 Avila Road, Suite 3104, Laguna Niguel, CA 92677
Office: (b)(6),(b)(7)(C) | Mobile: (b)(6),(b)(7)(C) | Fax: 949.360.3013 | Email: (b)(6),(b)(7)(C) @ice.dhs.gov

Your First Partner in Acquisition!

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). This document is to be controlled, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to Sensitive But Unclassified (SBU) information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval from the originator. If you are not the intended recipient, please contact the originator for disposition instructions.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is

addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

From: (b)(6),(b)(7)(C)
To:
Subject: Re: Abraxas Juveniles (Berks)
Date: Thursday, April 12, 2018 12:57:42 PM

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

That was a misprint....you are correct (effective 07/01) and sorry for the confusion.

Thanks,

(b)(6),(b)(7)(C)
Director of Financial Operations
Abraxas Youth and Family Services
2840 Liberty Avenue Suite (b)(6),(b)(7)(C)
Pittsburgh, PA 15222

Tel: (b)(6),(b)(7)(C) • Fax: 713 335 9162
Mobile: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)@abraxasyfs.com
www.geogroup.com
This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email.

From: (b)(6),(b)(7)(C)@ice.dhs.gov>
Sent: Thursday, April 12, 2018 11:13 AM
To: (b)(6),(b)(7)(C)
Subject: RE: Abraxas Juveniles (Berks)

Good morning (b)(6),(b)(7)(C)

Your POP starts from 07/01/2018 through 06/30/2019. Therefore, the effective date should be 07/01/2018 and not 07/04/2018. Right?

Thank you

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ)
Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)@ice.dhs.gov

From: (b)(6),(b)(7)(C) @abraxasyfs.com]
Sent: Wednesday, April 11, 2018 2:49 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: Re: Abraxas Juveniles (Berks)

You are correct. The effective date is 07/04/2018

(b)(6),(b)(7)(C)
Director of Financial Operations
Abraxas Youth and Family Services
2840 Liberty Avenue Suite (b)(6),(b)(7)(C)
Pittsburgh, PA 15222

Tel (b)(6),(b)(7)(C) • Fax: 713 335 9162
Mobile: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @abraxasyfs.com
www.geogroup.com
This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email.

From: (b)(6),(b)(7)(C) @ice.dhs.gov>
Sent: Wednesday, April 11, 2018 9:09 AM
To: (b)(6),(b)(7)(C)
Subject: RE: Abraxas Juveniles (Berks)

Good Morning (b)(6),(b)(7)(C)

Please confirm that the effective date is 07/01/2018. Thank you

---

From: (b)(6),(b)(7)(C) @abraxasyfs.com]
Sent: Tuesday, April 10, 2018 4:43 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: Re: Abraxas Juveniles (Berks)

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

Thank you very much for rate increase. Please let me know if you have any questions or need additional information.

Thanks,

(b)(6),(b)(7)(C)
Director of Financial Operations
Abraxas Youth and Family Services
2840 Liberty Avenue Suite (b)(6),(b)(7)(C)
Pittsburgh, PA 15222

Tel: (b)(6),(b)(7)(C) • Fax: 713 335 9162
Mobile: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @abraxasyfs.com
www.geogroup.com
This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email.

From: (b)(6),(b)(7)(C) @ice.dhs.gov>
Sent: Tuesday, April 10, 2018 4:10 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: Abraxas Juveniles (Berks)

Good afternoon (b)(6),(b)(7)(C)

Your request to increase the bed day rate for Abraxas Juvenile Facility from (b)(4) to (b)(4) has been approved. Please confirm that the effective date is **07/01/2018.**

We will then modify the contract to incorporate Revised Components For Juveniles Facilities Housing ICE Youth and increase the rate.

Thank you

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ)
Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C) @abraxasyfs.com]
Sent: Tuesday, April 3, 2018 2:44 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>; (b)(6),(b)(7)(C)
<(b)(6),(b)(7)(C) @abraxasyfs.com>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: Re: Abraxas Juveniles (Berks)

Ok, thank you, we appreciate it.

From: (b)(6),(b)(7)(C) @ice.dhs.gov>
Sent: Tuesday, April 3, 2018 2:01:16 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: Abraxas Juveniles (Berks)

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

Thank you for the time you have spent working with us on researching the possibility of obtaining additional guaranteed beds for juveniles at your facility.

Since receiving our FY18 budget, we are unable to move forward with obtaining additional beds at this time.

We are still processing your rate increase request through our stakeholder group and will get back to you shortly on that topic.

Please let me know if you have any questions.

Thank you,

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ)
Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C) @abraxasyfs.com]

Sent: Thursday, March 29, 2018 1:41 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: Re: Abraxas Juveniles (Berks) - Proposal Request

I will find out. Perhaps it come from the audit tool.

From: (b)(6),(b)(7)(C) @ice.dhs.gov>
Sent: Thursday, March 29, 2018 1:28:34 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: Abraxas Juveniles (Berks) - Proposal Request

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

I was actually wondering what standard that language is in… (b)(6),(b)(7)(C) email said it's in the "Required Components for Juvenile Facilities Housing ICE Youth" (attached), but I don't see that in there.

I'm trying to determine what standard I'm requesting a waiver for.

Thanks,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C) @abraxasyfs.com]
Sent: Thursday, March 29, 2018 12:25 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: Re: Abraxas Juveniles (Berks) - Proposal Request

Mr. (b)(6),(b)(7)(C)

Regarding the Master's Level Clinician, we requested to change this previously (to a Case

Manager) and were denied by the auditor sent by ICE. The standards require a "trained social work staff" or "qualified mental health professional".

As for the education billing, Pennsylvania Dept of Education pays $56.78 for regular ed and $184.03 special ed.

Please let me know if you have any other questions I can answer.

Thanks

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

From: (b)(6),(b)(7)(C)@ice.dhs.gov>
Sent: Thursday, March 29, 2018 9:00:16 AM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: Abraxas Juveniles (Berks) - Proposal Request

Good morning (b)(6),(b)(7)(C)

I see that (b)(6),(b)(7)(C) is out through Monday. If you don't know, this can wait until next week…

He mentions that a Maters level therapist is required in the "Required Components for Juvenile Facilities Housing ICE Youth", but I can't find the requirement in that document. Do you know where he is seeing that?

If Pennsylvania DOE refuses funding for ICE youth for education, what is the standard education rate that you would be looking to recoup?

I'll get a confirmation on the extraordinary medical costs, but ICE/IHSC would certainly pay for those, it's just a matter of how to request payment.

Thank you,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750

Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C) @abraxasyfs.com]
Sent: Friday, March 23, 2018 3:24 PM
To: (b)(6),(b)(7)(C) @sbraxasyfs.com
Cc: (b)(6),(b)(7)(C)
Subject: Re: Abraxas Juveniles (Berks) - Proposal Request

Good Afternoon Mr. (b)(6),(b)(7)(C)

We are requesting a per diem rate of (b)(4) for the detainees in our custody. This rate is below the state approved rate of (b)(4) as shown in the attached cost report which was recently approved and certified by OCYF and is published on the state web site. While this cost report does not specifically include the Masters level Therapist listed in the "Required Components for Juvenile Facilities Housing ICE Youth", our rate is sufficient for these components.

The only additional costs to be considered would be educational services should Pennsylvania Department of Education refuse funding for these youth. If that were the case we would come to you to recoup our standard educational rate. We would also like to understand how the Department would address extraordinary medical costs should they arise.

I look forward to hearing from you as to how we proceed. I will be out of the office next week and return on 4/2. (b)(6),(b)(7)(C) is available next week if you have any immediate questions.

Have a nice weekend.

Thanks,

(b)(6),(b)(7)(C)
Director of Financial Operations
Abraxas Youth and Family Services
2840 Liberty Avenue Suite (b)(6),(b)(7)(C)
Pittsburgh, PA 15222

Tel: (b)(6),(b)(7)(C) • Fax: 713 335 9162
Mobile: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @abraxasyfs.com
www.geogroup.com
This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email.

From: (b)(6),(b)(7)(C)
Sent: Monday, March 19, 2018 3:59 PM
To: (b)(6),(b)(7)(C) @sbraxasyfs.com
Cc: (b)(6),(b)(7)(C)
Subject: Re: Abraxas Juveniles (Berks) - Proposal Request

Hello Mr. (b)(6),(b)(7)(C)

Thank you for taking the time to speak to us last Thursday. I had a discussion with (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (Director of Finance for Abraxas) a few minutes ago. He and his department are working on analyzing the costs and putting together a rate increase justification for the current service we are providing. We should have something for you by early next week.

As I mentioned on the call last week, ICE has no "bought" beds at our facility. When a referral is made to our Detention Unit, we accept the ICE referral if we have space. Our census on Detention ebbs and flows. In general, the beds are assigned on a first come, first serve basis, with the caveat that we give preference when space gets tight to Berks County because they are the primary customer and we do a higher volume of business with them than others on Detention. (I should mention that we offer several other residential services to troubled youth in the same facility on other units. Detention is only one of six services at the Morgantown site.)

I assume ICE is hoping to find additional bed space in the near term. Therefore, I think what makes sense (from the perspective of time and expense) is for ICE to buy 9 guaranteed beds. We can accommodate this on our existing detention units if we reduce the number of admissions we take from customers that do not use us all that often. To guarantee more than 9 beds to ICE, we would have to activate an unused unit, hire new employees, make some physical plant renovations, etc. Setting aside 9 beds on already active units is certainly the quickest and most efficient option. I hope to have a more specific time frame to offer once we complete our planning discussions this week.

If ICE definitely needs 18 beds, we can accommodate. It will just take longer for us to prepare and ramp up.

We will be in touch soon. Please do not hesitate to give me a call with any questions. My desk phone number is (b)(6),(b)(7)(C)

Thank you!

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

(b)(6),(b)(7)(C), MPA
DIVISIONAL DIRECTOR

Abraxas Youth & Family Services
10058 South Mountain Road, Building 6
South Mountain, Pennsylvania 17261

Tel: (b)(6),(b)(7)(C)
Mobile: (b)(6),(b)(7)(C)

Email: (b)(6),(b)(7)(C)@abraxasyfs.com

Disclaimer: This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify by replying to this e-mail.

From: (b)(6),(b)(7)(C)@ice.dhs.gov>
Sent: Thursday, March 15, 2018 11:08:19 AM
To: (b)(6),(b)(7)(C)@sbraxasyfs.com
Cc: (b)(6),(b)(7)(C)
Subject: Abraxas Juveniles (Berks) - Proposal Request

Hello again. It was nice talking to you guys today.

Here's the recap:

Rate Increase:
You mentioned that a rate increase is requested for current services.
Please provide an explanation and justification / supporting documents for the requested new rate.

Updated Standards:
ICE is interested in incorporating the "Required Components for Juvenile Facilities" into our agreement.
If no additional costs above what is being requested for your rate increase for current services please state so.
If the updated requirements would incur additional costs, please highlight what those

requirements are and the associated cost.
You mentioned on the call that a major requirement which would increase costs would be the requirement for a masters level therapist over your current bachelors level therapist.
Please provide an explanation and the estimated cost impact. We will contact JFRMU to request a waiver after receipt of your pricing.

Additional Beds:

ICE would like to increase the number of beds available for ICE use from 2 to 18 (though you mentioned that the average has been ~3).
Could you please provide a brief explanation of what would be required to implement this change. You stated on the call that to set aside a number of beds to always be available to ICE would require a Guaranteed Minimum be added to the agreement.
Please state that in your response.
Also, please provide an estimated timeline which would be required to implement a change to the number of available beds and what our options may be.
For example: With no GM, what number of beds could be made available to ICE on an "as available" basis. If a GM can be implemented, what is the max number of beds you can set aside and when?

Other:

You asked if the juveniles would be coming from ICE or ORR. These detainees will be in ICE custody. ORR funds their own facilities and places their juveniles after accepting custody from ICE.
I'll reach out to JFRMU to get some information on how they are estimating their required number of beds, and their level of confidence on the probability of fulfilling those beds and duration of the need for increased capacity.

Please let me know if I have missed anything or if you have any questions.
I'll be out of the office 3/16 – 3/26, but (b)(5) will be in the office to help with any requests.

Thank you and talk to you soon,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)

Email: (b)(6),(b)(7)(C) @ice.dhs.gov

GROUP HOME/INSTITUTIONAL FACILITIES
COVER PAGE

Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

for **Projected Budget FY** 2017/18 *July 1, 2017 to June 30, 2018*

and **Prior Actual Audited FY** 2015/16 *July 1, 2015 to June 30, 2016*

Please complete the following fields:

If these forms are being used to develop a single per diem for multiple local service provider facilities, please enter "MULTIPLE" and the licensed Certificate No. of one facility in the field entitled "Certificate of Compliance". Lastly, please complete the "Schedule of All Local Service Provider Facilities" fields located at the bottom of the worksheet.

Certificate of Compliance:	222430	Unit ID:	AC	Total Number of Licensed Beds	54	
Legal Entity Name as per Certificate of Compliance:	Cornell Abraxas Group, Inc					
Unit Name:	Abraxas Academy Detention					
Facility Name:	Abraxas Academy					
Facility Street Address:	1000 Academy Drive PO Box 645					
Facility City:	Morgantown	State:	PA	Zip:	19543	
Type of Service (select from menu):	SECURE DETENTION (3800)					

Please complete the following fields:

Organization Name:	Cornell Abraxas Group, Inc.				
Organization Street Address:	2840 Liberty Avenue - Suite 300				
Organization City:	Pittsburgh	State:	PA	Zip:	15222
Federal ID#:	76-0545741				

CEO/President Name:	(b)(6),(b)(7)(C)
Position/Title:	Divisional Vice President
Phone Number:	(b)(6),(b)(7)(C)
Email Address:	(b)(6),(b)(7)(C) @abraxasyfs.com

Submission Date:	1/10/2018
Submission #:	3

Please complete the contact information for the individual responsible for completing and submitting the contract documentation and supporting documentation. If additional contacts, please attach a separate sheet with the additional data.

Contact Person Name:	(b)(6),(b)(7)(C)				
Title:	Director - Financial Operations				
Street Address:	2840 Liberty Avenue - Suite (b)(6),(b)(7)(C)				
City:	Pittsburgh	State:	PA	Zip:	15222
Phone Number:	(b)(6),(b)(7)(C)				
Fax Number:					
Email Address:	(b)(6),(b)(7)(C) @abraxasyfs.com				

I **CERTIFY** that the information submitted is true, complete, and correct to the best of my knowledge. If I discover that any information submitted is not correct, I will notify the appropriate party(ies) immediately. I understand that if the information submitted is false or misleading, or deliberately omits or conceals pertinent information, I am subject to any and all penalties permitted under federal and state laws.

Print Name:	(b)(6),(b)(7)(C)
Title :	Director - Financial Operations
Date:	1/10/2018

Contact Information of OCYF Reviewer:	
Name:	(b)(6),(b)(7)(C)
Phone Number:	(b)(6),(b)(7)(C)
E-mail Address:	(b)(6),(b)(7)(C) @pa.gov

Required Information- GHI

Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name:	Abraxas Academy	**Organization Name:**	Cornell Abraxas Group, Inc.
Certificate of Compliance #:	222430	**Federal ID #:**	76-0545741
Unit ID #:	AC		

∞ Please answer all of the questions on this worksheet and submit the necessary backup documentation. See the bulletin and special transmittals for more information.

∞ The colored cells below contain dropdown menus. Please select your responses from the dropdown menus and use the dialogue boxes for additional explanation.

SUPPORT DOCUMENTATION

OCYF seeks to understand where to locate support documentation for the items listed below.

1	**Audited financial statements**	Yes
	These financial statements should be for the prior actual audited fiscal year of 2012/2013 (July 1, 2012 to June 30, 2013). If your program's fiscal year operates on a different cycle, please provide audited financial statements for the two years that cover OCYF's prior audited fiscal year of 2012/2013.	
2	**Cost Allocation Plan**	Yes, all of this documentation is provided with this submission.
3	**Job descriptions**	Yes, all of this documentation is provided with this submission.
4	**Program description**	No, all of this documentation is available on Docushare as no documentation changed from last year.
5	**Organizational chart**	Yes, all of this documentation is provided with this submission.
6	**Consolidated staff rosters**	Yes, all of this documentation is provided with this submission.
7	**Time study results**	N/A
8	**Explanation for missing or unavailable documentation**	

If "No" or "N/A" was selected above, please provide additional information in the dialogue box below.

Time study not required for Secure program.

TITLE IV-E/ ACT 148 ALLOWABILITY

OCYF will continue to accept provider established methodologies to identify the Title IV-E and/or Act 148 allowable percentage of personnel or operational costs. Tab IV. Direct Administrative Expenditures includes a column identified as "Explanation of Costs." In this column, please explain the methodology (i.e., FTE count, square footage, etc) used to determine allowable amounts for Personnel and Facility/Operational expenses. Please submit the methodology used in each applicable line item, along with any additional documentation to support the calculation.

OCYF has an established methodology to determine Title IV-E and/or Act 148 allowable costs for personnel and facility/operational expenses for provider's who do not have an established methodology. See example of OCYF's established methodology below:

Determining Title IV-E and/or Act 148 allowable percent.
Sum of Daily Supervision salaries: $100,000 (Allowable)
Sum of Clinical/Treatment/Social Services/Medical Services/Education/MH/ID salaries: $10,000 (Unallowable)
Allowable calculation= $100,000 / $110,000
Allowable percentage: 90.91%
Personnel Expense:
Sum of Managers/Supervisors salaries: $200,000
Allowable Amount- $200,000 * 90.91%
Allowable Managers/Supervisors salaries: $ 181,818.18
Facility/Operational Expense:
Building Utilities: $20,000
Allowable amount= $20,000 * 90.91%
Allowable Building Utilities cost: $18,182

9 Program Description:

OCYF seeks to understand where information can be found on unallowable and/or seemingly unallowable services found in your program description (i.e. supplemental document, time study documentation, etc)

For example:

a. Social services are mentioned in the program description on page 12 and have been deemed unallowable for federal Title IV-E participation. Therefore, a portion of our Youth Care Worker's salary has been deemed IV-E unallowable based on time studies performed.

b. Social services are mentioned in the program descriptionon page 8, but the social services mentioned have been deemed allowable for Title IV-E participation as it is referring to Youth Care Workers supervising the children washing their clothes, we consider this activity as part of daily supervision.

After reviewing your program description, if any activities are identified which could allude to the provision of services that are unallowable for Title IV-E and/or Act 148 funding, where can the county and state reviewer find additional information used to support the allowability or show where the costs have been quantified? Please list below.

Our accounting structure is designed to identify non-Title IV-E costs from allowable costs and these line items have been notated in either the Required Information tab or as supporting detail on the Institutional Facility Staff Projection tab.

10 Job Description:

OCYF seeks to understand how your program allocates costs between allowable/applicable and unallowable/non-applicable job categories that would affect Title IV-E and/or Act 148 participation.

If staff on the "I. Inst Fac. Staff Roster" tab perform duties that are allowable/applicable and unallowable/non-applicable for Act 148 and/or Title IV-E participation, what quantifiable methodology is used by your agency to determine your staff allocation?

Time studies

For example, a Youth Care Worker's salary may be allocated between case management and clinical/treatment/social services/medical services job categories based on timestudy ana

In the box below enter the calculation, with an example, used to allocate personnel into different job categories. Provide additional detailed spreadsheets and/or accounting reports to support your allocation method(s). If multiple allocation methods are used, please list them below.

Please refer to supporting materials titled Time Study Documentation.

11 Recreation:

If you include costs associated with staff attending recreational activities, and those staff are not needed for necessary supervision of the youth, please identify where those costs are located in this budget documentation.

All costs associated with Recreation are strictly client related and therefore deemed fully allowable.

Required Information- GHI

Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name:	Abraxas Academy	**Organization Name:**	Cornell Abraxas Group, Inc.
Certificate of Compliance #:	222430	**Federal ID #:**	76-0545741
Unit ID #:	AC		

∞ Please answer all of the questions on this worksheet and submit the necessary backup documentation. See the bulletin and special transmittals for more information.

∞ The colored cells below contain dropdown menus. Please select your responses from the dropdown menus and use the dialogue boxes for additional explanation.

METHOD OF ALLOCATION

PERSONNEL EXPENSES

Select from the dropdown menus below.

12 **How do you allocate staff salaries to this program on the "I. Institutional Facility Staff Roster" tab?** — Other

This question seeks to understand how you allocate salary costs for employees that work at more than one program/facility site.
In the box below enter the calculation, with example(s), used to allocate staff salary to this program. Provide additional detailed spreadsheets and/or accounting reports to support your allocation method(s).

The number of client days of service was utilized to develop the allocation ratio.

FACILITY/OPERATIONAL EXPENSES

13 **How do you allocate direct operating costs to this program?** — Other

In the box below enter the calculation, with example(s), used to allocate direct operating costs to this program. Provide additional detailed spreadsheets and/or accounting reports to support your allocation method(s).

The number of client days of service was utilized to develop the allocation ratio.

14 **Have you identified costs associated with any of the following?**

Staff Transportation/Travel	Yes
Recruitment of Staff	Yes
Bank Fees	No

If you answered yes to any line item above, please provide detailed information on what costs are included in each item.

Staff Travel/Transportation- includes mileage reimbursement, meals, hotel, airfare or other transportation costs incurred for staff in business related travel. We have deemed these costs to be allowable to the extent of the ratio of staff allowability. Recruiting - expenses such as background checks, web-site postings, newspaper ads, etc incurred to fill open positions. We have deemed these costs to be allowable to the extent of the ratio of staff allowability.

15 **Please review OMB Circular A-122 and 55 PA code 3170.61 guidelines regarding allowability for the line items listed below. In the drop down box please identify whether or not the costs meet guidelines for allowability.**

Interest	Yes, cost is included in budget documentation and meets allowable guidelines.
Legal Fees	No, cost not included in budget documentation.
Bad Debt	No, cost not included in budget documentation.
Fundraising	No, cost not included in budget documentation.
Advertising	No, cost not included in budget documentation.

For any costs outside of the allowable guidelines, please identify them in the box below and indicate the amount that is unallowable for federal and/or state participation. Provide additional detailed spreadsheets and/or accounting reports to support your costs.

16 **Have you added any line items to Sheet III. Institutional Facility Expenditures?** — Yes

If yes, clearly describe each additional line item below. For example, Professional Fees total cost: $40,000 - $20,000 is for auditing costs and $20,000 is for payroll fees.

Tax Expense - Cornell Abraxas Group, Inc. is a for-profit company. These are the allocated tax expenses from charges or taxes which the organization is required to pay based on financial performance. The expense for the audited year comes directly from the audited financial statements, while the ensuing year is an estimate, and cannot be fully determined until the year is finished. Professional/Consultants - Primarily comprised of professional staff such as Psychologists performing assessments for placed clients, and some medical professionals contracted to fulfill PA state licensing requirements for initial assessments not covered by Medicaid. Unreimbursed Medical Expenses - The unallowable portion of this includes prescription costs and

17 **Does your program have an educational or MH/ID component?** — Yes

If so, are those costs included in this budget documentation? — No

Please explain why your program has an educational or MH/MR component but has not identified offsetting revenue.

VARIATIONS IN EXPENSES INCURRED

18 **If your program expenses have increased or decreased from the prior actual audited year to the projected year, explain the reason(s) for the variation(s) in the box below.**

All budget year costs are built based on historical expense trends as well as relevant anticipated changes for the projected year. Expenses also account for changes in utilization from year to year.

I. Institutional Facility Staff Roster

Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name: Abraxas Academy
Certificate of Compliance # : 222430
Unit ID: AC

Organization Name: Cornell Abraxas Group, Inc.
Federal ID #: 76-0545741

- This form should include all staff salary costs for personnel whose salary is projected by this program for FY 2014/15. Please do not include any Indirect Administrative Staff on this sheet.
- In the column identified as Full Time or Part Time, the percentage "100%" or "xx%" should be used to indicate if the staff was hired to work as full time or part-time for the Agency.
- If a staff person performs work related job duties in the more that one job category, please place the corresponding salary costs under the appropriate job. An explanation on how the staff salary costs are divided among multiple job categories should be given in the Required Information form or in the Cost Allocation Plan.

NOTE: Green shaded cells indicate pre-populated totals. Only complete the unshaded cells. Please refer to the bulletin and special transmittal for specific instructions.

Institutional Facility Staff Roster Projected Budget Year FY 2017/18

To add 10 additional lines, please click on this BUTTON.

TOTALS: (b)(4)

Staff Identification	Position/Title	Full Time (100%) or Part Time (XX%)	Weeks worked during this year	Total Annual Salary Paid	Percentage of Total Salary Allocation to this Facility	Daily Supervision (Title IV-E / Act 148 Allowable)	Manage or Supervise Staff (Title IV-E / Act 148 Allowable)	Support Staff (Title IV-E / Act 148 Allowable)	Clinical / Treatment / Social Services and Medical Services (Title IV-E Unallowable, Act 148 Allowable)	MH/ID Services and Education Services (Title IV-E Unallowable / Act 148 Unallowable)	Staff Salary Allocated to this Site	Error Messages	FTE per Site	48.22
(b)(6),(b)(7)(C)	Administrative Assistant II	100.00%	52	(b)(4)									0.26	
	Billing Specialist	100.00%	52										0.26	
	Case Management Supervisor	100.00%	52										1.00	
	Clinical Director	100.00%	52										0.27	
	Community Services Coordinator	100.00%	52										0.26	
	Cook	100.00%	52										0.26	
	Cook	100.00%	52										0.26	
	Cook	100.00%	52										0.26	
	Cook	50.00%	52										0.13	
	Cook	100.00%	52										0.26	
	Cook Supervisor	100.00%	52										0.26	
	Business Manager	100.00%	52										0.26	
	Counselor	100.00%	52										1.00	
	Counselor	100.00%	52										1.00	
	Counselor	100.00%	52										1.00	
	Driver	100.00%	52										0.26	
	Driver	100.00%	52										0.26	
	Driver	100.00%	52										0.26	
	Facility Director	100.00%	52										0.26	
	HR Coordinator	100.00%	52										0.26	
	Intake Supervisor	100.00%	52										0.26	
	LPN	100.00%	52										0.26	
	LPN	100.00%	52										0.26	
	LPN	100.00%	52										0.26	
	Maintenance Technician	100.00%	52										0.26	
	Maintenance Technician	100.00%	52										0.26	
	Maintenance Technician	100.00%	52										0.26	
	Maintenance Technician	50.00%	52										0.13	
	Medical Records Clerk	100.00%	52										0.26	
	Medical Technician	100.00%	52										0.26	
	Medical Technician	100.00%	52										0.26	
	Mgr, Facility Maintenance	100.00%	52										0.26	
	Mgr, Nurse	100.00%	52										0.26	
	Night Supervisor	100.00%	52										0.26	
	Night Supervisor	100.00%	52										0.26	
	Program Manager	100.00%	52										1.00	
	Program Manager	100.00%	52										0.26	
	Qual & Comp Specialist	100.00%	52										0.26	
	Quality Assurance Technician	100.00%	52										0.26	

(b)(4)

I. Institutional Facility Staff Roster

Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name: Abraxas Academy
Certificate of Compliance #: 222430
Unit ID: AC

Organization Name: Cornell Abraxas Group, Inc.
Federal ID #: 76-0545741

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

(b)(4)

Recruiter	100.00%	52			0.26
Secretary/Receptionist	100.00%	52			0.26
Secretary/Receptionist	100.00%	52			0.26
Secretary/Receptionist	100.00%	52			0.26
Training Manager	100.00%	52			0.26
Training Supervisor OJT	100.00%	52			0.26
Treatment Supervisor I	100.00%	52			1.00
Treatment Supervisor I	100.00%	52			1.00
Treatment Supervisor I	100.00%	52			1.00
Treatment Supervisor I	100.00%	52			0.27
Treatment Supervisor II	100.00%	52			1.00
Treatment Supervisor II	100.00%	52			0.27
Treatment Supervisor II	100.00%	52			0.27
Youth Development Ops Leader	100.00%	52			1.00
Youth Development Ops Leader	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Specialist	100.00%	52			1.00
Youth Development Team Leader	100.00%	52			1.00
Youth Development Team Leader	100.00%	52			1.00
Youth Development Team Leader	100.00%	52			1.00
Youth Development Team Leader	100.00%	52			1.00
Youth Development Team Leader	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Youth Development Technician	100.00%	52			1.00
Mgr, Food Service	100.00%	52			0.26
TOTALS:					

II. Institutional Facility Staff Projection
Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name: Abraxas Academy
Certificate of Compliance #: 222430 **Unit ID:** AC
Organization Name: Cornell Abraxas Group, Inc.
Federal ID Number: 76-0545741

∞ This sheet is meant to correspond with personnel staff totals which are reported on the "I. Inst Fac. Staff Roster" and "III. Inst Fac. Expenditures" worksheets. The Prior Actual Audited FY 2011/12 totals must match with the information reported on the "I. Inst Fac. Staff Roster" worksheet.

∞ FTE or full-time equivalent is the number of hours worked divided by the maximum number of compensable hours in a work year. Ex- If a work year is defined as 2080 hours then one worker occupying a paid full time job all year would be equal to one FTE. Two employees working 1040 hours each year would be counted as 0.5 + 0.5 = 1

NOTE: Green-shaded cells indicate pre-populated totals/amounts. ONLY complete the unshaded line items/cells. Please refer to bulletin and special transmittal for complete instruction on how to properly fill out this form.

Position Titles	Prior Actual Audited FY 2015/16	FTE	Projected Budget FY 2017/18	FTE
Daily Supervision				
Community Services Coordinator	(b)(4)	0.22	(b)(4)	0.17
Counselor		2.47		2.38
LPN		1.04		0.74
Medical Technician		0.31		0.50
Night Supervisor		0.64		0.52
Mgr, Nurse		0.30		0.25
Treatment Supervisor I		5.08		3.25
Youth Development Ops Leader		2.00		2.00
Youth Development Specialist		15.42		11.90
Youth Development Team Leader		5.92		4.97
Youth Development Technician		8.34		9.00
Treatment Supervisor II		0.95		1.53
Subtotal:		42.69		37.21
Manage or Supervise Staff				
Facility Director		0.32		0.26
Business Manager		0.32		0.26
Program Manager		1.00		1.26
Assistant Facility Director		0.14		0.00
Subtotal:		1.78		1.78
Support Staff				
Administrative Assistant II		0.51		0.26
Billing Specialist		0.32		0.26
Cook		1.02		1.17
Cook Supervisor		0.53		0.26
Driver		0.96		0.78
Mgr, Food Service		0.32		0.26
HR Coordinator		0.37		0.26
Intake Supervisor		0.32		0.26
Mgr, Facility Maintenance		0.32		0.26
Maintenance Technician		1.04		0.91
Medical Records Clerk		0.18		0.26
Qual & Comp Specialist		0.32		0.26
Quality Assurance Technician		0.32		0.26
Recruiter		0.32		0.26
Secretary/Receptionist		0.96		0.78
Training Manager		0.32		0.24
Training Supervisor OJT		0.28		0.24
Subtotal:		8.41		6.99
Clinical/Treatment/Social Services and Medical Services				
Case Management Supervisor		1.00		1.00
Clinical Director		0.32		0.27
Clinical Supervisor		0.08		0.00
Community Services Coordinator		0.10		0.09
Counselor		0.64		0.62
LPN		0.06		0.04
Medical Technician		0.01		0.02
Mgr, Nurse		0.02		0.01
Treatment Supervisor I		0.04		0.02
Youth Development Specialist		0.12		0.10
Youth Development Team Leader		0.04		0.03
Treatment Supervisor II		0.01		0.01
Training Manager		0.00		0.02
Training Supervisor OJT		0.00		0.02
Subtotal:		2.44		2.24
MH/ID and Education Services				
(Please List Agency Specific Titles Here)				
Subtotal:	0	0.00	0	0.00
TOTALS of ALL STAFF:				

******OFFICIAL USE ONLY******

FINAL ADJUSTED Projected Budget FY 2017/18	FINAL ADJUSTED Title IV-E Allowable FY 2017/18	FINAL ADJUSTED Title IV-E Allowable % FY 2017/18	FINAL ADJUSTED Act 148 Unallowable FY 2017/18	FTE
Daily Supervision (Title IV-E / Act 148 Allowable)				
(b)(4)		0.00%		0.17
		0%		2.38
		0%		0.74
		0%		0.50
				0.52
				0.25
				3.25
				2.00
				11.90
				4.97
				9.00
		0%		1.53
	0		0	37.21
Ma (Title IV-E / Act 148 Allowable)				
		0.00%		0.26
		0%		0.26
		0%		1.26
		#DIV/0!		0.00
		#DIV/0!		0.00
	0		0	1.78
Su Act 148 Allowable)				
		0.00%		0.26
		0%		0.26
		0%		1.17
		0%		0.26
				0.78
				0.26
				0.26
				0.26
				0.26
				0.91
				0.26
				0.26
				0.26
				0.26
				0.78
				0.24
		0%		0.24
	0		0	6.99
Cl Services and Medical Services (Title IV-E Unallowable/Act 148 Allowable)				
		0.00%		1.00
				0.27
				0.00
				0.09
				0.62
				0.04
				0.02
				0.01
				0.02
				0.10
				0.03
		0%		0.01
				0.02
				0.02
	0		0	2.24
MH/MR and Education Services (Title IV-E Unallowable / Act 148 Unallowable)				
0		#DIV/0!	0	0.00
0		#DIV/0!	0	0.00
0		#DIV/0!	0	0.00
0		#DIV/0!	0	0.00
0		#DIV/0!	0	0.00
0	0		0	0.00

(b)(4),(b)(5)

III. Institutional Facility Expenditures
Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name: Abraxas Academy
Certificate of Compliance #: 222430
Unit ID: AC
Organization Name: Cornell Abraxas Group, Inc.
Federal ID #: 76-0545741

- This page is designed for the Group Home provider to list all operational expense for the local service provider site.
- For the Explanation of Costs section, please explain what is included in the expense line. For example, Facility costs may include mortgage or rent payments and depreciation for your program's building.

NOTE: Green-shaded cells indicate pre-populated amounts. ONLY complete unshaded cells. Please refer to the bulletin for further instructions.

OBJECTS OF EXPENSE	Prior Actual Audited FY 2015/16	Projected Budget FY 2017/18	% Change	Explanation of Costs NOTE: If you do not explain the line items contents here and/or on the Required Information tab then OCYF will determine Title IV-E allowable costs using a standard methodology.
Personnel Expenses				
Daily Supervision			%	
Manage/Supervision of Staff			%	
Support Staff			%	
Clinical/Treatment/S.S./Med Services			%	
MH/ID and Education Services				
Employee Benefits			%	
Staff Training			%	
Total Personnel Expenses			%	
Facility / Operational Expenses				
Facility - (Rent/Depreciation)			%	
Maintenance			%	
Building Utilities			%	
Communication			%	
Office Supplies			%	
Staff Transportation/Travel			%	
Vehicle Maintenance and Repair			%	
Postage and Shipping			%	
Printing and Publications				
Insurance			%	
Equipment and Furniture (Depreciation)			%	
Association Dues/ License Fees			%	
Recruitment of Staff			%	
Advertising				
Bank Fees				
Interest	31535	26,116	-17.18%	
List any other expenses below and provide detail explaining what is included in each expense on the Required Information worksheet.				
Legal Expenses				Describe these expenses in detail on the Required Information worksheet.
Professionals and Consultants				Describe these expenses in detail on the Required Information worksheet.
Miscellaneous				Describe these expenses in detail on the Required Information worksheet.
AR/Bad Debts				Describe these expenses in detail on the Required Information worksheet.
Temporary Services				Describe these expenses in detail on the Required Information worksheet.
Tax Expense / (Benefit)				Describe these expenses in detail on the Required Information worksheet.
Total Facility / Operational Expenses				
Direct Care Expenses				
Food/Meals				
Clothing				
Personal Care/Incidentals				
Transportation of Children				
School Supplies				
Recreational	6,871	3,240	-52.85%	
List any other expenses below and provide detail explaining what is included in each expense on the Required Information worksheet.				
Medical Expenses			%	Describe these expenses in detail on the Required Information worksheet.
Treatment Expenses			%	Describe these expenses in detail on the Required Information worksheet.
Client Stipends and Allowances			%	Describe these expenses in detail on the Required Information worksheet.
Total Direct Care Expenses			%	
Subtotal			%	
Offsetting Revenue				
County Share				
Total Offsetting Revenue	0	0		
Total Institutional Facility Expenditures				
Total Title IV-E Allowable Percentage				

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

****OFFICIAL USE ONLY****			
Projected Budget FY 2017/18	FINAL ADJUSTED Title IV-E Allowable FY 2017/18	FINAL ADJUSTED Title IV-E Allowable % FY 2017/18	FINAL ADJUSTED Act 148 Unallowable FY 2017/18
	0	0%	0
	0	0%	0
	0	0%	0
	0	0%	0
	0	#DIV/0!	0
		0%	
		0%	
	0		0
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		#DIV/0!	
		0%	
		0%	
		0%	
		0%	
		#DIV/0!	
		#DIV/0!	
		0%	
		#DIV/0!	
		0%	
	0		
		0%	
		0%	
		0%	
		0%	
		#DIV/0!	
		0%	
		0%	
		0%	
	0		
	0		
		0%	
		#DIV/0!	
		#DIV/0!	
		#DIV/0!	
	0		
	0		0
	0.00%		

(b)(4)

IV. Institutional Facility Per Diem Calculation Worksheet
Title IV-E / Act 148 Maximum Allowable Reimbursement Budget Documentation

Facility Name:	Abraxas Academy	**Organization Name:**	Cornell Abraxas Group, Inc.
Certificate of Compliance #:	222430	**Federal ID #:**	76-0545741
Unit ID:	AC		

∞ The Net Facility/Direct Care Expense line on this sheet will automatically populate based on the calculation of expenditures that are reported on the Institutional Facility Expenditure sheet.

∞ Please place the amount of Indirect Administrative Expense that is allocated to just this facility/unit. In the Projected Budget FY_2014/15 column, the amount in this cell should match the amount that is reported on the Master List of all Agency Programs sheet for the specific facility/unit in which this packet is being completed.

NOTE: Green shaded cells indicate pre-populated totals/amounts. ONLY complete the unshaded line items/cells. Please refer to bulletin for complete instruction on how to properly fill out this form.

	Prior Actual Audited FY 2015/16	Projected Budget FY 2017/18
Total Personnel/Operational/Direct Care Expense		
Indirect Administrative Expense		
GRAND TOTAL:		
Number of Licensed Beds		
Total Care Days/Units Provided		
Occupancy Rate		
CALCULATED PER DIEM:		

(b)(4)

****OFFICIAL USE ONLY****	
Projected Budget FY 2017/18	**FINAL ADJUSTED Title IV-E Allowable FY 2017/18**
	0
	0
	0.00
Title IV-E Allowable Percentage FY 2017/18:	0.0000%

(b)(4)

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

From: (b)(6),(b)(7)(C)
Sent: Monday, May 14, 2018 11:40 AM
To: 'Edwards, Diane'; (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C)
Subject: RE: Scanned image from Sharp MX-M464N
Attachments: DROIGSA-10-0003 MOD18.pdf

Good morning (b)(6),(b)(7)(C)

Attached is the fully executed copy for your records.

Thank you

(b)(6),(b)(7)(C)
Contract Specialist
DHS/ICE/ Office of Acquisition Management (OAQ) Detention Compliance and Removals (DCR)
Phone: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) @ice.dhs.gov

-----Original Message-----
From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)@countyofberks.com]
Sent: Friday, May 11, 2018 2:08 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>; (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @countyofberks.com>
Subject: FW: Scanned image from Sharp MX-M464N

-----Original Message-----
From: (b)(6),(b)(7)(C) @countyofberks.com [(b)(6),(b)(7)(C) @countyofberks.com] On Behalf Of sharp@
Sent: Friday, May 11, 2018 1:49 PM
To: Edwards, Diane
Subject: Scanned image from Sharp MX-M464N

Reply to: (b)(6),(b)(7)(C) @countyofberks.com <(b)(6),(b)(7)(C) @countyofberks.com> Device Name: Sharp MX-M464N Device Model: MX-(b)(6),(b)(7)(C)
Location: Berks County Residential Center 1040 Berks Rd. Leesport Pa. 19533

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

AMENDMENT #1
To
Agreement #ICA-184683-16

IT IS HEREBY AGREED by and between the **County of Berks**, with offices at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania 19601 (hereinafter "County") **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor"). that:

This Amendment serves to modify Section 7, Invoicing, as follows. Language that is underlined denotes that which has been added. Language that is stricken denotes that which is hereby removed.

7.2. Vendor may submit invoices no more than once per month for Services properly performed under this Agreement by the 10th of each month. The Vendor shall bill the County 1/10th of the ~~$788,605.00~~ $759,764.00 each month from September 2016 through June 2017. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, and the date(s) of performance for each service. The County shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

This Amendment #1 shall be incorporated as an integral part of the above noted Agreement and shall supersede any conflicting language contained in the Agreement. This Amendment shall be effective August 1, 2016. All other provisions of the Agreement remain unchanged and in full force and effect.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Amendment.

With the intent to be legally bound, authorized officials of each party have signed this Amendment on the dates noted below. Each person signing this Amendment represents and warrants that such person is fully authorized to sign and enter into this agreement on behalf of the company named above his or her signature.

County of Berks

By (b)(6),(b)(7)(C)
Christian Y. Leinbach, Chairman
Board of Commissioners .

Date: 3/16/2017

ATTEST:

By: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

Berks County Intermediate Unit

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

Name (printed): Jill M. Hackman, Ed.D.

Title: Executive Director

Date: March 8, 2017

ATTEST:

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

Name (printed): (b)(6),(b)(7)(C)

Title: Assistant to the Executive Director/CFO

AMENDMENT #2
To
Agreement #ICA-184683-16

IT IS HEREBY AGREED by and between the **County of Berks**, with offices at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania 19601 (hereinafter "County") **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor"). that:

This Amendment serves to extend the Agreement for an additional one (1) year term effective August 1, 2017 through July 31, 2018. The rates shall remain the same.

This Amendment #2 shall be incorporated as an integral part of the above noted Agreement and shall supersede any conflicting language contained in the Agreement and any previous amendments. All other provisions of the Agreement remain unchanged and in full force and effect.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Amendment.

With the intent to be legally bound, authorized officials of each party have signed this Amendment on the dates noted below. Each person signing this Amendment represents and warrants that such person is fully authorized to sign and enter into this agreement on behalf of the company named above his or her signature.

County of Berks

By: (b)(6),(b)(7)(C)
Christian Y. Leinbach, Chairman
Board of Commissioners

Date: 10/19/17

ATTEST:

By: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

Berks County Intermediate Unit

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

Name (printed): CARL BLESSING

Title: CHIEF FINANCIAL OFFICER

Date: 9/12/17

ATTEST:

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

Name (printed): (b)(6),(b)(7)(C)

Title: Administrative Assistant

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)
P00013	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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)
Divine Edwards, Director

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

15C. DATE SIGNED 1-30-17

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6),(b)(7)(C)

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

16C. DATE SIGNED 1-30-17

NSN 7540-01-152-8070
Previous edition unusable

ARD FORM 30 (REV. 10-83)
ed by GSA
CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0003/P00013	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)
	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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00014	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6),(b)(7)(C)
WASHINGTON DC 20536

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

CODE 0432518830000 FACILITY CODE

(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

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

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: (b)(4)

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		3/8/17

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DROIGSA-10-0003/P00014	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)
	1 whole day of service: (b)(4) See Attachent A (Family Facilities - Berks Detailed Cost) for a break down of costs. 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.				

AMENDMENT #4
To
Agreement #ICA-184683-16

IT IS HEREBY AGREED by and between the **County of Berks**, with offices at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania 19601 (hereinafter "County") **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor"). that:

This Amendment serves to extend the Agreement for an additional one (1) year term effective August 1, 2019 through July 31, 2020.

In addition, this Amendment shall modify Sections 3, Scope of Work, and 7, Invoicing, as follows. Language that is underlined denotes that which has been added. Language that is stricken denotes that which is hereby removed.

3.1.5. Vendor shall provide ~~four (4)~~ two (2) highly qualified bi-lingual (Spanish) teachers with English as a Second Language (ESL) certification or who enrolled in an ESL Certification program and two (2) classroom specialists.

7.2. Vendor may submit invoices no more than once per month for Services properly performed under this Agreement by the 10th of each month. The Vendor shall bill the County 1/10th of the ~~$759,764.00~~ $506,580.00 each month from September 2019 through June 2020. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, and the date(s) of performance for each service. The County shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

This Amendment #4 shall be incorporated as an integral part of the above noted Agreement and shall supersede any conflicting language contained in the Agreement. This Amendment shall be effective August 1, 2019. All other provisions of the Agreement remain unchanged and in full force and effect.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Amendment.

With the intent to be legally bound, authorized officials of each party have signed this Amendment on the dates noted below. Each person signing this Amendment represents and warrants that such person is fully authorized to sign and enter into this agreement on behalf of the company named above his or her signature.

[signatures on following page]

CONTROLLER OF BERKS
AUG 29 2019 AM11:54

County of Berks

By: (b)(6),(b)(7)(C)
Christian Y. Leinbach, Chairman
Board of Commissioners

Date: 8/29/2019

ATTEST:

By: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

Berks County Intermediate Unit

By: [signature]

Name (printed): Dr. Jill Hackman

Title: Executive Director

Date: 8/15/19

ATTEST:

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

Name (printed) (b)(6),(b)(7)(C)

Title: Executive Assistant

Office of Acquisition Management
U.S. Department of Homeland Security
801 I Street, NW – Suite 910
Washington, DC 20536

U.S. Immigration and Customs Enforcement

November ~~23~~30, 2011

Mr. Robert Patrizio, CPA
Chief Financial Officer
County of Berks
Services Center, 13th Fl
633 Court Street
Reading, PA 19601

Subj: Berks Family Residential Program

Dear Mr. Patrizio

We have reviewed the Berks County's proposed prices and terms and conditions for relocating the Family Residential Program from the Old Heim building to the CRC building.

The following constitute Immigration and Customs Enforcement's counter offer:

1. The current Juvenile/Family Residential Program will continue without any interruptions or changes. Furthermore, the current IGSA Agreement's terms and conditions will remain in effect except for the pricing changes described in this letter.

2. The program shall continue to comply and meet all Family Residential Standards (FRS) without any exceptions and any revisions of such.

3. ICE will occupy the following areas of the proposed CRC Building:
   a. Third Floor
   b. Second Floor
   c. Basement (consisting of shared space and programming storage)

   *** 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.

Office of Acquisition Management
U.S. Department of Homeland Security
801 I Street, NW – Suite 910
Washington, DC 20536

U.S. Immigration and Customs Enforcement

4. The following repairs are required prior to the ICE occupancy:
    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 pain the cafeteria;
    e. Replace all broken light bulbs;
    f. Re-install doors in bedroom and classroom bathrooms; and
    g. Re-install doors on all show stalls.

5. Additional Conditions shall be addressed by the Berks County:
    a. Existing Berks FRC furniture and equipment moved into new space.

Furthermore, ICE will require additional installation of IT lines and an IT closet and will determine and pay for these needs internally. ICE is still developing a full list of necessary fit out and associated specifications in addition to the items outlined in paragraph 4(a)-(g) above and will coordinate with the County staff accordingly to determine cost estimates and schedule moving forward. In addition to the five hundred and thirty thousand dollar ($530,000.00) monthly amount outlined in paragraph 6 below, all said additional fit out costs other than those outlined in paragraph 4 above shall be borne solely by ICE either directly or through reimbursement to the County in twelve (12) equal monthly installments. All improvements made by ICE must be approved by the County, which approval shall not be unreasonably withheld.

As you are aware, we recently solicited offers for a Family Residential Program in the Texas region. Many (if not most) of the residents at Berks are apprehended along the southwest border and it makes fiscal sense to look into the possibility of having a Family Residential Facility in that area. We will have received and completed our reviews of the proposals by the end of January. Our preference is to postpone the move from the HIEM Building to the CRC Building until we have completed our analysis of the competitive proposals.

If we do not find a suitable service provider, we will incorporate the conditions and prices in this offer into our current Agreement. Given we must vacate the HIEM Building by 31 March, you will have two months to complete the tasks in Item 4 and move the program to the CRC Building.

If we do find suitable service provider, depending on the facility availability schedule, we will either; a) terminate our current agreement and move the program to the southwest area – assuming the service provide can begin immediately or b) agree to the terms and conditions above for a specified period of time while the new service provider prepares for full contract

performance. If this is the case, ICE is willing to pay for the fit out items in paragraph 4 separately, up front.

Office of Acquisition Management
U.S. Department of Homeland Security
801 I Street, NW – Suite 910
Washington, DC 20536

U.S. Immigration and Customs Enforcement

6. Pricing Schedule
   a. Please see the table below. The costs in the table reflect the terms and conditions described above. It includes a monthly cost of $530,000.00 and a variable bed day rate of $10.95.

ICE's Previous Offer 2012	
Residential Housing	
Fixed	$4,590,576.37
Variable	$311,885.00
Total	$4,902,461.37
Monthly Fixed	$382,548.03
Monthly Variable	$25,990.42
Rental Cost (ICE Space)	
Rent and Utilities	$936,000.00
Maintenance	$21,543.16
Total	$957,543.16
Monthly	$79,795.26
Fit out	$40,000.00
Monthly Fit out	$3,333.33
Total Residential & Building Costs	
Residential	$4,902,461.37
Rent/ Util/ Maint	$957,543.16
Fit out Costs	$40,000.00
Total	$5,900,004.53
Monthly	**$491,667.04**

ICE's Current Offer 2012	
Residential Housing	
Fixed	$4,590,576.37
Variable	$311,885.00
Total	$4,902,461.37
Monthly Fixed	$382,548.03
Monthly Variable	$25,990.42
Rental Cost (ICE Space)	
Rent and Utilities	$1,435,995.47
Maintenance	$21,543.16
Total	$1,457,538.63
Monthly	$121,461.55
Total Residential & Building Costs	
Residential	$4,902,461.37
Rent/ Util/ Maint	$1,457,538.63
Total	$6,360,000.00
Monthly	**$530,000.00**

Variable Rate	$311,885.00
Days	365
Daily Avg Pop	78
Variable Rate/ Day	$10.95

Variable Rate	$311,885.00
Days	365
Daily Avg Pop	78
Variable Rate/ Day	$10.95

If you have any questions or concerns, please do not hesitant to contact (b)(6),(b)(7)(C) at (202) (b)(6),(b)(7)(C) @dhs.gov.

Thank you again for your interest in this mission critical program on behalf of the United States Department of Homeland Security, Immigration and Customs Enforcement (ICE).

We look forward to working with the Berks County in the future!

Sincerely,

(b)(6),(b)(7)(C)
Contracting Officer
Department of Homeland Security
Immigration and Customs Enforcement
(ICE)

DROIGSA-09-0027	USDHS/USICE and BERKS COUNTY, PA					
ATTACHMENT 4 - STAFFING PLAN						
County Position Titles	**1st shift**	**2nd shift**	**3rd shift**	**Relief Fctr**	**Days Cvrd**	**Total**
Administrative Staff						
Executive Director	1	0	0	1	5	1
Deputy Director	1	0	0	1	5	1
Program Manager	1	0	0	1	5	1
Medical Manager	1	0	0	1	5	1
Direct Care Staff						
Shift Supervisor	2	2	1	1.4	7	7
Recreation Supervisor	1	0	0	1	5	1
Caseworker	3	0	0	1	5	3
Shelter Care Counselor	11	11	4	1.4	7	37
Program Support Staff						
Chaplain	1	0	0	1	5	1
Teacher	2	0	0	1	5	2
Teacher Aide	3	0	0	1	5	3
Office Support Staff						
Office Manager	1	0	0	1	5	1
Fiscal Manager	1	0	0	1	5	1
HR Analyst	1	0	0	1	5	1
Payroll/Budget Analyst	1	0	0	1	5	1
Account Clerk II	1	0	0	1	5	1
Office Support IV	1	0	0	1	5	1
Operations Support Staff						
Operations Manager	1	0	0	1	5	1
Training Manager	1	0	0	1	5	1
Training Coordinator	1	0	0	1	5	1
Maintenance Worker	2	0	0	1	5	2
Food Service Staff						
Food Service Worker	2	2	0	1.4	7	6
Nutrition Coordinator	1	0	0	1	5	1

Berks County Youth Center
Standard Operating Procedures and Policies

Chapter:	**Quality Assurance Plan - Draft**	**Policy #:**	38.010
Subject:		**Effective Date:**	10/15/09
Program:	Immigration Family Program	**Revised Date:**	10/15/09

Approved: Signature on File
Kenneth C. Borkey, Jr., ***Executive Director***

Policy

It is the policy of the Berks County Youth Center to implement and maintain a Quality Assurance Plan (QAP) with a Performance Monitoring Tool to ensure and demonstrate this facility's compliance with the U.S. Immigration and Custom Enforcement Immigration Family Standards.

Procedure

1. The Berks County Immigration Family Shelter shall use The U.S. Immigration and Customs Enforcement Detention and Removal Operations Performance Monitoring Tool to document the frequency that each standard is reviewed; the rating used to access the overall performance; the corrective action required and/or comments and the due date the corrective action required is to be completed by.

2. The U.S. Immigration and Customs Enforcement Detention and Removal Operations Performance Monitoring Tool uses the following ratings to access overall performance during the review:

Rating	Description
Acceptable (A)	Based on the measures, the performance standard is demonstrated.
Deficient (D)	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.

3. The following is a sample of the many existing monitoring tools that shall be used during reviews to verify and document this facility's compliance with the U.S. Immigration and Custom Enforcement Immigration Family Standards :

   - Written policies and procedures and logs developed to monitor each policy and procedure
   - Employee Policy Sign-Off Sheets for new policies and/or procedures
   - LOCKDOWN Software used for resident funds accountability
   - Medical logs retained by the Medical Department
   - Written Emergency Plans and Quarterly Table Top Drills
   - Kitchen Monitoring Forms
   - Maintenance Forms
   - Training files retained by the Training Department

- Resident File Review
- Facility Logbook and all facility reports.
- Internal Security Checks between shifts
- Facility Logbook and Report Forms
- Monthly Safety Committee Meetings
- Resident Handbook
- Life Health Safety Checks

4. The Deputy Director shall assign the Daily and Weekly compliance reviews as indicated by the U.S. Immigration and Customs Enforcement Detention and Removal Operations Performance Monitoring Tool to ensure that the overall operational requirements of the standards are being met.

5. A Compliance Review Report shall be completed during the review and returned to the Deputy Director within the established required time frame.

6. When it is determined that a corrective action is required to bring the facility into compliance, the Deputy Director or their designee shall determine the deadline for the required corrective action.

7. The Deputy Director shall conduct the Monthly and Quarterly compliance reviews as indicated by the U.S. Immigration and Customs Enforcement Detention and Removal Operations Performance Monitoring Tool to ensure that the total operational requirements of the standards are being met.

8. The Deputy Director shall maintain the facility's master copy of the U.S. Immigration and Customs Enforcement Detention and Removal Operations Performance Monitoring Tool.

ICE/DRO RESIDENTIAL STANDARD

GRIEVANCE SYSTEM

I. PURPOSE AND SCOPE. Residents are provided a procedure by which they may file formal grievances and receive timely responses.

II. EXPECTED OUTCOMES. The expected outcomes of this Standard are as follows:

1. Residents will be informed about the facility's informal and formal grievance system.
2. Staff and residents will mutually resolve most complaints and grievances orally and informally in their daily interaction.
3. Residents will be able to file formal grievances, and receive written responses, in a timely manner.
4. Residents will be able to file emergency grievances that involve an immediate threat to their safety or welfare.
5. Residents will be able to appeal decisions on grievances to a higher level (Resident Grievance Committee or designated single Grievance Staff) and, if still not satisfied, to the facility administrator.
6. Accurate records will be maintained on grievances filed and their resolution.
7. No resident will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.
8. Where required, residents have regular access to translation services and/or are provided information in a language that they understand.
9. The standard complies with federal laws and with DHS regulations regarding residents with special needs.

III. DIRECTIVES AFFECTED. None

IV. REFERENCES

The First Edition National Residential Standards were written using a variety of methodologies including previous and current practices, review and comment from various subject matter experts, review and comment from various government and non-government organizations, and a review of current state codes in Pennsylvania and Texas. Each standard is written in a manner that affords each resident admission and continuous housing to a family residential facility in a dignified and respectful manner. There are no specific codes, certifications, or accreditations that deal specifically with unique management requirements of families awaiting the outcome of their immigration proceeding in a non-secure custodial environment.

American Correctional Association Standards for Adult Local Residential Facilities, 4th Edition: 4-ALDF-2A-27, 6A-07, 6B-01.

2020-ICLI-00042* 3094

1433737

V. EXPECTED PRACTICES

1. Written Procedures Required

Each facility shall have written policy and procedures for a resident grievance system that:

- Establishes a procedure available to all residents to file a formal grievance
- Establishes reasonable time limits for:
    - Processing, investigating, and responding to grievances
    - Convening a grievance committee to review formal complaints
    - Providing written responses to residents who filed formal grievances, including the basis for the decision
- Establishes a special procedure for time-sensitive emergency grievances; and defines an "emergency grievance"
- Ensures each grievance receives supervisory review
- Provides at least one level of appeal
- Includes guarantees against reprisal.
- Ensures information, advice, and directions are provided to detainees in a language they can understand, or that interpretation/translation services are utilized.

2. Informing Residents About Grievance Procedures

The facility shall provide each resident, upon admittance, a copy of the resident handbook or equivalent form of communication, which provides notice of the following in English, Spanish, and other languages most widely spoken among the residents. Interpretation or translation services will be provided to residents who are not proficient in English. This shall contain a grievance section that provides notice of:

- The expectation that many complaints and grievances can and should be handled orally and informally by staff in their daily interaction with residents.
- The opportunity to file a grievance, both informal and formal.
- The procedures for filing a grievance and an appeal, including the availability of assistance in preparing a grievance.
- The procedures for resolving a grievance or appeal, including the right to have the grievance referred to higher levels if the resident is not satisfied that the grievance has been adequately resolved.
- The procedures for contacting the ICE/DRO to appeal a grievance decision of the facility administrator.
- The policy prohibiting staff from harassing, disciplining, punishing, or otherwise retaliating against any resident for filing a grievance
- The opportunity to file a complaint about staff misconduct directly to the Department

of Homeland Security, Office of the Inspector General by calling (800) 323-8603, or by writing to:

Department of Homeland Security
245 Murray Drive, S.E., Building 410
Washington, DC 20538
Attn: Office of Inspector General

Email to: DHSOIGHOTLINE@DHS.GOV

3. Grievance Procedure

a. Informal/Oral Grievance

Staff at every facility shall make every effort to resolve a resident's complaint or grievance at the lowest level possible, in an orderly and timely manner.

Staff who receive a resident's oral complaint or grievance shall:

1) Attempt to resolve the issue informally if the issue is within his or her scope of responsibility, or
2) Notify the appropriate supervisor of the grievance as soon as practical.

The supervisor may try to resolve the matter or advise the resident to initiate a written grievance.

Informal oral resolution offers the resident the opportunity to resolve his or her cause for complaint before resorting to the more time-consuming written formal procedure.

The facility administrator, or designee, shall establish procedures for residents to orally present the issue of concern informally (as addressed in the Staff-Resident Communication Residential Standard.) Translating assistance shall be provided upon request.

If an oral grievance is resolved, the staff member need not provide the resident written confirmation of the outcome, but shall document the result for the record in the resident's residential file and in any logs or data systems the facility has to track such actions.

A resident is free to bypass or terminate the informal grievance process, and proceed to the formal grievance stage.

b. Formal/Written Grievance

The facility administrator, or designee, shall allow a resident to submit a formal, written grievance to the facility's grievance committee, or a single designated grievance staff. A supply of grievance forms shall be available in each dayroom/common area, along with a locked box where residents may deposit grievances. The facility's designated grievance officer shall collect the grievances on a daily basis. Residents shall be given the opportunity to obtain preparation assistance from another resident or from facility staff.

Illiterate, disabled, or non-English speaking residents shall be provided additional assistance, upon request.

The resident may file a formal grievance after the event or unsuccessful conclusion of an informal grievance:

1) The facility administrator or designee shall ensure that procedures accommodate the need for special assistance to residents who are disabled, illiterate, or limited in English in preparing and pursuing a grievance.

2) Staff shall advise the resident that the grievance form may cover a single complaint, or a cluster of **closely related** issues that fall under a single subject. Each form should clearly state the resident's issues of concern, otherwise the form shall be returned to the resident for clarification. Staff shall provide the number of forms and envelopes the resident requests.

3) To prepare a grievance, a resident may obtain assistance from another resident in the same housing unit, the housing staff, other facility staff, family members, or legal representatives.

   A resident may not submit a grievance on another resident's behalf, except a parent on behalf of his or her child.

4) If the resident claims that the issue is sensitive, or if the resident's safety or well-being would be jeopardized if others in the facility learn of the grievance, the resident has the right to seal the grievance in an envelope, clearly marked "Sensitive," and submit it directly to the facility administrator, or designee. The resident must include the reason for circumventing the usual grievance process.

5) Each grievance form shall be delivered without delay by authorized personnel (not residents), and will not be read or reviewed until received by the person designated to receive grievances.

6) The shift supervisor or other staff member designated to receive grievances shall accept the grievance form, signed and dated by the resident, and shall officially meet with the resident to attempt to resolve the issue.

7) If the grievance cannot be resolved to the satisfaction of the resident, the supervisor shall annotate the resident grievance form, and refer the written grievance to the next level of supervision in his or her chain of command, or to the appropriate department head.

8) The next level of supervisor in the chain of command shall act on the grievance within five working days through informal or formal resolution. The responsible department head shall provide the resident a written decision that includes the basis for the decision. If the resident is illiterate or disabled the decision shall be read to him or her in a language that he or she understands, or translation/interpretation shall be provided as needed. If the resident is not English-speaking, the written response should be interpreted in the native language, If the grievance is resolved at the informal level, the staff who resolved the issue shall document the circumstances and resolution in the resident's residential File.

9) If the resident does not accept the resolution, he or she may appeal to a Resident Grievance Committee (RGC), or a single designated Grievance Officer (GO) who shall respond within five days.

No one named in the complaint, or involved with earlier resolution attempts or with helping prepare the written grievance, may participate in the appeal process.

The DGC or GO may call witnesses, inspect evidence or otherwise gather facts essential to an impartial decision. The resident shall be provided with an opportunity to appear before the committee or officer to present his or her case, answer questions, and respond to conflicting evidence or testimony.

Within five working days of reaching a decision, the DGC or GO shall provide the resident, in writing, the decision and basis of that decision.

4. Emergency Grievances

Each facility shall implement procedures for identifying and processing an emergency grievance that involves an immediate threat to a resident's safety or welfare. Once the receiving staff member who is approached by a resident determines that he or she is, in fact, raising an issue requiring urgent attention, emergency grievance procedures shall apply.

The emergency grievance procedure shall bring the matter to the immediate attention of the facility administrator and ICE/DRO, even if it is later determined that it is not a true emergency (and the grievance is subsequently routed through normal, non-emergency channels). The resident may elect to present his or her emergency grievance to any supervisor or manager of the facility or ICE/DRO. All emergency grievances shall receive immediate attention, and at a minimum shall be reviewed by a facility administrator or assistant facility administrator. Responsibility for these reviews shall not be delegated.

If the matter is resolved by staff at the shift level, the supervisor involved shall prepare a report for the facility administrator or assistant facility administrator describing the problem and resolution. Emergency grievances not resolved at the shift level shall be sent up the chain of command until the matter is resolved.

If the shift supervisor or contract equivalent determines the matter is not an emergency, standard grievance procedures shall apply.

5. Appeal

If the resident does not accept the DGC or GO's decision, he or she may appeal it to the facility administrator or ICE/DRO. All facilities shall implement procedures for addressing resident appeals.

After reviewing the finding of the DGC or GO, the facility administrator or ICE/DRO may uphold, modify, or reverse it.

a. The facility administrator, or designee, shall provide the resident a written decision within five days of receiving the appeal.

b. The decision shall be in writing, and shall contain a discussion of the decision and the facts upon which it is based.

c. If the resident is illiterate or disabled, the decision shall be read to him or her. If the resident is not English-speaking, the written response should be interpreted to the native language

d. The facility administrator, or designee, shall use the normal routing system of the facility to send the written decision to the resident.

This decision is final and cannot be further appealed within the grievance system.

A copy of each grievance final decision shall be forwarded to JFRMU.

6. Resident Retaliation Prohibited

Staff shall not harass, discipline, punish, or otherwise retaliate against a resident who files a complaint or grievance.

7. Established Pattern of Abuse of the Grievance System

If an individual establishes a pattern of filing nuisance complaints or otherwise abusing the grievance system, the facility administrator may identify that person, in writing, as one for whom not all subsequent complaints have to be fully processed. Records must be maintained, however, of grievances thus "rejected." This authority may not be delegated, even to an acting facility administrator. JFRMU must receive a copy of every nuisance complaint.

8. Record-Keeping and File Maintenance

Each facility shall devise a method for documenting resident grievances, at a minimum, with a Resident Grievance Log.

Staff shall assign each grievance a log number, enter it in the space provided on the Resident Grievance Form, and record it in the Resident Grievance Log in chronological order.

a. The log entry number and the resident grievance number must match.

b. The log shall include the receipt date, and the date and outcome of the resolution.

c. Nuisance or petty grievances, and grievances rejected or denied must on procedural grounds (for example, filed after the deadline), must also be logged with the appropriate notation and justification (for example, "Petty").

A copy of the grievance disposition shall remain in the resident's residential file and provided to the resident.

9. Allegations of Staff Misconduct

Staff must forward a copy of all resident grievances containing allegations of staff misconduct to a supervisor or higher-level official in the chain of command, and a copy to ICE/JFRMU.

Resident facility staff must comply with all DHS and ICE requirements to report allegations of staff misconduct to a supervisor or higher-level official in his or her chain of command, and/or to ICE/DRO Office of Professional Responsibility, and/or to the DHS Inspector General. This reporting requirement applies without exception to all resident allegations of staff misconduct, whether formally or informally submitted.

Standard Approved:

John P. Torres
Director
Office of Detention and Removal

Date

ATTACHMENT 7 – RESIDENTIAL STANDARDS LISTING

http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf

http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf

http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf

http://www.ice.gov/doclib/pi/familyresidential/hungerstrikes.pdf

http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf

http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf

http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf

http://www.ice.gov/doclib/pi/familyresidential/searches_of_residents.pdf

http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf

http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf

http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf

http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf

http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behaviormanagement.pdf

http://www.ice.gov/doclib/pi/familyresidential/contraband.pdf

http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf

http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf

http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf

http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf

http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf

http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf

http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf

http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf

http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf

http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf

http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf

http://www.ice.gov/doclib/pi/familyresidential/educationstandard.pdf

http://www.ice.gov/doclib/pi/familyresidential/staff_hiring.pdf

http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf

http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf

ICE/DRO RESIDENTIAL STANDARD

SEXUAL ABUSE AND ASSAULT PREVENTION AND INTERVENTION

I. PURPOSE AND SCOPE. This Residential Standard requires that facilities that house ICE/DRO residents/residents in residential facilities affirmatively act to prevent sexual abuse and assaults on residents, provide prompt and effective intervention and treatment for victims of sexual abuse and assault, and control, discipline, and prosecute the perpetrators of sexual abuse and assault.

It applies to the all residential facilities housing DRO residents:

II. EXPECTED OUTCOMES. The expected outcomes of this Residential Standard are:

1. Sexual abuse and assault of residents will be prevented.
2. Residents will be informed about the facility's sexual abuse or assault prevention and intervention program.
3. Residents will be screened to identify those likely to be sexual aggressors or sexual victims and will be housed to prevent sexual abuse or assault.
4. All allegations of sexual abuse or assault will be promptly and effectively reported and investigated.
5. If sexual abuse or assault of any resident occurs, the medical, psychological, safety, and social needs of the victim will be promptly and effectively met.
6. Where possible and feasible, a victim of sexual assault will be referred under appropriate security provisions to a specialized community facility for treatment and gathering of evidence.
7. Assailants will be controlled, disciplined, and/or prosecuted.
8. Sexual conduct between staff and residents, volunteers, or contract personnel and residents, regardless of consensual status, will be prohibited and subject to administrative, disciplinary, and criminal sanctions.
9. All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment and/or counseling will be retained in accordance with an established schedule.
10. Each facility will separately track incidents of sexual abuse and assault.
11. Where required, residents have regular access to translation services and/or are provided information in a language that they understand.
12. The standard complies with federal laws and with DHS regulations regarding residents with special needs.

III. DIRECTIVES AFFECTED

This is a new Detention Standard.

IV. REFERENCES

The First Edition National Residential Standards were written using a variety of methodologies including previous and current practices, review and comment from

various subject matter experts, review and comment from various government and non-government organizations, and a review of current state codes in Pennsylvania and Texas. Each standard is written in a manner that affords each resident admission and continuous housing to a family residential facility in a dignified and respectful manner. There are no specific codes, certifications, or accreditations that deal specifically with unique management requirements of families awaiting the outcome of their immigration proceeding in a non-secure custodial environment.

4-ALDF-4D-22, 4D-22-1, 4D-22-2, 4D-22-3, 4D-22-4. 4D-22-5, 4D-22-6, 4D-22-7, 4D-22-8, 2A-29.

Prison Rape Elimination Act of 2003 (PREA)

V. EXPECTED PRACTICES

A. Background

The Prison Rape Elimination Act of 2003 (PREA) sets a "zero tolerance" standard regarding rape and sexual assault in "any confinement facility of a Federal, state, or local government, whether administered by such government or by a private organization."

Research indicates that a small percentage of individuals express aggression and seek to dominate others through violent sexual behavior. Forceful and pressured sexual interactions are among the most serious threats to resident safety and institutional order. Victims may suffer physical and psychological harm, and could be infected with a life-threatening disease.

Not only does ICE/DRO expect all facilities to affirmatively act to prevent sexual abuse and assaults on ICE/DRO residents, but it also takes very seriously all allegations of sexual misconduct and assault against any ICE/DRO resident in any facility. Every allegation is reviewed and, where warranted, referred for criminal prosecution, with a "zero-tolerance" standard.

B. Written Policy and Procedures Required

Each facility administrator shall have written policy and procedures for a Sexual Abuse and Assault Prevention and Intervention Program that includes, at a minimum:

1. Prevention,
2. Prompt and effective intervention to address the safety and treatment needs of resident victims if an assault occurs, and
3. Investigation, discipline, and prosecution of assailants.

A continuum of crisis intervention, counseling, investigation, and prosecution of sexual abuse or assault victims has become a specialty in itself, and each facility administrator should always consider the expertise and services available in the local community.

Appendix B offers sample protocols as guidelines for staff in the development of written policies and procedures. Some procedures may not be applicable or feasible for implementation at a particular facility; however to the extent possible, they should be incorporated as part of a successful program.

The facility administrator of each facility shall ensure that, within 90 days of the effective date of this Detention Standard, written policy and procedures are in place and that the facility is in full compliance with its requirements and guidelines.

Each facility policy and procedures shall reflect the unique characteristics of each facility, based on such factors as:

- The risk and likelihood of sexual abuse or assault, given the facility's mission, resident population, and security level;
- Staffing resources and the availability of specialized community-based services, such as rape crisis/trauma units in local medical centers, clinics, and hospitals.

The facility administrator shall submit the local policy and procedures document to the Chief, Juvenile and Family Residential Management Unit (JFRMU) for review and approval. JFRMU shall ensure that each residential facility:

- Specifies procedures for offering immediate protection to any resident who alleges that he or she has been sexually assaulted;
- Specifies local response procedures (including referral procedures to appropriate law enforcement agencies) to be followed when a sexual assault occurs;
- Establishes procedures to involve outside agencies in sexual abuse or assault prevention and intervention programs, if such resources are available;
- Designates specific staff (psychologist, deputy facility administrator, appropriate medical staff, etc.) to be responsible for staff training activities;
- Specifies how the safety needs of a victim will be protected over time;
- Specifies the senior manager responsible for insuring that staff are appropriately trained and respond in a coordinated fashion when a resident reports an incident of sexual abuse or assault;
- Designated a specific staff member to be responsible for resident education regarding issues pertaining to sexual assault; and
- Specifies how medical staff will be trained or certified in procedures for examining and treating victims of sexual assault in institutions where medical staff will be assigned these activities.

C. Program Coordinator

The facility administrator shall designate a Sexual Abuse and Assault Prevention and Intervention Program Coordinator to:

- Assist in the development of the program and the written policies and procedures and with keeping them up to date.
- Assist with the development of initial and ongoing training protocols.
- Serve as a liaison with other agencies.
- Coordinate the gathering of statistics and/or reports on incidents of sexual abuse or assault, as detailed below in the section on **Tracking Incidents of**

Sexual Abuse and Assault.

D. Definitions. For the purposes of this Residential Standard, the following definitions apply:

1. Resident-on-resident sexual abuse or assault

One or more residents engaging in a sexual act with another resident or the use of threats, intimidation, inappropriate touching, or other actions and or communications by one or more residents aimed at coercing and or pressuring another resident to engage in a sexual act. Sexual acts or contacts between residents, even when no objections are raised, are prohibited acts.

2. Staff-on-resident sexual abuse or assault

Engaging in, or attempting to engage in a sexual act with any resident or the intentional touching of an resident's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desire of any person. Sexual acts or contacts between a resident and a staff member, even when no objections are raised, are always illegal.

E. Sexual Conduct Between Residents and Staff, Volunteers, or Contract Personnel Prohibited

Sexual conduct between staff and residents, volunteers, or contract personnel, **regardless of consensual status**, is prohibited and subject to administrative and criminal disciplinary sanctions.

F. Staff Training

Training on the facility's Sexual Abuse and Assault Prevention and Intervention Program shall be included in initial training for new employees, volunteers, and contract personnel and be included in annual refresher training thereafter.

Training shall include:

- Understanding that sexual abuse or assault is never an acceptable consequence of detention;
- Recognizing housing or other situations where sexual abuse or assault may occur;
- Recognizing the physical, behavioral, and emotional signs of sexual abuse or assault and ways to prevent such occurrences;
- Knowing how to report knowledge or suspicion of sexual abuse or assault and make intervention referrals in the facility's program.
- **Appendix A** lists resources available from the National Institute of Corrections that may be useful in developing a training program and/or for direct use in training, including a copy of the PREA, two videos, a facilitator's guide, reference material, and a PowerPoint presentation.

G. Resident Notification and Orientation

The facility administrator shall ensure that the orientation program required by the Residential Standard on **Admission and Release** and the resident handbook

required by the Residential Standard on **Resident Handbook** notifies and informs residents about the facility's Sexual Abuse and Assault Prevention and Intervention Program and includes (at a minimum): Prevention/intervention;

- Self-protection;
- Reporting sexual abuse or assault; and
- Treatment and counseling.

Each facility's Sexual Abuse and Assault Prevention and Intervention Program shall provide residents who are victims of sexual abuse or assault an option to report the incident or situation to a designated staff member other than an immediate point-of-contact line officer (for example, the program coordinator or a mental health specialist).

ICE has provided a Sexual Assault Awareness notice (4/17/2006) to be posted on all housing unit bulletin boards (Attachment 1), as well as a Sexual Assault Awareness Information brochure (4/17/2006).

H. Prevention

All staff and residents are responsible for being alert to signs of potential situations in which sexual assaults might occur and making reports and intervention referrals.

In accordance with the Residential Standards on **Admission and Release** and **Classification System**:

- Residents shall be screened upon arrival at the facility for potential vulnerabilities or tendencies of acting out with sexually aggressive behavior.
- Each new arrival shall be kept separated from the general population until he or she is classified and may be housed accordingly.
- Residents with a history of sexually assaultive behavior shall not be eligible for placement in a family residential center and shall be refused admission and immediately transferred to a secure facility. Residents identified as "high risk" of sexually assaultive behavior shall not be eligible for placement in a family residential center and shall be refused admission and immediately transferred to a secure facility.
- Residents at risk for sexual victimization shall be identified, monitored, and counseled. Residents identified as "high risk" for sexual victimization shall be assessed by a mental health or other qualified professional.

I. Prompt and Effective Intervention

Staff sensitivity toward residents who are victims of sexual abuse or assault is critical.

Staff shall take seriously all statements from residents that they have been victims of sexual assaults and respond supportively and non-judgmentally. Any resident who alleges that he or she has been sexually assaulted shall be offered immediate protection from the assailant and referred for a medical examination and/or a clinical assessment of the potential for suicide or other symptoms.

J. Notifications and Referrals

Designated staff shall provide services to victims and shall conduct investigations of sexual abuse or assault incidents. Information concerning the identity of a resident victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have a need to know in order to make decisions concerning the resident-victim's welfare and for law enforcement/investigative purposes.

The timely reporting of all incidents and allegations is of paramount importance.

1. Alleged Resident Perpetrator

When a resident(s) is alleged to be the perpetrator, it is the facility administrator's responsibility to ensure that the incident is promptly referred to the appropriate law enforcement agency having jurisdiction and reported to ICE through the SEN (Significant Event Notice) system.

2. Alleged Staff Perpetrator

When an employee, contractor, or volunteer is alleged to be the perpetrator of resident sexual abuse or assault, the following shall immediately be notified:

- The facility administrator,
- The highest ranking on-site ICE/DRO representative (who may be the OIC),
- The Chief, JFRMU
- The respective Field Office Director.

The Chief, JFRMU shall notify:

- The Office of the Principle Legal Advisor
- The area Field Office Director
- The Assistant Director[s] for Management and Operations
- The Deputy Assistant Director, Detention Management Division,
- The ICE Office of Professional Responsibility (OPR). OPR will refer the matter to the DHS Office of the Inspector General (OIG).
- The Joint Intake Center

The facility administrator or Chief, JFRMU shall also refer the matter to the FBI (or other appropriate law enforcement agency).

K. Investigation and Prosecution

If a resident alleges sexual assault, a sensitive and coordinated response is necessary.

Appropriate staff shall preserve the crime scene and collect information/evidence in coordination with the referral agency and consistent with evidence gathering/processing procedures.

Collection and preservation of physical evidence is paramount to any potential prosecution of an alleged assailant. For this reason, the victim of a sexual assault shall be transported to the nearest hospital for examination and collection of physical

evidence. The Division of Immigration Health Services is not trained to perform forensic collection and should not be used to examine and collect evidence. The results of the physical examination and all collected physical evidence are to be provided to the Chief, JFRMU. Appropriate infectious disease testing, as determined by the health services provider, may be necessary. Part of the investigative process may also include an examination of and collection of physical evidence from the suspected assailant(s).

L. Transfer of Residents to Hospitals or Other Institutions

When possible and feasible, victims of sexual assault should be referred under appropriate security provisions to a community facility for treatment and gathering of evidence.

If these procedures are performed in-house, the following guidelines apply:

- A history is taken by health care professionals who conduct an examination to document the extent of physical injury and to determine if referral to another medical facility is indicated. With the victim's consent, the examination includes collection of evidence from, the victim, using a kit approved by the appropriate authority.
- Provision is made for testing for sexually transmitted diseases (for example, HIV, gonorrhea, hepatitis, and other diseases and counseling, as appropriate.
- Prophylactic treatment and follow-up for sexually transmitted diseases are offered to all victims, as appropriate.
- Following the physical examination, there is availability of an evaluation by a mental health professional to assess the need for crisis intervention counseling and long-term follow-up.

A report is made to the facility or program administrator or designee to assure separation of the victim from his or her assailant.

M. Tracking Incidents of Sexual Abuse and Assaults

All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment and/or counseling are maintained in appropriate files in accordance with other Residential Standards and applicable policies and retained in accordance with established schedules.

Monitoring and evaluation are essential to assess both sexual assault levels and agency effectiveness in reducing sexually abusive behavior. Accordingly, the facility administrator must maintain two types of files.

- **General files** include:
  - The victim(s) and assailant(s) of a sexual assault,
  - Crime characteristics, and
  - Formal and or informal action taken.
- **Investigative files** include:

- All reports,
- Medical forms,
- Supporting memos and videotapes, and
- Any other evidentiary materials pertaining to the allegation.

The facility administrator shall maintain these files chronologically in a secure location. Each facility administrator shall maintain a listing of the names of sexual assault victims and assailants along with the dates and locations of all sexual assault incidents occurring within the institution on his or her computerized incident reporting system.

In Residential Centers, the facility administrator shall give resident assault assailant(s) and victim(s) involved in a ICE/DRO sexual assault incident a specific designator as required in the official reporting system (SIR, SEN, Other).

Access to this designation shall be limited to those staff that are involved on the treatment of the victim or the investigation of the incident. The authorized designation will allow administrative, treatment, and facility administrator staff to track the resident across the system who have been involved in sexual assault either as a victim or as an assailant. Based on the designated reporting data, the ICE/DRO program office shall report annually the number of sexual assaults occurring within secure detention facilities utilized by ICE/DRO. Data will be provided through the SEN system.

Standard Approved:

John P. Torres **Date**
Director
Office of Detention and Removal

Appendix A

Resources Available from the National Institute of Corrections

The National Institution of Corrections (NIC):

- Offers training and technical assistance and provides a national clearinghouse for information on the Prison Rape Elimination Act of 2003 (PREA), and
- Is required by the PRLE to produce an annual report to Congress.

"PREA Tool Kit 1," available from NIC, contains:

- A copy of the video, Facing Prison Rape, and the accompanying Facilitator's Guide.
- A copy of the full 3-hour videoconference "How PREA Affects You."
- A copy of the Prison Rape Elimination Act of 2003.
- A bibliography of reference material.
- A PowerPoint presentation containing am overview and introduction to the PREA.

Appendix B

Sample Sexual Abuse Prevention and Intervention Protocols

These protocols serve as guidelines for staff in the development of written policies and procedures for a Sexual Abuse and Assault Prevention and Intervention Program. Some procedures may not be applicable or feasible for implementation at a particular facility; however to the extent possible, they should be incorporated as part of a successful program.

I. VICTIM IDENTIFICATION (all staff)

A. Primarily, staff learn that a sexual abuse or assault has occurred during confinement because:

- Staff discover an assault in progress.
- A victim reports an assault to a staff member.
- Another resident reports abuse or an assault, or a resident is the subject of resident rumors.
- Medical evidence indicates the probability of a abuse or an assault.

While some victims will be clearly identified, many, even most, may not come forward directly with information. Some victims may be identified through unexplained injuries, changes in physical behavior due to injuries, or abrupt personality changes such as withdrawal or suicidal behavior.

B. The following guidelines may help staff in responding appropriately to a suspected victim:

- If it is suspected that the resident was sexually assaulted, the resident should be advised of the importance of getting help to deal with the assault, that he or she may be evaluated medically for sexually transmitted diseases and other injuries, and that trained personnel are available to assist.
- Staff should review the background of a suspected victim, and the circumstances surrounding the incident, without jeopardizing the resident's safety, identity, and privacy.
- If staff discover an assault in progress, the suspected victim should be removed from the immediate area for care and for interviewing by appropriate staff.
- If a suspected victim is fearful of being labeled an informer, he or she should be advised that the identity of the assailant(s) is not needed to receive assistance.
- The staff member who first identifies that an assault may have occurred should refer the matter to the security shift supervisor or investigative supervisor.

II. PROCEDURES FOR STAFF INTERVENTION AND INVESTIGATION

The following procedures may apply for reported or known victims of sexual assault. If the resident was threatened with sexual assault or was assaulted on an earlier occasion, some steps may not be necessary.

A. Early Intervention Techniques (all staff)

- It is important that all contact with a sexual assault victim be sensitive, supportive, and non-judgmental.
- It is not necessary to make a judgment about whether or not a sexual assault occurred.
- Remove resident victim(s) from the immediate area;
- Alert medical staff immediately and escort the victim for a medical evaluation as soon as possible. If necessary, medical staff should refer the victim to a local emergency facility.
- Appropriate staff should coordinate other services to do follow-up (housing, suicide assessment, etc.).
- To facilitate evidence collection, it is important that the victim ***not*** shower, wash, drink, eat, defecate or change any clothing until examined.
- A brief statement about the assault should be obtained from the resident. The victim may be in shock, and unable to give much detail. It is important to be understanding and responsive. Opportunities to secure more details will occur later.
- Following medical evaluation/treatment, the victim may need to be reassigned to protective custody or to another secure area of the facility. Ensure no alleged assailant is located in the area.

B. Collect Evidence from Victim - (security and investigative staff)

- Be sure to use HIV infection ("universal") precautions and procedures. Contact medical staff to determine how to preserve medical indications of sexual assault. In the crime scene area, look for the presence of semen that can be used as evidence. For example, blankets and sheets should be collected.
- Use standard evidence collection procedures (photographs, etc.).

C. Collect Evidence from Assailant - (security and health services staff)

- Identify the assailant if possible and isolate the assailant, whenever possible, pending further investigation.
- Use standard investigative and evidence-gathering procedures.
- Report the incident to the appropriate law enforcement agency.
- If institution medical staff attempt to examine the alleged assailant, findings should be documented both photographically and in writing. A written summary of all medical evidence and findings should be completed and maintained in the resident's medical record. Copies should also be provided to supervisory security staff and appropriate law enforcement officials.

III. MEDICAL ASSESSMENT OF VICTIM - (health services staff)

- If trained medical staff are available in the institution, render treatment locally whenever feasible.
- If the alleged victim is examined in the institution to determine the extent of injuries, all findings should be documented both photographically and in writing in the resident's medical record, with a copy to supervisory security staff and appropriate law enforcement official.
- If deemed necessary by the examining physician, follow established procedures for use of outside medical consultants or for an escorted trip to an outside medical facility.
- Notify staff at the community medical facility and alert them to the resident's condition.
- When necessary, conduct STD and HIV testing.
- Refer the resident for crisis counseling as appropriate.

IV. MEDICAL TRANSFERS FOR EXAMINATION AND TREATMENT - (security and health services staff)

- If determined appropriate by the institution physician and if approved by the facility administrator or designee, the resident may be examined by medical personnel from the community. A contractual arrangement may be developed with a rape crisis center or other available community medical service to enhance institution medical services. The contract should provide for clinical examination, for assessing physical injuries and for the collection of any physical evidence of sexual assault. It should also allow for contract medical personnel to come into the institution and for the escorting of residents to the contract facility (crisis care center, medical clinic, hospital, etc.).
- Escorting staff should treat the victim in a supportive and non-judgmental way.
- Information about the assault is confidential, and should be given only to those directly involved in the investigation and/or treatment of the victim.

V. MENTAL HEALTH SERVICES - (mental health staff)

- Mental health staff should be notified immediately after the initial report of an allegation of sexual abuse or assault of a resident.
- Any alleged victim should be seen within 24 hours following such notification, by a mental health clinician to provide crisis intervention and to assess any immediate and subsequent treatment needs.
- The findings of the initial crisis/evaluation session should be summarized in writing within one week of the initial session and placed in the appropriate treatment record, with a copy provided to the hospital administrator or clinical director and other staff responsible for oversight of sexual abuse or assault prevention and intervention procedures.

- Additional psychological or psychiatric treatment, as well as continued assessment of mental health status and treatment needs, should be provided as needed, with the victim's full consent and collaboration. Decisions regarding the need for continued treatment and/or assessment should be made by qualified clinicians according to established professional standards, and should be made with an awareness that a victim of sexual abuse or assault commonly experiences both immediate and delayed psychiatric and/or emotional symptoms.
- If a victim chooses to continue to pursue treatment, the clinician will either provide appropriate treatment or facilitate referral to an appropriate treatment option including individual therapy, group therapy, further psychological assessment, assignment to a mental health case load and/or facility, referral to a psychiatrist, and/or other treatment options. Pending referral, mental health services should continue unabated. If a victim chooses to decline further treatment services, he or she should be asked to sign a statement to that effect.
- All treatment and evaluation sessions should be properly documented and placed in the appropriate treatment record to ensure continuity of care.
- Should a victim be released from custody during the course of treatment, the victim should be advised of community mental health resources in his/her area.

VI. MONITORING AND FOLLOW-UP

- Classification and security staff should place the resident in appropriate housing and assess the risk of keeping the victim at the same facility where the incident occurred.
- Housing, medical and mental health staff should monitor the physical and mental health of the victim and coordinate the continuation of necessary services.
- Medical staff should dispense medication; provide routine examinations and STD and HIV follow-up.
- Mental health staff should conduct post-crisis counseling and arrange for psychiatric care if necessary.

U.S. Immigration and Customs Enforcement

SEXUAL ASSAULT AWARENESS: This document is required to be posted in each Housing Unit Bulletin Board at all Residential Centers that house ICE residents.

While detained by the Department of Homeland Security, Immigration and Customs Enforcement, Office of Detention and Removal, you have a right to be safe and free from sexual harassment and sexual assault. Report all attempted assaults and assaults to your housing unit officer, a supervisor, the Officer In Charge, or directly to the Office of the Inspector General at 1 (800) 323-8603

Definitions:

Resident-on-Resident Sexual Abuse/Assault: One or more residents engaging in, or attempting to engage in a *sexual act* with another resident or the *use of threats, intimidation, inappropriate touching* or other actions and/or communications by one or more residents aimed at *coercing* and/or *pressuring* another resident to engage in a sexual act.

Staff-on-Resident Sexual Abuse/Assault: Staff member engaging in, or attempting to engage in a sexual act with any resident or the intentional touching of a resident's genitalia, anus, groin, breast, inter thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. *Sexual abuse/assault of residents by staff or other residents is an inappropriate use of power and is prohibited by ICE policy and the law.*

Staff Sexual Misconduct is: Sexual behavior between a staff member and resident which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of residents.

Prohibited Acts:

A resident who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Resident Disciplinary Policy.

- Sexual Assault;
- Making a Sexual Proposal;
- Using Abusive or Obscene Language;
- Engaging in a Sex Act;
- Indecent Exposure

Detention as a Safe Environment:

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality:

Information concerning the identity of a resident victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the resident-victim's welfare and for law enforcement/investigative purposes.

Avoiding Sexual Assault:

Here are some things you can do to protect yourself against sexual assault:

- Carry yourself in a confident manner. Many offenders choose victims who look like they won't fight back or who they think are emotionally weak.
- Do not accept gifts or favors from others. Most gifts or favors come with strings attached to them.
- Do not accept an offer from another resident to be your protector.
- Find a staff member with whom you feel comfortable discussing your fears and concerns. Report concerns!
- Do not use drugs or alcohol; these can weaken your ability to stay alert and make good judgments.
- Avoid talking about sex. Other residents may believe you have in interest in a sexual relationship.
- Be clear, direct and firm. Don't be afraid to say NO or STOP IT NOW.
- Stay in well-lit areas of the Facility.
- Choose your associates wisely. Look for people who are involved in positive activities like educational programs, work opportunities, counseling groups, or religious services. Get involved in these activities yourself.

- Trust your instincts. Be aware of situations that make you feel uncomfortable. If it doesn't feel right or safe, leave the situation. **If you fear for your safety, report your concerns to staff.**

REPORT all Assaults:
If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, deportation officers, chaplains, medical staff or supervisors. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the Officer in Charge, Assistant Field Office Director, or Field Office Director. To ensure confidentiality, use special mail procedures.
- File an Emergency Resident Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Director. You can get the forms from your housing unit officer, deportation staff or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct.
    - The address is: Office of Inspector General, P.O. Box 27606, Washington, D.C. 20530
- Call at no expense to you the Office of Inspector General (OIG). The phone number is posted in your housing unit.

Individuals who sexually abuse or assault residents can only be disciplined or prosecuted if the abuse is reported.

Next Steps After Reporting a Sexual Assault
You will be offered immediate protection from the assailant and you will be referred for medical examination and clinical assessment. You do not have to name the resident(s) or staff member who assaulted you to receive assistance, but specific information may make it easier for staff to help you. You will continue to receive protection from the assailant, whether or not you have identified your attacker or agree to testify against them. It is important that you *don't shower, wash, drink, change clothing or use the bathroom until evidence can be collected.*

The Medical Exam
Medical staff will examine you for injuries, which may or may not be readily apparent to you and will gather physical evidence of assault. Bring the clothes and underwear that you had on at the time of the assault to the medical exam with you. You will be checked for the presence of physical evidence, which supports your allegation. With your consent, a medical professional will perform a pelvic and/or rectal examination to obtain samples of or document the existence of physical evidence such as hair, body fluids, tears or abrasions, which remain after the assault. This physical evidence is critical in corroborating the sexual assault occurred and in identifying the assailant; trained personnel will conduct the exam privately and professionally.

Understanding the Investigative Process:
Once the misconduct is reported, the appropriate law enforcement agency will conduct an investigation. The purpose of the investigation is to determine the nature and extent of the misconduct. You may be asked to give a statement during the investigation. If criminal charges are filed, you may be asked to testify during the criminal proceedings. Any resident who alleges that he or she has been sexually assaulted shall be offered immediate protection and will be referred for a medical examination.

The Emotional Consequences of Sexual Assaults:
It is common for victims of sexual assault to have feelings of embarrassment, anger, guilt, panic, depression, and fear even several months or years after the attack. Other common reactions include loss of appetite, nausea or stomachaches, headaches, loss of memory and/or trouble concentrating and changes in sleep patterns. Emotional support is available from the facility's mental health and medical staff, and from the chaplains. Also, many residents who are at high risk to sexually assault others have often been sexually abused themselves. Mental health services are available to them also so that they can control their actions and heal from their own abuse.
Sexual assaults can happen to anyone: any gender, age, race, ethnic group, socioeconomic status, sexual orientation, or disability. Sexual assault is not about sex; it is about POWER and CONTROL. All reports are taken seriously. Your safety and the safety of others is the most important concern. For everyone's safety, incidents, threats, or assaults must be reported.

Report all attempted assaults and assaults to your housing unit officer, a supervisor, the Officer In Charge, or directly to the Office of the Inspector General

THIS SECTION LEFT BLANK
FOR INSERTION OF SEXUAL ASSAULT AWARENESS INFORMATION
BROCHURE
DATED 4/17/2006
AS ATTACHMENT 2

ICE/DRO RESIDENTIAL STANDARD

TRANSPORTATION (BY LAND)

PURPOSE AND SCOPE. Vehicles are properly equipped, maintained, and operated and residents are transported in a secure, safe and humane manner, under the supervision of trained and experienced staff, preventing harm to the public.

I. EXPECTED OUTCOMES. The expected outcomes of this Standard are as follows:

1. The general public, residents, and staff will be protected from harm when residents are transported.
2. Vehicles used for transporting residents will be properly equipped, maintained, and operated.
3. Residents will be transported in a safe and humane manner, under the supervision of trained and experienced staff.
4. Where required, residents have regular access to translation services and/or are provided information in a language that they understand.
5. The standard complies with federal laws and with DHS regulations regarding residents with special needs.

II. DIRECTIVES AFFECTED. None

III. REFERENCES

The First Edition National Residential Standards were written using a variety of methodologies including previous and current practices, review and comment from various subject matter experts, review and comment from various government and non-government organizations, and a review of current state codes in Pennsylvania and Texas. Each standard is written in a manner that affords each resident admission and continuous housing to a family residential facility in a dignified and respectful manner. There are no specific codes, certifications, or accreditations that deal specifically with unique management requirements of families awaiting the outcome of their immigration proceeding in a non-secure custodial environment.

American Correctional Association 4th Edition Standards for Adult Local Detention Facilities: 4-ALDF-1B-01, 1B-03, 1B-04, 1B-05, 1B-06.

ICD/DRO Residential Standard on **Transfer of Residents**.

Memorandum dated 7/14/2006 on "Escape Reporting" from the ICE/DRO Director, which specifies requirements for the reporting, tracking, and investigating of the escape of an ICE/DRO resident.

ICE Residential Standard for "**Use of Physical Force"**

IV. EXPECTED PRACTICES

A. Written Policy and Procedures Required

The facility administrator shall develop and implement written policy, procedures, and guidelines for the transportation of residents, addressing at a minimum the following subjects:

1. General policy and procedures governing safety, security, operations, communications, equipment;
2. Vehicle inspections and repair;
3. Vehicle occupancy;
4. Arrangement of seating of residents in transportation vehicles;
5. State and Federal requirements that relate to the transport of children in vehicles, including car seats, etc.
6. Procedures in the event of:
   - Vehicle failure,
   - Traffic accident,
   - Severe weather or natural disaster,
   - An emergency situation, as specified later in this document,
   - Transport of females or children,
   - Transport of residents whose physical or mental conditions preclude prolonged travel.

B. Vehicle Maintenance

All vehicles used for transporting ICE/DRO residents shall be comply with annual safety inspections in accordance with applicable statutes. Vehicles may not be used for transportation if any safety repairs are needed.

C. Transportation Planning and Scheduling

The Facility Administrator (FA) has overall responsibility for all aspects of vehicle operations.

The FA is responsible for establishing schedules for and monitoring vehicular maintenance, making logistical arrangements to transport residents, supervising and instructing personnel, and protecting resident security. Before departure, the facility shall revise plans as necessary, based on weather and road conditions and any other last-minute security considerations.

The Residential Standard on **Transfer of Residents** specifies requirements for communication between a sending facility and a receiving facility.

D. Transporting Staff Responsibilities

1. Training Required

All facility staff assigned to bus transportation duties must have a valid current Commercial Driver's License (CDL) issued by the state. Bus-driver trainees may operate the vehicle during any segment of a run when residents are not on board, but only under the direct and constant supervision of a **certified bus instructor** licensed by the state in which they are driving.

2. Forms and Files

For each vehicle operator and others assigned to a bus, supervisors shall maintain at the official duty station a file containing:

- Certificate of Completion from the ICE/DRO Bus Training Program,
- Copy of the most current physical examination, used to obtain the commercial driver's license (CDL); and
- Copy of the CDL.

Every motor vehicle operator shall complete forms SF-47, G-392, and G-294 for his or her official personnel folder (OPF) and is responsible for renewing those documents and providing copies for the OPF.

3. Operating the Vehicle

The driver shall operate the vehicle in accordance with the CDL manual or the highest prevailing standard and must maintain complete control of the vehicle at all times, obeying all posted traffic signs (including speed limits) and exercising extreme caution, reduced speed, and common sense when negotiating a steep grade or driving in inclement weather or hazardous road conditions.

Driving under the influence of drugs or alcohol is prohibited. In addition to any other random testing as part of a drug-free workplace program, all staff assigned to transportation are subject to U.S. Department of Transportation (DOT) drug- and alcohol-testing

The transporting staff shall comply with all State and Federal motor vehicle regulations (including DOT, Interstate Commerce Commission, and Environmental Protection Agency), in addition to the following:

1. Wearing a seat belt when the vehicle is moving;
2. Holding a valid CDL from the state where employed;
3. Inspecting the vehicle, using a checklist and noting any defect that could render the vehicle unsafe or inoperable;
4. Transporting residents in a safe and humane manner;
5. Verifying individual identities and checking documentation when transferring or receiving residents;
6. Driving defensively, taking care to protect the vehicle and occupants; obeying traffic laws; and immediately reporting damage or accidents;

7. Re-inspecting the vehicle after each trip and completing a vehicle inspection report, including an odometer reading;
8. 8. Returning the vehicle keys to the control staff or supervisor, according to facility procedures;
9. Recording authorized expenses (such as fuel, emergency services, oil) on form G-205, "Government-owned Vehicle Record," specifying the exact amount and the date; keeping all receipts and turning them in along with the G-205 at the end of each month;
10. Safeguarding credit cards assigned to the vehicle.

4. Driving Hours and Number of Operators

Each staff employee must recognize the limitations imposed by his or her own driving skills, personal distractions, environmental conditions, and modify his or her driving accordingly. All crew members must strictly adhere to the following rules/restrictions – if a crew member is disqualified from participating in a residential transport by any or all of these rules, he or she has the responsibility to inform a transportation supervisor. The transportation supervisor must also ensure that each crew member is not disqualified from participating in the transport of residents.

1. Possession of current valid CDL by the bus operator(s);
2. Crew member must be off-duty for the 8 hours immediately preceding any trip or trip segment;
3. Crews members are restricted for transport duties to 10 hours, maximum, driving time (time on the road) per trip segment; 8 off-duty hours between segments;
4. Crew members are limited to 50 hours, maximum, driving time per work week; 70 hours, maximum, in any 8-day period;

An emergency or unforeseen and/or adverse driving conditions require , crew members to extent authorized travel time reach a safe and secure stopping area.

When vehicles without residents travel in tandem, a single staff shall be assigned to each. Unaccompanied staffs may also drive empty vehicles for certain purposes, for example, maintenance trips

5. Vehicle Security

Staff shall secure the vehicle before leaving it unattended, including removing the keys from the ignition immediately upon parking the vehicle.

Staff shall avoid parking in a location where the vehicle would attract undue attention or be vulnerable to vandalism or sabotage. If a parking area with adequate security cannot be located, staff shall contact the local law enforcement agency for advice or permission to use one of its parking places.

E. Staff Uniform and Equipment

All staff transporting ICE/DRO residents shall wear their prescribed uniforms unless other attire is authorized by the facility administrator.

Every transporting staff shall be issued, and advised to wear, a protective vest while participating in the transportation program.

Equipment recommended for each trip includes, among other things, the following:

(b)(7)(E)

F. Pre-Departure Vehicle and Security Check

Prior to trip departure, all staff assigned to transport residents must be present to ensure a complete and thorough inspection and search and shall:

1. Inspect the vehicle for mechanical and electrical problems.
2. Test the emergency exits and the key for every lock located in or on the vehicle. A complete set of these keys shall travel with the vehicle at all times, in a secure place known to every transporting staff.
3. Search for hidden weapons and other contraband , including the driver's compartment and glove compartment, the resident seating area, and the cargo compartment.
4. Take any necessary special precautionary measures for a resident identified as a special-handling case (security, medical, or psychological problems, etc.) while the search is in progress.
5. Search the staging area prior to loading residents to ensure the area is clear of any weapons or contraband.
6. Thoroughly search each resident as he or she is about to board the vehicle.

G. Required Documents

1. "Official Detail"

No resident may be removed from any facility, unless authorized in writing by ICE. Written authorization must include the name of the resident(s), the place or places to be escorted, the purpose of the trip and other information necessary to efficiently carry out the detail.

Before beginning the detail, the escorting and transportation staff shall read their instructions and clearly understand the purpose for which the resident is being taken from the facility. The staff shall also discuss emergency and alternate plans with the supervisor.

All completed transportation authorizations shall be filed in order (monthly), with the previous months readily available for review. Travel authorization shall be retained for a minimum of three years.

H. Departure Scheduling and Security

The vehicle crew shall schedule driving times to ensure arrival of residents at the designated meeting area on schedule.

Before transferring residents from one facility to another, a designated staff shall provide the receiving office with the following information:

1. The estimated time of departure and arrival (ETD/ETA);
2. The number of residents in each of the following categories: new arrivals (remaining at the facility); drop-offs; juveniles/family units; and overnighters;
3. The total number of residents;
4. Any special-handling cases, detailing medications, restraints, etc.;
5. Actual or estimated delays in departure, and revised ETA(s), if applicable.

I. Transfer of Funds, Valuables, and Personal Property

Facility staff shall inspect and inventory the personal property of residents transferring from one facility to another in accordance with the Residential Standards on **Admission and Release** and **Funds and Personal Property**,.

In addition, at the originating facility:

1. Staff shall ask each resident whether he or she has in his or her possession all funds, valuables, and other personal property listed on the I-216.
   - If a resident answers "yes," he or she may board the vehicle.
   - If a resident claims missing funds, valuables or personal property, the resident shall remain at the facility until completion of the required paperwork (SF-95 and I-387 or comparable forms). Photocopies of the completed forms are sufficient documentation for the transfer to proceed.
2. Staff shall include on each I-216, in the "checked baggage" section, the I-77 numbers, to be verified by receiving facility staff.
3. The lead driver shall check the manifest against the number of packages by resident name and A- number before signing the I-216 or placing the baggage on the bus.

In addition to the requirements of the Residential Standard on **Funds and Personal Property**:

1. Staff shall completing a separate I-77 for each piece of baggage and record the resident's name on the top, middle, and bottom portions;
   - Attach the string on the top of the I-77 to the corresponding piece of baggage, and secure the resident's signature on the back of the I-77.
   - Attach the middle section to the copy of the I-385 that will accompany the resident to the final destination.

- The bottom portion is the resident's receipt.

2. Transporting staff shall record their initials, office designator, and ID number in the lower left corner of the bottom portion of the I-77.
3. Staff involved in the transfer shall identify residents with baggage by the I-77 attached to the I-385.

J. Loading a Vehicle

1. Security and Occupancy

Staff shall be posted whenever residents enter or exit a vehicle.

The number of residents transported may not exceed the occupancy level established by the manufacturer's rated maximum capacity.

The escorting staff/assistant driver shall instruct the residents about rules of conduct during the trip.

All residents, particularly children and residents with special needs shall be safely transported in accordance with state vehicular laws, i.e, car seats, etc.

The main driver is responsible for managing the residents' move from the staging area into the vehicle. The number of available staff shall determine whether they move at one time or in groups.

2. Items Residents May Keep in Their Possession

Ordinarily, residents in transport may keep the following in their possession: jewelry, cash, eyeglasses, prescription medicines, and receipts for property and money (G-589, I-77); however, if the transporting staff determine that any of these items would compromise staff or resident safety, it shall be removed from the resident's possession and placed in an appropriate storage area.

In some instances, the vehicle crew shall safeguard and dispense prescription medicines, noting the resident's name, A-number, and date and time(s) dispensed, and by whom. These notes shall be attached to the resident's medical record or A-file. In any instance where a vehicle crew may be required to dispense medication; documentation showing those staff are properly trained must be on file.

3. Count, Identification, and Seating

To confirm the identities of the residents they are transporting, the vehicle crew shall:

1. Summon the resident, by surname, to the vehicle. If a family group is being transported, all member of the family shall be identified, and parents or legal guardians shall answer for their child(ren) if child(ren) are under the age of 14.
2. Ask resident to state his or her complete name.
3. Compare name and face with the Booking Card (I-385) and attached photo and the Record of Persons and Property Transferred (I-216). If necessary, refer to the I- 385 for additional biographical information.

4. Seat each resident in accordance with written procedures from the facility administrator, with particular attention to residents with physical or mental health conditions, children, or who may need to be afforded closer observation for their own safety.
5. Conduct a visual count once all passengers are seated on board, and every time the vehicle makes a scheduled or unscheduled stop, before resuming the trip.
6. Ensure children are seated using proper restraints established by state law. Where required infant carriers, child safety seats, or booster seats will be used.

K. Responsibilities En Route

1. Point of Contact

The next receiving office on the vehicle route serves as the contact point and is responsible for monitoring the vehicle's schedule.

Upon making contact with an arriving vehicle, the receiving staff shall certify that they are taking custody of the specified residents by signing the accompanying Form I-216.

Each office shall develop and post written guidelines for locating an overdue vehicle. If the vehicle does not arrive within range of the ETA, the contact point shall set the tracing procedures in motion.

2. Safety and Security

For safety purposes, all personnel shall remain seated while the vehicle is in motion.

The vehicle crew shall keep doors locked when residents are on board, and the assistant driver is responsible for resident oversight during transport. Staff must maintain a clear view of the entire vehicle compartment and remain alert for behavior that could jeopardize safety and security.

Residents shall not have access to any personal baggage or packages while in transit (except as specified in **Items Residents May Keep in Their Possession** earlier in this document).

A complete set of keys for every lock located in or on the vehicle shall travel with the vehicle at all times, in a secure place known to every transporting staff, and the crew shall keep bolt cutters in the forward compartment with the outer equipment for use in an emergency.

An armed staff may not enter the secure area of the vehicle. If he or she must enter that area, the staff shall first leave the weapon(s) with another staff for safekeeping or, if the vehicle is equipped with weapons lockers, in a locker.

3. Stops

During stops, which the vehicle crew shall keep to a minimum, residents shall not leave the vehicle until the transporting staff have secured the area. When the residents disembark, the staff shall keep them under constant observation to prevent external contact(s) and/or contraband smuggling. At least one staff shall remain in the vehicle when one or more residents are present.

L. Meals

The vehicle crew shall provide meals and snacks during any transfer of families. Staff shall consider when the residents last ate before serving meals and snacks, paying particular attention to the needs of infants and children.

The requirements specified in the Residential Standard on **Food Service** apply equally to food served in transit and food served in Residential facilities. Meals must satisfy the nutritional requirements of the sending facility. Special dietary needs should be identified to the food service department before departure, so suitable meals can be arranged.

In the interest of safety, residents shall have no access to eating utensils (disposable or not) while in transit.

Transporting staff shall observe safe-handling procedures at all times. Their responsibilities begin with the meals awaiting pickup from the food service department, which the vehicle crew must inspect (wrapping, portions, quality, quantity, thermos transport containers, etc.) Before accepting the meals, the vehicle crew shall raise and resolve questions, concerns, or discrepancies with the food service representative.

In transit, the crew shall store and serve food at the required temperatures, maintain personal hygiene, and meet all sanitation requirements. The crew shall maintain a constant supply of drinking water (and ice) in the water container(s), along with paper cups. Some disposable garbage receptacles (plastic bags) shall reside in the driver's compartment, with the remainder stored in the equipment box located in the forward baggage compartment.

The food service administrator shall monitor the condition and routine cleansing/sterilizing of drinking-water containers, basins, latrines, etc. in vehicles to ensure compliance with the Residential Standard on **Food Service**.

In an emergency, the transporting staff may purchase meals from a commercial source, obtaining receipts for later reimbursement.

M. Vehicle Communication

(b)(7)(E)

N. Vehicle Sanitation

Vehicles must be kept clean and sanitary at all times. The facility administrator shall establish the procedures and schedule for sanitizing facility vehicles. Vehicle crew responsibilities include, but are not limited to, the following:

- Dumping septic tank contents at the locations specified.
- Maintaining an adequate supply of water and chemicals in the toilet at all times, which involves monitoring the inventory of chemical supplies stored in the forward baggage compartment.

O. Staff Conduct

Recognizing the effect of personal appearance, speech, conduct, and demeanor in communicating the appropriate sense of authority, every staff shall dress, speak, and act with the utmost professionalism.

Staff assigned to vehicle operations shall have contact with personnel from various Field and Sector offices, other government agencies, and with the general public. In all such, the staff shall conduct themselves in a manner that reflects positively on ICE/DRO.

The vehicle crew falls under the authority of the facility administrator and FOD with jurisdiction at each facility en route, whether an intermediate stop or final destination. This authority remains in effect until the vehicle's departure, and applies only to the current trip. If problems arise, the lead driver must contact the facility and nearest ICE office.Staff shall comply with all rules and procedures governing use of government vehicles. They shall not transport any personal items other than those needed to carry out their assigned duties during the trip. Alcoholic beverages and illegal drugs are strictly prohibited.

Using ICE/DRO guidelines and common sense, staff shall handle the crises that occasionally arise. While treating all persons with courtesy and respect, they shall not sacrifice or compromise security to do so.

There shall be no smoking in any vehicle used or expected to be used in the transportation of families.

P. Firearms Storage

Every facility administrator shall ensure that the on-site supply of gun lockers can accommodate the non-resident vehicle crews during stops at the facility.

Q. Vehicle Equipment

All transport vehicles shall have emergency equipment and supplies commensurate with their size and capacity.:

R. Use of Restraints

Generally, restraints shall not be used during the transport of family units. In any event where a determination is made by staff and concurred with by a supervisor, restraints may be applied as follows:

In accordance with the Residential Standard on **Use of Physical Force and Restraints**, staff shall use authorized techniques and common sense when applying restraints. To ensure safe and humane treatment, the staff shall check the fit of restraining devices immediately after application, at every relay point, and any time the resident complains. Properly fitting restraints do not restrict breathing or blood circulation.

The staff shall double-lock the restraining device(s), and secure each handcuff cover to the waist chain at a point inaccessible to the residents. Under no circumstances shall staff attach a restraining device to an immovable object, including, but not limited to, security bars, seats, steering wheel, or any other part of a vehicle. Staff carrying firearms shall exercise caution if close contact with a resident becomes necessary.

As a rule, transporting staff shall not handcuff women or children. If an exception arises, the staff shall document the incident, recording the facts and the reasoning behind the decision.

S. Emergency Situations

The facility administrator shall establish written procedures for transportation staff to follow in an en-route emergency. The written procedures shall cover the following scenarios.

If an emergency occurs within a reasonable distance of an ICE/DRO office, the staff shall make every effort to reach that office before taking extraordinary measures. However, if moving seems ill-advised or impossible, they shall contact the office, stating location and the nature of the problem so the office can provide/secure assistance as quickly as possible.

If the situation is life-threatening, the vehicle crew cannot afford to wait for help from an ICE/DRO office; but shall take immediate action.

1. Attack

If attacked, the vehicle crew should request assistance from the nearest law enforcement agency, continuing to drive until the vehicle is incapacitated. The transportation staff shall do everything possible to protect the safety of everyone in the vehicle.

2. Escape

If a resident escapes, the transportation staff shall not jeopardize the security and accountability of the remaining residents by chasing the escapee. Instead, they shall notify the nearest ICE/DRO office, providing the escapee's name, A-number, height, weight, type of clothing and direction of flight (if known). The office shall directly relay this information to local law enforcement agencies.

The vehicle crew shall wait for assistance, under no circumstances using the vehicle to pursue the escapee. While waiting, the staff shall prepare a written report of the escape and/or attempted escape, fully documented.

3. Hostages

If a hostage situation occurs on board the vehicle, one transporting staff shall secure the vehicle perimeter, while the other notifies the closest ICE/DRO office of the situation. The staff shall make every effort to determine who is/are involved and whether armed, relaying the information to the ICE/DRO office and the local law enforcement agencies. Under no circumstances shall a transporting staff bargain with or take orders from the hostage-taker(s), regardless of the status or rank of the hostage(s).

The vehicle crew shall hold all residents on board until help arrives, assuming the hostage-taker(s) allow non-participants to disembark. Regardless of demands, the staff shall not allow any hostage-taker(s) off the bus, with or without the hostages.

Transportation staff shall take no action to remedy a hostage situation, especially one that would involve the use of force. The staff shall follow instructions from the jurisdictional ICE/DRO office, which should include cooperating with other agencies.

A hostage situation shall effectively end a transportation assignment because of the need to interview witnesses, examine the crime scene, etc. The transportation staff shall receive instructions on how and where to proceed once the hostage situation is resolved.

The vehicle crew's incident report shall note participants, witnesses, action taken, etc.

4. Illness

If a resident becomes ill while in transit, but the illness is not serious, the transporting staff shall take appropriate action and alert the receiving office so it can prepare to handle the situation.

If the illness requires immediate medical treatment, (for example, heart attack), staff shall request assistance from the nearest emergency services and local law enforcement agencies. The staff shall initiate life-saving procedures as appropriate, proceeding if security permits. The closest ICE/DRO office shall prepare procurement paperwork and make arrangements for hospitalization, security, etc.

5. Death

If a resident dies while in transit, transporting staff shall notify the originating or receiving office as soon as possible, and follow the procedures specified in the Residential Standard on **Terminal Illness, Advance Directives, and Death**.

The closest ICE/DRO office shall coordinate with other agencies, including the coroner, required to be on the scene when the body is removed from the vehicle. This must take place in the State where death occurred. The Residential Standard on **Terminal Illness, Advance Directives, and Death** specifies the procedures with which the staff must comply.

6. Fire

In case of fire in or on the vehicle, the driver shall immediately stop the vehicle. The crew shall fight the fire with the on-board equipment. If necessary, the staff shall request assistance from the local fire department and law enforcement agency. If the fire forces the occupants' evacuation of the vehicle, the crew is responsible for maintaining accountability while removing the residents in orderly fashion.

7. Riots

If a riot, fight, or any disturbance occurs on the vehicle, the assistant driver shall order the residents to cease and the driver shall attempt to move the vehicle to the side of the road. If necessary, the crew shall request assistance from the local law enforcement agency. Efforts should be made to determine the instigators, number of residents involved, names and A-numbers.

When sufficient assistance is available, the transporting staff shall attempt to regain control, using only as much force as necessary. Staff may not enter the passenger area bearing arms.

8. Traffic Accident

The facility administrator shall establish written procedures for vehicle crews involved in traffic accidents.

9. Vehicle Failure

The facility administrator shall develop written procedures for transportation staff to follow when the vehicle develops mechanical problems en route.

10. Natural Disasters

The facility administrator shall develop written procedures for transportation staff to follow in severe weather or a natural disaster.

11. Transporting Females and Children

The facility administrator shall develop written procedures for vehicle crews transporting women and/or children.

Children may not be transported by bus if the trip would exceed six hours. Otherwise, transportation by auto or van is required, with frequent breaks. When transporting children, State laws regarding car seats shall be followed.

Adult females may be transported by bus for up to ten hours. Otherwise, transportation by auto or van is required, with frequent breaks.

Staff shall search a resident of the opposite sex only in extreme circumstances, in the absence of a same-sex staff.

When transporting residents of the opposite gender, it is good practice for staff to call in their time of departure and odometer reading and then do so again upon arrival, to account for their time.

12. Transporting Resident with Special Needs

Facility administrator shall develop written procedures for transporting residents with special needs.

Standard Approved:

_____ _____

John P. Torres **Date**
Director
Office of Detention and Removal

AGREEMENT #ICA-171668-15

THIS AGREEMENT ("Agreement") is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter "County") and **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor").

Background

The County desires to engage the Vendor for the delivery of alternative educational services to residents placed at the Berks County Residential Center.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Engagement

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to perform the Services set forth herein on behalf of the County consistent with the terms of this Agreement.

2. Term of Agreement

This Agreement shall be effective August 1, 2015 through July 31, 2016 unless terminated in accordance with the terms and conditions of this Agreement.

3. Scope of Work

Under this Agreement, the Vendor agrees to perform all services described in Attachment A, Scope of Work/Program Description. Attachment A is attached hereto and made a part of this Agreement.

4. Time is of the Essence

Time is of the essence in the performance of this Agreement. The schedule for the performance of Services is identified in Attachment A. If the completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Services.

5. Fees

In consideration for services properly performed under this Agreement, the County agrees to pay the Vendor $788,605.00 for the educational program.

6. Notices and Program Manager

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	County:	*Vendor:*
Attention	Berks County Residential Center Attn: Executive Director	Berks County Intermediate Unit Attn: Executive Director
Address	1040 Berks Road Leesport, PA 19533	River's Chase Business Center 1111 Commons Boulevard P.O. Box 16050 Reading, PA 19612-6050
Telephone	610-396-0310, (b)(6),(b)(7)(C)	610-987-2248
Fax	610-376-7136	610-987-8400
Email	(b)(6),(b)(7)(C) @countyofberks.com	(b)(6),(b)(7)(C) @Berksiu.org

Written notices shall be copied to: County of Berks, Attn: Contract Coordinator, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601. Fax: 610-898-7404.

7. **Invoicing / Payment**

Invoices must reference the above noted Agreement number. Original invoices shall be submitted to: County of Berks, Attn: Fiscal Manager, Berks County Residential Center, 1040 Berks Road, Leesport, PA 19533.

Vendor may submit invoices no more than once per month for Services properly performed under this Agreement by the 10th of each month. The Vendor shall bill the County 1/10th of the (b)(7)(E) each month from September 2015 through June 2016. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, and the date(s) of performance for each service. The County shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

8. **Overpayment**

Overpayment to the Vendor, of Agreement Funds, resulting from any reason, including but not limited to errors, contract limitations actual or audited cost adjustments, or non-compliance with applicable policies and procedures shall be repaid to the Berks County Residential Center by check prior to the one hundred and twenty-fifth (125th) day following the expiration of the Agreement.

9. **Insurance**

9.1 The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:

9.1.1 Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

9.1.2 Commercial Automobile Liability insurance with a combined single limit of not less than $1,000,000;

9.1.3 Professional Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

9.1.4 Umbrella/Excess Liability insurance with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate; and

9.1.5 Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than $100,000 each accident, $500,000 disease-policy limit, and $100,000 disease-each employee.

9.2 Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Berks, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Vendor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of 1X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

10. Availability of Appropriated Funds

The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

11. Taxes

The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County's registration number with the Internal Revenue Service is 23-6003049. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt the Vendor from the payment of any applicable sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with its performance of Service. Only the County is required by law to pay any excise tax and then seek a refund or credit, the Vendor may separately charge the County the amount of the tax as a reimbursable expense.

12. Ownership of Work Product

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Vendor in the performance of this Agreement.

13. Patents, Copyrights, Trademarks

Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of deliverables provided in the performance of Services.

14. Records, Audit and Inspection

Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

15. Warranty

Vendor warrants to the County that all Services shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform Services, after receiving notification from the County of defects or nonconformance.

16. Indemnity

Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

17. Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any reasonably foreseeable cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

18. Additional Services

In the event the Vendor determines that any alteration, modification or addition to the Services is necessary ("Additional Services"), the Vendor shall submit a proposal to the County setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Vendor shall obtain the prior written approval from the County before performing any Additional Services. The Vendor shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the County, the Vendor shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

19. Termination for Convenience

Both the County and the Vendor reserve the right, at any time to terminate this Agreement in whole or in any separable part by written notice to other party. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Services performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Vendor be entitled to recover lost or expected profit or termination expenses.

20. **Termination for Cause**

20.1 In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

20.2 In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Vendor shall at the option of the County become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.

20.3 Notwithstanding the above, Vendor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Vendor. The County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damage due the County from Vendor is determined.

20.4 In the event that a Vendor's agreement is terminated, whether for cause or through nonrenewal and a new Vendor is awarded the agreement, the existing Vendor must participate in a plan of transition as developed by County. Vendor shall be reasonably compensated during the transition period.

20.5 If this Agreement is only terminated by County in part, Vendor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Vendor shall take place only after County's evaluation of any and all surrounding circumstances.

20.6 After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:

20.6.1 Stop work under this Agreement to the extent specified in such termination notice.

20.6.2 Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.

20.6.3 Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.

20.6.4 Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.

20.6.5 Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.

20.7 The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.

20.8 If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County

written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.

20.9 If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Vendor's compensation shall be made.

21. Claims for Consequential and/or Incidental Damages

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

22. Release of Liens

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

23. Assignment

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

24. Publicity

Neither Vendor nor any tier subcontractor shall use the name of the County of Berks, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

25. Compliance with Laws

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

26. Health and Safety

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

26.1 comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;

26.2 promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;

26.3 promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;

26.4 properly maintain, inspect and supervise its designated work area to keep them in reasonably safe condition;

26.5 supply the applicable Safety Data Sheet (s) on all products supplied to the County or used on County property;

26.6 use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the Material Safety Data Sheets(s); and

26.7 keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

27. **Equal Employment Opportunity**

27.1 During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

27.2 Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

27.3 Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.

27.4 It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or

made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

27.5 Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.

27.6 Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed and remedies invoked.

27.7 Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

27.8 Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.

27.9 Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

28. Independent Contractor

The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.

29. Employees of Vendor

29.1 Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.

29.2 Vendor shall advise its employees and the employees of its subcontractors and agents that:

29.2.1 It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while performing Services or on County property on the work site, and prohibits in the

workplace the presence of an individual with such substances in the body for non-medical reasons.

29.2.2 Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

30. Governing Law and Jurisdiction

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

31. Subcontractors

31.1 If subcontractors are permitted by the Agreement, the Vendor shall only use such subcontractors identified herein. The substitution of one subcontractor for another may be made only with the prior written approval of the County. Such approval shall not be unreasonably withheld.

31.2 Notwithstanding the foregoing, the Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County. The Vendor agrees to reimburse the County for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement. For further details regarding debarment refer to Clause 39.

32. Severability

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

33. Reservation of Rights

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

34. **Regulations**

This Agreement is subject to the provisions set forth in the following regulations: 45 Code of Federal Regulations Part 74- Administration of Grants, except subpart N; 45 Code of Federal Regulations Part 81 – Practice and Procedure for Hearings under Part 80 of this Title; and 45 Code of Federal Regulations Part 90 – Nondiscrimination of the Basis of Age.

34.1 In carrying out this Agreement, the Vendor and any subcontractors shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended.)

34.2 Services shall be provided in compliance with 25 Pa. Code_151 et seq., relating to Environmental Health and Safety regulations for food protection, and 34 Pa. Code_50.1 et seq., relating to Fire and Panic regulations.

34.3 The Vendor agrees to comply with the provisions of the Davis-Bacon Act, Uniform Relocation Assistance and Real Property Acquisition Act, Clean Air Act, the Flood Disaster Protection Act and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Vendor agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act.

34.4 The Vendor agrees to fully comply with the Integrity Provisions set forth below and any changes or modification made thereto.

34.5 The Vendor agrees to comply with the provisions of the Drug-Free Workplace Act of 1998 in 41 U.S.C. Chapter 10, s. 701, et seq.

34.6 All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Board of Claims (under the Act of May 20, 1937, P.L. 728, as amended).

35. **Grievance Procedure**

Vendor will establish a system through which applicants for and recipients of service may present grievances about the operation of the program. Vendor will advise applicants and recipients of their rights to appeal, denial, or exclusion from the program or failure to recognize the recipient's choice of service and of their right to a fair hearing. The Berks County Residential Center, Family Immigration Program appeal process must be followed by the Vendor.

36. **Notice Required**

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Vendor shall be pre-approved by the Berks County Residential Center, Family Immigration Program and include the statement, "This program is funded, in part, under an Agreement with money allocated by the Immigration & Customs Enforcement (ICE) and the Berks County Commissioners, through the Berks County Residential Center, Family Immigration Program."

37. **Earnings of Funds**

37.1 Receipt of funds from County, by advance or reimbursement, does not constitute earnings of funds; funds are earned only when an allowable cost is incurred. Any unearned funds paid to Vendor shall be repaid by check to County no later than thirty (30) days after notification by County that said funds are due and owing.

37.2 Should the "County" or "ICE" or "Berks County Residential Center, Family Immigration Program" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30 day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

38. Integrity Provisions

38.1 It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.

38.2 In furtherance of this policy, Vendor agrees to the following:

38.2.1 Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County and Commonwealth.

38.2.2 Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and Commonwealth; County and Commonwealth employees, and which is distributed and made known to all Vendor employees.

38.2.3 Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or Commonwealth employee to breach the standards of ethical conduct for County or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.;* the *State Adverse Interest Act, 71 P.S. §776.1 et seq.;* and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

38.2.4 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or Commonwealth official or employee or to any other person at the direction or request of any County and/or Commonwealth official or employee.

38.2.5 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County and Commonwealth.

38.2.6 Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County or Commonwealth official or employee.

38.2.7 Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.

38.2.8 Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.

38.2.9 Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104,* or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:

38.2.9.1 Approved in writing by the County prior to its disclosure; or
38.2.9.2 Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
38.2.9.3 Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
38.2.9.4 Necessary for purposes of Vendor's internal assessment and review; or
38.2.9.5 Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
38.2.9.6 Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
38.2.9.7 Otherwise required by law.

38.2.10 Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

38.2.10.1 Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
38.2.10.2 Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
38.2.10.2.1 Obtaining;
38.2.10.2.2 Attempting to obtain; or
38.2.10.2.3 Performing a public grant or subgrant

Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

38.2.10.3 Violation of federal or state antitrust statutes.

38.2.10.4 Violation of any federal or state law regulating campaign contributions.

38.2.10.5 Violation of any federal or state environmental law.

38.2.10.6 Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

38.2.10.7 Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.

38.2.10.8 Violation of any federal and state law prohibiting discrimination in employment.

38.2.10.9 Debarment by any agency or department of the federal government or by any other state.

38.2.10.10 Any other crime involving moral turpitude or business honesty or integrity.

Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.

38.2.11 If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

38.2.11.1 Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

38.2.11.2 Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

38.2.12 Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.

38.2.13 When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.

38.2.14 Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies

and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.

38.2.15 Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.

38.2.16 For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

38.2.17 For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 38.

38.2.17.1 "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.

38.2.17.2 "Consent" means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

38.2.17.3 "Vendor" means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.

38.2.17.4 "Financial interest" means:

38.2.17.4.1 Ownership of more than a five percent interest in any business; or

38.2.17.4.2 Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

38.2.17.5 "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor's

Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

38.2.17.6 "Immediate family" means a spouse and any unemancipated child.

38.2.17.7 "Non-bid basis" means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

38.2.17.8 "Political contribution" means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

39. Debarment/Tax Liabilities

39.1 For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permitee, licensee, or any agency, political subdivision, instrumentality, pubic authority, or other entity of the County.

39.1.1 The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

39.1.1.1 The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.

39.1.1.2 The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

39.1.2 The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.

39.1.3 The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime;

travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.

39.1.4 Vendor is required to screen their employees and contractors, both individuals and entities. Vendor will immediately notify County of any discovered exclusion of an employee or contractor, either an individual or entity.

39.1.5 All employees, vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.

39.1.6 Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.

39.1.7 Vendor will use the following databases to determine exclusion status:

39.1.7.1 *Pennsylvania Medicheck List:* a data base maintained by the Department that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania's MA Program: http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/medicheckprecludedproviderslist/S_001152 Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

If an individual's resume indicates that he/she has worked in another state, providers should also check that state's individual list.

39.1.7.2 *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the Department makes best efforts to include on the Medicheck List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program: http://oig.hhs.gov/exclusions/index.asp. Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

39.1.7.3 *U. S. General Services Administration (SAM)*: World wide data base maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: https://www.sam.gov/. Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

39.1.7.4 The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing: http://www.dgsweb.state.pa.us/Debarment_list or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: 717-783-6472
FAX No.: 717-787-9138

39.1.7.5 It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

40. Examination of Records

40.1 Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this section. Vendor agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing rations and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the Berks County Residential Center, Family Immigration Program. If Vendor is not a public body, Vendor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1964.

40.2 Vendor facilities or such part thereof as may be utilized in the performance of this Agreement and Vendor's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the Berks County Residential Center, Family Immigration Program.

40.3 Vendor agrees that until the expiration of five years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the Berks County Residential Center, Family Immigration Program shall have access to and the right to examine any records of the Vendor involving transactions related to this Agreement. Vendor may, in fulfillment of Vendor's obligation to retain Vendor's records, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last date of reimbursement to the Vendor.

40.4 Vendor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at time prescribed by, and on forms furnished by the Berks County Residential Center, Family Immigration Program.

40.5 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement. In addition, records which relate to litigations or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this

Agreement as to which exception has been taken by the Auditors, shall be retained by the Vendor until such litigations, claims, or exceptions have been disposed of.

40.6 During the period of this Agreement, all information obtained by the Vendor shall be made available to the Berks County Residential Center, Family Immigration Program immediately upon demand.

41. Progress Reports

41.1 The Vendor and its subcontractors shall furnish to the County such progress and periodic reports in such form and quantity as the County may from time to time require, including but not limited to, student enrollment information, individual student progress reports (every 90 days), proposed budgets, and invoices. Additional information may be requested by the County with allowance of 30 days for the Vendor to produce such information if it is available.

41.2 In the event that the County determines that the Vendor or its subcontractors have not furnished such reports within thirty (30) days as required by the County, the County, by giving written notice to the Vendor, may suspend payments under this Agreement, until such time as the required reports are submitted.

42. Rights In Data: Copyrights and Disclosure

42.1 Definition: The term "data" as used herein, includes written reports, drawings, studies, computer programs, and work of any similar nature that is required to be delivered under this Agreement. It does not include Vendor's financial reports or other information incidental to Agreement's administration.

42.2 Rights in Data: Data submitted to and accepted by the Berks County Residential Center, Family Immigration Program under this Agreement shall be the property of the Berks County Residential Center, Family Immigration Program and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the Vendor.

42.3 Copyrights: Vendor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Vendor shall not include in the data any copyrighted matter without the written approval of the Berks County Residential Center, Family Immigration Program unless Vendor provides the Berks County Residential Center, Family Immigration Program with written permission of the copyright owner for the Berks County Residential Center, Family Immigration Program to use such copyrighted matter in a manner provided herein. Vendor shall exert all reasonable effort to advise the Berks County Residential Center, Family Immigration Program, at the time of delivery of data furnished under this Agreement, of all invasions of the right to privacy contained therein. The Vendor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor. This is upon the condition that the Commonwealth shall provide prompt notification in writing of such suit or proceedings, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action. The Vendor shall pay all damages and costs awarded therein against the

Commonwealth. If information and assistance are furnished by the Commonwealth at Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. If any of the materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use of publication thereof is enjoined, the Vendor shall, at his own expense and at his option, either procure the right to publish or continue use of such infringing materials, reports, studies, or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the Vendor under this paragraph continue without time limit.

43. **Americans with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Vendor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside providers.

44. **Nondiscrimination/Sexual Harassment Clause**

During the term of the Agreement, Vendor agrees as follows:

44.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, a subcontractor, or any person acting on behalf of the Vendor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

44.2 The Vendor, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.

44.3 The Vendor, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

44.4 The Vendor, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the agreement relates.

44.5 The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any Agreement, the Vendor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Vendors who have fewer than five employees or whose employees are all from the same family or who have completed the

STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the County.

44.6 The Vendor, any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.

44.7 The County may cancel or terminate the agreement and all money due or to become due under the agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor or subcontractor in the Contractor Responsibility File.

45. **Property and Supplies**

45.1 Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over $2,000.00 by means of a system of competitive bidding as required under the provisions of the 3rd Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.

45.2 In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.

45.3 Any vehicle purchased by the Vendor with ICE funds shall be adequately insured to cover occasional operation by Berks County Residential Center, Family Immigration Program staff; said insurance to be in an amount approved by Berks County Residential Center, Family Immigration Program and proof of said insurance shall be provided to Berks County Residential Center, Family Immigration Program yearly.

45.4 Title to all property furnished by the Berks County Residential Center, Family Immigration Program Agreements shall remain with the said Program. Title to all property acquired by the Vendor, including purchase by lease-purchase agreement, for the cost of which the Vendor is to be reimbursed under this Agreement, shall vest in the Vendor during the term of this Agreement unless otherwise noted in the Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased property that has remaining useful life shall be made in accordance with the following provisions:

45.4.1 If the Vendor wishes to retain any items of such purchased property, both parties will arrange for an independent third party appraisal (agreed upon by the Berks County Residential Center, Family Immigration Program) of these property items and will reimburse said Berks County Residential Center, Family Immigration Program for the value of the remaining life of the property on the basis of such appraisals;

45.4.2 The Vendor may sell the property and reimburse said Berks County Residential Center, Family Immigration Program for its appropriate share providing said Berks County Residential Center, Family Immigration Program is notified ten days in advance of the date of sale, and prior written approval is received from the Berks County Residential Center, Family Immigration Program and the Berks County Residential Center, Family Immigration Program.

45.5 The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by said Berks County Residential Center, Family Immigration Program, be used only for the performance of this Agreement. In the event the Vendor is compensated for any loss, destruction or damage to the property, the Vendor shall renovate, repair, or replace the property. Any proceeds shall be credited to the Agreement.

46. Agreement Subject to Laws and Regulations

This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and Local laws and regulations without further notice to the Vendor.

47. Right to Know Law

47.1 The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.

47.2 Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement. If the County needs the Vendor's assistance in any matter arising out of the Right to Know Law (RTKL). The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

47.3 Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor's possession, constituting or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Proposal shall:

47.3.1 Provide the Vendor, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Vendor's possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and

47.3.2 Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.

47.4 If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.

47.5 The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, the Vendor shall provide the Requested Information within five (5) business days of receipt of written notification of the County's determination.

47.6 If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County.

47.7 The County will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

47.8 The Vendor may file a legal challenge to any County's decision to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.

47.9 The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

48. Federal and State Audit Requirements

48.1 Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; Office of Management and Budget (OMB) Circular A-133, Audits of states, Local Government and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.

48.2 If the Vendor is a local government or non-profit organization and expends total federal awards of $500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of OMB Circular A-133.

48.3 If the Vendor is a for-profit organization and expends total federal awards of $500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133 and in accordance with the laws and regulations governing the programs in which it participates.

48.4 If the Vendor expends total federal awards of less than $500,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.

48.5 In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed and the report submitted to the County no later than 120 days after the close of the agreement period.

48.6 In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.

48.7 Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor's records during normal business hours. The County shall provide fourteen (14) days notice to Vendor in the event of such an audit.

48.8 The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.

48.9 Vendor shall maintain and make available such books, records and documents related to this Agreement for five (5) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

49. Assurance of Compliance

49.1 The Vendor provides this assurance in consideration of and for the purpose of obtaining Federal Grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

49.2 The Vendor hereby agrees that it will comply with:

49.2.1 Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

49.2.2 Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

49.2.3 Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that in accordance with IX and the Regulations, no person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any educational program or activity for which the Vendor received Federal financial assistance from the County.

49.2.4 The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

49.3 The Vendor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the Vendor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Vendor by the County, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Vendor for the period during which it retains ownership or possession of the property. The Vendor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

50. Vendor's Commitments

Any written commitment or representation of Vendor made within the scope of this Agreement shall be binding upon Vendor and is hereby incorporated into this Agreement.

51. Cooperation in Litigation

The Vendor shall cooperate fully with the County in any prosecution or defense of any litigations, claims, and threatened litigations. If County becomes involved in any matters involving litigation or threatened litigation against others not including Vendor, Vendor shall cooperate fully with County's efforts to dispose of such matters. Such cooperation shall include, but not be limited to, submission of information, attendance at meetings and appearance in court or before other judicial or quasijudicial bodies.

52. Membership Restrictions of Facilities

Funds awarded by this Agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry or gender.

53. Headings

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

54. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the company named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

County of Berks

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

Name (printed): Christian L. Leinbach

Title: Chairman, Board of Commissioners

Date: 9/24/2015

ATTEST:

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

Name (printed): (b)(6),(b)(7)(C)

Title: Chief Clerk

Berks County Intermediate Unit

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

Name (printed): Dr. Jill M. Hackman

Title: Executive Director

Date: 9/17/15

ATTEST:

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

Name (printed): Carl D. Blessing

Title: Chief Financial Officer

ATTACHMENT A
Scope of Work/Program Description

The Berks County Residential Center, Family Immigration Program, housed at 1040 Berks Road, Leesport Pa, is located in the Schuylkill Valley School District. Under this Agreement, the Contractor shall operate an alternative education program for the youths placed at the Family Immigration Program owned and operated by the County of Berks The male and female students have an age range of five to seventeen.

The youths participating in this program are in ICE custody.

During their placement in this program, the youths are expected to number between 60 and 80 at any given time. They need continued academic opportunity to develop their English language skills and to maintain their school standing and prepare for either for a new placement or return to their home country. It is believed that an alternative setting, at B.C.R.C., a County of Berks facility, can best meet the academic needs of the youths.

Class shall begin at 8:45 AM and conclude at 3:15 PM each day. The program shall operate for 180 days or more during the regular school year. Students shall receive a minimum of one hour of daily instruction in language arts (reading and writing), mathematics, social studies, science, and PE. A secondary focus will be on developing English language skills

Four highly qualified bi-lingual (Spanish) teachers with ESLor enrolled in an ESL Certification program. Assisted by four classroom specialists, that shall provide instruction in each classroom.

Teachers will conduct assessment and progress monitoring as stated by ICE guidelines. Education staff will provide direct instruction according to the attached daily schedule; including one hour of each core subject (reading, math, science, and social studies) as well as one hour of gym/recreation. Classroom specialists will assist students with individual instruction or supplemental support as needed throughout the scheduled school day. Education staff will conduct quarterly review meetings with parents as well as complete and distribute weekly progress sheets. Staff will conduct educational field trips throughout the school year as available. Educational Specialists will possess/obtain emergency teaching permits allowing them to serve as teacher in the absence of the regular classroom teacher to ensure continuity for the students and families.

In accordance with the academic calendar all four year old residents will receive a half day consisting of 2.5 hours of daily pre-kindergarten instruction.

ESL (English as a Second Language) will be provided for the adults that reside at the center. This will be a voluntary program that will be scheduled in collaboration with the Vendor and the County for up to a total of four hours per week.

The BCIU will be provided five dedicated rooms to use for the educational process. The BCIU will provide all equipment and supplies needed for instruction.

All BCIU staff that is assigned to the BCRC facility will need to have the following clearances prior to being assigned to the facility:

1. PA Child Abuse History Clearance
2. PA State Police Criminal Record Check

3. Federal Bureau of Investigation Criminal Background Check
4. PA Child Abuse and Report Abuse Recognition and Report Training
5. ICE Suitability Determination performed by ICE.

The BCIU will follow all policy and procedures of the BCRC. Training will be provided by BCRC Management staff.

The BCIU will follow all regulations under the Department of Human Services Chapter 3800. Child Residential and Day Treatment Facilities. Specifically, 3800.229 Education.

- 3800.229 Education.
  Under 22 Pa. Code Chapters 11, 14, and 15 (relating to student attendance; special education services and programs; and protected handicapped students), each child who is of compulsory school age shall participate in a Department of Education-approved school program or an educational program under contract with the local public school district.

The BCIU will comply with all educational components of the County IGSA/Statement of Work and ICE Family Residential Standards (attached).

Juvenile Education:

(a) Educational services appropriate to the level of development and communication skills are to be made available to all juveniles in accordance with existing appropriate State and Federal regulations. Service providor shall provide an educational program in a structured classroom setting, Monday thru Friday modeled after a year-round program in accordance with applicable State regulations. Daily lessons will include a minimum of one hour of daily instruction in each of the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education. A secondary focus of the education program will be English as a Second Language (ESL). Teaching staff is required to be ESL certified, or enrolled in an ESL Certification program. As it is expected that Spanish and Chinese will be the predominant languages, the Service Provider shall provide bilingual teachers/aides to accommodate the student population as needed. Telephonic translation services shall be made available in each classroom to accommodate the diverse needs of the multi-lingual student population. The educational program shall meet or exceed respective State guidelines and requirements, and shall meet all benchmarks as required by the U.S. Department of Education.

(b) All teachers shall be certified or licensed by the respective state Department of Education or equivalent governmental-licensing agency. The student/teacher ratio shall not exceed 20:1. Or shall be in compliance with State policy and requirements.

(c) Students will be administered an individaul education assessment in accordance with attached ICE Family Residential Standards.

(d) All children who are handicapped and/or in need of special education and related services will be identified, located, evaluated, and referred to an appropriate agency for intervention and services, in accordance with the Individuals with Disabilities Education Improvement Act of 2004, Title 20 U.S.C. 1400, *et seq.*, and any subsequent amendments to the statute.

(e) Upon transfer or discharge from the program copies of assessments and transcripts will be made available upon request.

All media requests or inquiries concerning the BCRC program will be directed to the BCRC Executive Director.

Vendor shall follow all requirements as stated in the Immigration Family Residential Standard (Attachment B), as amended. Attachment B is attached hereto and made a part of this Agreement.

ICE Family Residential Standard

EDUCATIONAL POLICY

I. **PURPOSE AND SCOPE. All children residing in an ICE Residential Family Facility who reach the minimum age required by applicable state law shall be provided with educational services and programming appropriate to the minor's level of development and communication skills in a structured classroom setting.**

II. **EXPECTED OUTCOMES:** The expected outcomes of this Standard are as follows:

1. All eligible juveniles will be administered an Initial Educational Assessment within three days of their arrival to the facility.
2. All eligible juveniles will be provided with a minimum of one-hour daily instruction in each of the core subjects, Monday through Friday, on a year-round schedule.
3. All teaching staffs are qualified to teach in accordance with state licensing requirements.
4. All curricula and associated texts and learning materials are based on state requirements and best practices.
5. Comprehensive education files will be maintained on each student.
6. All children with disabilities and/or in need of special education and related services are identified, located, evaluated, and referred to an appropriate agency for intervention.
7. All facilities shall convene an IEP Team, consisting of staff from the following disciplines: education, medical, mental health, administration, social work, and physical education.
8. Where required, residents have regular access to translation services and/or are provided information in a language that they understand.
9. The standard complies with federal laws and with DHS regulations regarding residents with special needs.

III. **DIRECTIVES AFFECTED** None

IV. **REFERENCES**

The First Edition National Residential Standards were written using a variety of methodologies including previous and current practices, review and comment from various subject matter experts, review and comment from various government and non-government organizations, and a review of current state codes in Pennsylvania and Texas. Each standard is written in a manner that affords each resident admission and continuous housing to a family residential facility in a dignified and respectful manner. There are no specific codes, certifications, or accreditations that deal specifically with unique management requirements of families awaiting the outcome of their immigration proceeding in a non-secure custodial environment.

Individuals with Disabilities Education Improvement Act of 2004.

IV. STANDARDS AND PROCEDURES

1. Guidelines

a. Each residential family facility will have an Education Department that is structured to provide comprehensive educational services and programs to children eligible for formal education as defined by applicable state laws and regulations.

b. Educational services will be provided in a structured classroom setting Monday through Friday, excluding holidays and are modeled after a year-round program in accordance with applicable State regulations.

c. Children not eligible for formal education as defined by applicable state laws and regulations shall be provided with age-appropriate child development toys and reading materials, to be made readily available in housing and common areas.

d. Students will be provided with a minimum of one-hour daily instruction in each of the following core subjects; Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education.

e. While education services will focus primarily on the development of basic academic competencies, the secondary focus shall be on English Language Training. Teaching staff are required to be certified ESL instructors, or actively enrolled in an ESL certification program.

f. Each student shall be administered an Individuals Educational Assessment within three days of his/her arrival at the facility. Assessments will be re-administered on a 90-day rotation to track individual student progress. Copies of all assessments will be filed in the student's individual education files.

g. A Special Needs Assessment shall be administered to each student upon arrival, and included in each Individual Education File. If special needs are identified during the intake process, copies of the assessment will be provided to all members of the multidisciplinary special needs team for intensive oversight.

h. Pre-Kindergarten instruction shall be provided to eligible four-year-old children in accordance with State requirements. Pre-K instruction shall provide comprehensive child development services such as educational, health, nutritional, and social services to eligible four-year-old children and their families.

i. A Code of Conduct for both students and staff will be made available to staff, students and their families, in English and Spanish, and will be posted in common areas in both the school and housing units. Other translation services will be provided on an as-needed basis.

j. Educational field trips shall be provided for knowledge reinforcement; field trips may occur either on or off-site.

2. **Individual Needs Assessments**

a. All children eligible for educational services will be administered an Initial Educational Assessment within three days of their arrival at the facility.

b. The assessment tool will be in keeping with state and local requirements, will be universally applied to all eligible children, and will include nationally accepted, scientifically valid testing methods.

c. Assessments will be administered by either a state-certified teacher, a teacher in a state-approved certification program, or a staff member otherwise eligible to teach in that respective state.

d. All assessments will be conducted in a location and manner that supports the individual privacy of each juvenile.

e. Assessment interviews will be conducted in the child's primary language. Only qualified interpreters shall be used when the interviewer does not speak the language of the juvenile. To protect the juvenile's privacy, potential interpreters shall not be current residents of the facility. Should an appropriate interpreter not be available, telephonic translation services shall be utilized.

f. When applicable, students will be re-tested utilizing the same testing instrument every 90 days to monitor academic progress.

g. Copies of all assessments will be made available to parents for their review upon request.

h. Copies of all assessments will be placed in the student's education file, and will be available for review by ICE/DRO staff upon request.

3. **Placement**

a. Students will be assigned to a specific grade or grade cluster based on educational assessment outcomes.

b. Should a conflict occur whereby a student is on a significantly different developmental level than his or her age would otherwise suggest, the student shall be assigned primarily on age range. This decision will be made in coordination with the facility's Multidisciplinary Special Needs Team. In the event a student is placed in a classroom with students learning markedly more advanced techniques and theories than he or she is capable of learning, an Individual Education Plan IEP will be created for that student following special education testing. The IEP will be reviewed every 30 days by the Special Needs Team.

4. **General Education Services**

   a. Educational services are provided in a structured classroom setting Monday through Friday, excluding holidays, and are modeled after a year-round program in accordance with applicable State regulations. Classroom environments will be modeled after traditional school settings. Learning environments will reflect students' positive learning accomplishments and shall display learning materials that reflect cultural diversity.

   b. Educational services will be designed to meet the unique educational needs of the immigrant juvenile population. Linguistically appropriate educational materials shall be available.

   c. Students files shall contain the following documents, as applicable: Initial and subsequent Assessments; progress reports; requests for parent-teacher conference and follow-up notes; Special Needs Assessments; Individual Education Plans; follow-up reviews.

   d. Lesson plans and curricula are developed by teaching staff, are based on a state approved model program, and are available for review in each classroom. All teaching staff will submit weekly lessons plans to the Administrator for his or her review and approval.

   e. Educational field trips are provided for subject-oriented activities involving art, career education, home economics, technical education, mathematics, music, science, social studies, physical education, acculturation, and interdisciplinary trips. Field trips can occur either on or off-site. No fewer than four field trips per year per grade cluster shall occur. All proposed field trips must receive the approval of Chief, JFRMU and parental consent must be given prior to a child's participation in any event not part of the daily curricula whether that event occurs on or off-campus.

   f. Student files include the following documentation for each student: Initial and subsequent Individual Educational Assessment; Special Needs Assessment; Progress Reports; Report Cards.

   g. Acculturation services and learning will be incorporated into lessons plans, activities and seminars on a daily basis.

   h. Telephonic translation services will be available in each classroom.

5. **Evaluation and Reporting**

   a. Student attendance is recorded twice daily for morning and afternoon sessions, and records of attendance are maintained and available for review upon request.

   b. Student progress reports are distributed to all students on a regular and consistent schedule, and facility policy encourages the scheduling of parent-teacher conferencing to discuss student achievement.

c. Any student that completes the learning requirements for the maximum learning level shall be provided the opportunity for learning advancement such as independent study, special projects, pre-GED classes, and college preparatory tutorial, among others.

d. In accordance with applicable state law and upon the recommendation of teaching staff, a student may request to be administered the Government Equivalency Degree (GED) test. Those students approved for testing must first be administered the GED pre-test to assess suitability and possible remedial tutoring. Copies of all requests for GED testing and test results will be filed in the student's educational file.

e. A memorandum confirming a student's dates of enrollment will be provided to all students at the time of their departure. An educational assessment and/or transcripts will be provided upon request to institutions of learning on behalf of the student.

6. Staffing Requirements and Training

a. Teaching staff is qualified and certified to teach in accordance with State regulations.

b. The student/teacher ratio does not exceed 20:1, or is in compliance with State policy and requirements.

c. Teaching staff is ESL certified, or enrolled in an ESL certification program.

d. The Education Department is administered and supervised by a person qualified and trained as an Administrator, in accordance with State requirements.

e. There is on file and available for review a Staff Development Plan that includes, at a minimum, the following topics: ESL strategies and materials; Instructional best practices; No Child Left Behind (NCLB) rules and regulations; and Lesson Plan development. The Staff Development Plan shall be in accordance with prescribed state requirements.

f. Written policy ensures that staff is provided with pre-service and ongoing training on mental health issues, including but not limited to how to respond to emergencies such as suicide attempts or threats; how to observe, prevent, document and respond to signs and symptoms of depression, PTSD, physical and sexual abuse, and behavior management approaches. Refresher training occurs no less than twice yearly.

g. Written policy ensures that staff is provided with pre-service and ongoing training on cultural awareness and sensitivity, child development theory, and acculturation training. Refresher training occurs no less than twice yearly.

h. Written policy ensures that staff is provided with pre-service and ongoing training in First Aid, CPR, and AED. Ongoing and additional training is in accordance with applicable State requirements.

i. Written policy ensures that staff is provided with pre-service and continuing training in ICE policies and procedures, prohibition against providing legal advice or counsel to facility residents, and the privacy rights of residents

j. All training sessions are documented in staff personnel files and are available for review upon request.

7. Equipment and Supplies

a. Classrooms will be equipped with textbooks based on the respective state's educational policy and directives for each of the core subjects excluding Physical Education.

b. Each child shall be issued a textbook that is appropriate for classroom use, and teaching staff will be provided with the Instructor's Edition. Should a state curriculum require additional materials to complete the goals and objectives of that particular course of study, the facility will ensure that these materials are provided to each student and teacher as needed. If the materials are perishable, they will be replaced on a rotating basis commensurate with the curriculum timeline and rotation of students.

c. All classrooms will be equipped with a desktop computer with Internet access, and attendance and grading software.

d. Classrooms will have manipulatives readily available and developmentally appropriate to each classroom and as required by lesson plans and curricula. Each student shall have the tools necessary to complete a particular task on their own, except when the curriculum calls for a group or partnered activity.

e. Classrooms shall have writing instruments to include colored pencils and crayons, writing paper, drawing paper, construction paper, and graph paper as needed and required by curricula tasks and objectives.

8. Library Services

a. Library services shall be provided and available to all residents. The library shall provide residents with appropriate reading material in languages other than English for use during leisure time. Reading material shall reflect racial and ethnic diversity and interests and be appropriate for various levels of competency.

b. Every effort shall be made to become part of a local library system and participate in a lending program that will be utilized to augment on-site library services. Participation in a local library system will not supplant an on-site residential library.

c. Each facility shall utilize the U.S. Department of Education's Blue Ribbon School Program's best practices library benchmark in determining the number of items in per library based on how many patrons are eligible to utilize the library. In facilities with less than 200 students, the total size of the library collection will number 3,000. While it is recommended that a book that has aged 20 years should be replaced, each area of the collection should be evaluated by the staff librarian before any books are rotated out of the library,

and replaced. Each facility shall have a written policy outlining the policies and procedures for library services, to include hours of operation, length of time a patron may reserve a book, and penalties for misuse of library services.

9. Student Files

a. Student files shall be securely maintained in the Education Department to ensure the privacy of the juvenile. Files will be available for review at all times by ICE/DRO staff.

b. Should a parent schedule a conference to discuss his or her child's academic progress, the file shall be made available during the conference for review.

c. Student files shall contain the following documents, as applicable: Initial and subsequent Assessments; progress reports; requests for parent-teacher conference and follow-up notes; Special Needs Assessments; Individual Education Plans; follow-up reviews.

10. Terms Used Concerning Special Education

Certain terms are defined as follows for purposes of interpreting and administering special education.

- ARD refers to the Admission, Review, and Dismissal Committee assigned to a student.
- IDEA means the Individuals with Disabilities Education Improvement Act of 2004, and any subsequent amendments to the statute.
- IEP means the Individual Education Program established for an eligible student pursuant to IDEA.
- IFSP refers to the Individualized Family Service Program.
- LEA means the Local Education Agency, responsible for furnishing special education services for all eligible children in its jurisdiction.
- SEA refers to the State Education Agency.

11. Special Education Services - Facilities

All facilities shall coordinate and therefore provide the following special education services to eligible children:

a. Routine Screening at Intake: Facility Staff will fill out the Preliminary Questions section of the Educational Services Eligibility Worksheet Form for each person for whom it seeks the assistance of the LEA and deliver or make the form available to LEA within 2 days. In addition, Facilities will develop and implement a public awareness effort that focuses on the early identification of children who are eligible for services. Facility staff will also attend training to familiarize them with the process involved in identifying and assessing children potentially in need of early intervention or special

education services. Facilities will utilize standardized screening tools as approved by the respective state and in use by the LEA

b. Furnishings and Equipment: Facility Staff will provide the LEA with necessary space, furnishings, and equipment located within the facility, including, but not limited to, desks, chairs, or any other furnishings or equipment that the LEA deems necessary for the proper delivery of services.

c. Access to Students by LEA: Facility Staff will permit access to students by the LEA instructional and assessment personnel and ARD Committee members as required for instruction, assessment, testing, participation in ARD meetings, and other matters required for provision of educational services under IDEA or other state or federal statutes.

d. Access During Normal School Hours: The LEA will be presumed to require access to students during normal student hours. For purposes of this standard, normal school hours will be 8:00 am until 4:00 pm, Monday through Friday, on a year-round schedule.

e. Off-site Availability of Services: Transportation services will be provided for those eligible students whose special education needs cannot be met onsite at the facility, or whose ARD Committee members have determined would be better served off-site or at a designated LEA location.

f. LEA Access to Student Records: The facility will provide designated LEA personnel with appropriate student information, including educational records, for purposes of determining eligibility for educational services; to the extent such provisions are permitted without violating the student's privacy rights.

g. Classrooms and Related Facilities: Facility Staff will make available for the LEA's use of a space for instruction, testing, or assessment, and an ARD Committee meeting room. Such facilities will be made available for use by the LEA according to a mutually agreed upon schedule.

12. Special Education Services – Procedures with LEA

A member of the IEP Team will participate in ARD Committee meetings when LEA assistance has been requested.

Facility Staff with assure procedural safeguards required by IDEA are following on all matters on which LEA's assistance has been requested, including, but not limited to:

a. Notification to LEA and parents of change in conditions of residency affecting a student's participation in educational or other activities as specified in the student's IEP.

b. Notice to the student and parent of ARD meetings.

c. Notice to students of procedural safeguards on forms to be provided by LEA.

d. Assist LEA in obtaining consent from students and parents for assessment, initial placement, and reevaluation.

e. Notify LEA of student communications to Facility Staff regarding IDEA or other educational services.

13. **Special Education Services – Coordination with LEA**
Facility staff will coordinate with the LEA to provide for the education and related services for eligible students. The following services shall be provided:

a. Determination of Eligibility for Services and Curriculum: For students identified by the Facility IEP Team, the facility will coordinate with the LEA to determine whether the students are eligible to receive educational services under IDEA and/or other statutes through the LEA, and will provide a free and appropriate public education for all students determined by LEA to be eligible for such services.

b. Classroom Instruction: For students with an IEP, the Facility will coordinate with the LEA to provide classroom teachers and other personnel necessary to meet the requirements of IDEA and other state or federal requirements applicable to the LEA. Such services will be provided as dictated by the conditions of the IEP and the requirements of IDEA.

c. Instructional Materials: For identified and eligible students, the Facility will coordinate with the LEA to provide books and other instructional and evaluation materials, including computer software that is necessary as determined by an ARD Committee, to provide services sufficient to meet IDEA and other applicable state and federal requirements during the Lea's normal school year.

d. ARD Committee Meeting and Notices: The Facility will coordinate with the LEA to provide an IEP for each identified and eligible student, and will convene ARD Committee meetings as required to meet IDEA requirements. The LEA will provide notice of all meetings to the Facility, and the Facility IEP Team will provide notice directly to the student and parents.

Standard Approved:

John P. Torres
Director
Office of Detention and Removal

DEC 21 2007
Date

From: (b)(6),(b)(7)(C)
To: (b)(6),(b)(7)(C)
Subject: FW: Berks Education
Date: Wednesday, May 30, 2018 3:58:29 PM
Attachments: 2015 BCIU Contract.pdf

Here is the base education sub contract.

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

Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C)
Sent: Tuesday, May 22, 2018 11:59 AM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>; (b)(6),(b)(7)(C) <(b)(6),(b)(7)(C) @ice.dhs.gov>; (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: (b)(6),(b)(7)(C) @ice.dhs.gov>
Subject: Berks Education

Attachments for rate change (It was around this time. I think the reasoning was that in order to get their State License for the 4th floor opening, all staff had to be in place). Obviously the 4th floor never opened up. This is the timeframe that the changes were made. If you need more to track back, let me know.

(b)(6),(b)(7)(C) was the COR prior to me. I took over as COR because of all the problems around April of 2015. I have a lot more I can send if you need. As I recall this was an ugly period of time. The FOD/AFOD and everyone had their hands in this.

Regards.

(b)(6),(b)(7)(C)
Management & Program Analyst, COR
United States Department of Homeland Security
Immigration & Customs Enforcement
Office of Enforcement & Removal Operations
Allenwood Sub-Office
Route 15 FCC Allenwood – LSCI
Allenwood, PA.

AGREEMENT #ICA-171668-15

THIS AGREEMENT ("Agreement") is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter "County") and **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor").

Background

The County desires to engage the Vendor for the delivery of alternative educational services to residents placed at the Berks County Residential Center.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Engagement

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to perform the Services set forth herein on behalf of the County consistent with the terms of this Agreement.

2. Term of Agreement

This Agreement shall be effective August 1, 2015 through July 31, 2016 unless terminated in accordance with the terms and conditions of this Agreement.

3. Scope of Work

Under this Agreement, the Vendor agrees to perform all services described in Attachment A, Scope of Work/Program Description. Attachment A is attached hereto and made a part of this Agreement.

4. Time is of the Essence

Time is of the essence in the performance of this Agreement. The schedule for the performance of Services is identified in Attachment A. If the completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Services.

5. Fees

In consideration for services properly performed under this Agreement, the County agrees to pay the Vendor $788,605.00 for the educational program.

6. Notices and Program Manager

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	County:	*Vendor:*
Attention	Berks County Residential Center Attn: Executive Director	Berks County Intermediate Unit Attn: Executive Director
Address	1040 Berks Road Leesport, PA 19533	River's Chase Business Center 1111 Commons Boulevard P.O. Box 16050 Reading, PA 19612-6050
Telephone	(b)(6),(b)(7)(C)	
Fax	610-376-7136	610-987-8400
Email	(b)(6),(b)(7)(C) @countyofberks.com	(b)(6),(b)(7)(C) @Berksiu.org

Written notices shall be copied to: County of Berks, Attn: Contract Coordinator, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601. Fax: 610-898-7404.

7. **Invoicing / Payment**

Invoices must reference the above noted Agreement number. Original invoices shall be submitted to: County of Berks, Attn: Fiscal Manager, Berks County Residential Center, 1040 Berks Road, Leesport, PA 19533.

Vendor may submit invoices no more than once per month for Services properly performed under this Agreement by the 10th of each month. The Vendor shall bill the County 1/10th of the (b)(4) each month from September 2015 through June 2016. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, and the date(s) of performance for each service. The County shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

8. **Overpayment**

Overpayment to the Vendor, of Agreement Funds, resulting from any reason, including but not limited to errors, contract limitations actual or audited cost adjustments, or non-compliance with applicable policies and procedures shall be repaid to the Berks County Residential Center by check prior to the one hundred and twenty-fifth (125th) day following the expiration of the Agreement.

9. **Insurance**

9.1 The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:

9.1.1 Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

9.1.2 Commercial Automobile Liability insurance with a combined single limit of not less than $1,000,000;

9.1.3 Professional Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

9.1.4 Umbrella/Excess Liability insurance with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate; and

9.1.5 Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than $100,000 each accident, $500,000 disease-policy limit, and $100,000 disease-each employee.

9.2 Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Berks, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Vendor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of 1X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

10. Availability of Appropriated Funds

The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

11. Taxes

The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County's registration number with the Internal Revenue Service is 23-6003049. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt the Vendor from the payment of any applicable sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with its performance of Service. Only the County is required by law to pay any excise tax and then seek a refund or credit, the Vendor may separately charge the County the amount of the tax as a reimbursable expense.

12. Ownership of Work Product

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Vendor in the performance of this Agreement.

13. Patents, Copyrights, Trademarks

Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of deliverables provided in the performance of Services.

14. Records, Audit and Inspection

Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

15. Warranty

Vendor warrants to the County that all Services shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform Services, after receiving notification from the County of defects or nonconformance.

16. Indemnity

Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

17. Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any reasonably foreseeable cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

18. Additional Services

In the event the Vendor determines that any alteration, modification or addition to the Services is necessary ("Additional Services"), the Vendor shall submit a proposal to the County setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Vendor shall obtain the prior written approval from the County before performing any Additional Services. The Vendor shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the County, the Vendor shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

19. Termination for Convenience

Both the County and the Vendor reserve the right, at any time to terminate this Agreement in whole or in any separable part by written notice to other party. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Services performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Vendor be entitled to recover lost or expected profit or termination expenses.

20. **Termination for Cause**

20.1 In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

20.2 In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Vendor shall at the option of the County become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.

20.3 Notwithstanding the above, Vendor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Vendor. The County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damage due the County from Vendor is determined.

20.4 In the event that a Vendor's agreement is terminated, whether for cause or through nonrenewal and a new Vendor is awarded the agreement, the existing Vendor must participate in a plan of transition as developed by County. Vendor shall be reasonably compensated during the transition period.

20.5 If this Agreement is only terminated by County in part, Vendor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Vendor shall take place only after County's evaluation of any and all surrounding circumstances.

20.6 After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:

20.6.1 Stop work under this Agreement to the extent specified in such termination notice.

20.6.2 Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.

20.6.3 Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.

20.6.4 Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.

20.6.5 Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.

20.7 The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.

20.8 If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County

written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.

20.9 If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Vendor's compensation shall be made.

21. Claims for Consequential and/or Incidental Damages

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

22. Release of Liens

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

23. Assignment

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

24. Publicity

Neither Vendor nor any tier subcontractor shall use the name of the County of Berks, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

25. Compliance with Laws

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

26. Health and Safety

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

26.1 comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;

26.2 promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;

26.3 promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;

26.4 properly maintain, inspect and supervise its designated work area to keep them in reasonably safe condition;

26.5 supply the applicable Safety Data Sheet (s) on all products supplied to the County or used on County property;

26.6 use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the Material Safety Data Sheets(s); and

26.7 keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

27. **Equal Employment Opportunity**

27.1 During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

27.2 Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

27.3 Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.

27.4 It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or

made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

27.5 Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.

27.6 Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed and remedies invoked.

27.7 Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

27.8 Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.

27.9 Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

28. Independent Contractor

The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.

29. Employees of Vendor

29.1 Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.

29.2 Vendor shall advise its employees and the employees of its subcontractors and agents that:

29.2.1 It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while performing Services or on County property on the work site, and prohibits in the

workplace the presence of an individual with such substances in the body for non-medical reasons.

29.2.2 Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

30. Governing Law and Jurisdiction

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

31. Subcontractors

31.1 If subcontractors are permitted by the Agreement, the Vendor shall only use such subcontractors identified herein. The substitution of one subcontractor for another may be made only with the prior written approval of the County. Such approval shall not be unreasonably withheld.

31.2 Notwithstanding the foregoing, the Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County. The Vendor agrees to reimburse the County for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement. For further details regarding debarment refer to Clause 39.

32. Severability

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

33. Reservation of Rights

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

34. **Regulations**

This Agreement is subject to the provisions set forth in the following regulations: 45 Code of Federal Regulations Part 74- Administration of Grants, except subpart N; 45 Code of Federal Regulations Part 81 – Practice and Procedure for Hearings under Part 80 of this Title; and 45 Code of Federal Regulations Part 90 – Nondiscrimination of the Basis of Age.

34.1 In carrying out this Agreement, the Vendor and any subcontractors shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended.)

34.2 Services shall be provided in compliance with 25 Pa. Code_151 et seq., relating to Environmental Health and Safety regulations for food protection, and 34 Pa. Code_50.1 et seq., relating to Fire and Panic regulations.

34.3 The Vendor agrees to comply with the provisions of the Davis-Bacon Act, Uniform Relocation Assistance and Real Property Acquisition Act, Clean Air Act, the Flood Disaster Protection Act and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Vendor agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act.

34.4 The Vendor agrees to fully comply with the Integrity Provisions set forth below and any changes or modification made thereto.

34.5 The Vendor agrees to comply with the provisions of the Drug-Free Workplace Act of 1998 in 41 U.S.C. Chapter 10, s. 701, et seq.

34.6 All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Board of Claims (under the Act of May 20, 1937, P.L. 728, as amended).

35. **Grievance Procedure**

Vendor will establish a system through which applicants for and recipients of service may present grievances about the operation of the program. Vendor will advise applicants and recipients of their rights to appeal, denial, or exclusion from the program or failure to recognize the recipient's choice of service and of their right to a fair hearing. The Berks County Residential Center, Family Immigration Program appeal process must be followed by the Vendor.

36. **Notice Required**

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Vendor shall be pre-approved by the Berks County Residential Center, Family Immigration Program and include the statement, "This program is funded, in part, under an Agreement with money allocated by the Immigration & Customs Enforcement (ICE) and the Berks County Commissioners, through the Berks County Residential Center, Family Immigration Program."

37. **Earnings of Funds**

37.1 Receipt of funds from County, by advance or reimbursement, does not constitute earnings of funds; funds are earned only when an allowable cost is incurred. Any unearned funds paid to Vendor shall be repaid by check to County no later than thirty (30) days after notification by County that said funds are due and owing.

37.2 Should the "County" or "ICE" or "Berks County Residential Center, Family Immigration Program" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30 day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

38. Integrity Provisions

38.1 It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.

38.2 In furtherance of this policy, Vendor agrees to the following:

38.2.1 Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County and Commonwealth.

38.2.2 Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and Commonwealth; County and Commonwealth employees, and which is distributed and made known to all Vendor employees.

38.2.3 Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or Commonwealth employee to breach the standards of ethical conduct for County or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.;* the *State Adverse Interest Act, 71 P.S. §776.1 et seq.;* and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

38.2.4 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or Commonwealth official or employee or to any other person at the direction or request of any County and/or Commonwealth official or employee.

38.2.5 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County and Commonwealth.

38.2.6 Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County or Commonwealth official or employee.

38.2.7 Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.

38.2.8 Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.

38.2.9 Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104,* or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:

38.2.9.1 Approved in writing by the County prior to its disclosure; or
38.2.9.2 Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
38.2.9.3 Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
38.2.9.4 Necessary for purposes of Vendor's internal assessment and review; or
38.2.9.5 Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
38.2.9.6 Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
38.2.9.7 Otherwise required by law.

38.2.10 Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

38.2.10.1 Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
38.2.10.2 Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
38.2.10.2.1 Obtaining;
38.2.10.2.2 Attempting to obtain; or
38.2.10.2.3 Performing a public grant or subgrant

Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

38.2.10.3 Violation of federal or state antitrust statutes.

38.2.10.4 Violation of any federal or state law regulating campaign contributions.

38.2.10.5 Violation of any federal or state environmental law.

38.2.10.6 Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

38.2.10.7 Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.

38.2.10.8 Violation of any federal and state law prohibiting discrimination in employment.

38.2.10.9 Debarment by any agency or department of the federal government or by any other state.

38.2.10.10 Any other crime involving moral turpitude or business honesty or integrity.

Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.

38.2.11 If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

38.2.11.1 Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

38.2.11.2 Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

38.2.12 Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.

38.2.13 When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.

38.2.14 Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies

and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.

38.2.15 Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.

38.2.16 For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

38.2.17 For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 38.

38.2.17.1 "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.

38.2.17.2 "Consent" means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

38.2.17.3 "Vendor" means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.

38.2.17.4 "Financial interest" means:

38.2.17.4.1 Ownership of more than a five percent interest in any business; or

38.2.17.4.2 Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

38.2.17.5 "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor's

Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

38.2.17.6 "Immediate family" means a spouse and any unemancipated child.

38.2.17.7 "Non-bid basis" means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

38.2.17.8 "Political contribution" means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

39. Debarment/Tax Liabilities

39.1 For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permitee, licensee, or any agency, political subdivision, instrumentality, pubic authority, or other entity of the County.

39.1.1 The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

39.1.1.1 The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.

39.1.1.2 The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

39.1.2 The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.

39.1.3 The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime;

travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.

39.1.4 Vendor is required to screen their employees and contractors, both individuals and entities. Vendor will immediately notify County of any discovered exclusion of an employee or contractor, either an individual or entity.

39.1.5 All employees, vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.

39.1.6 Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.

39.1.7 Vendor will use the following databases to determine exclusion status:

39.1.7.1 *Pennsylvania Medicheck List:* a data base maintained by the Department that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania's MA Program: http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/medicheckprecludedproviderslist/S_001152 Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

If an individual's resume indicates that he/she has worked in another state, providers should also check that state's individual list.

39.1.7.2 *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the Department makes best efforts to include on the Medicheck List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program: http://oig.hhs.gov/exclusions/index.asp. Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

39.1.7.3 *U. S. General Services Administration (SAM)*: World wide data base maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: https://www.sam.gov/. Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

39.1.7.4 The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing: http://www.dgsweb.state.pa.us/Debarment_list or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: 717-783-6472
FAX No.: 717-787-9138

39.1.7.5 It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

40. Examination of Records

40.1 Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this section. Vendor agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing rations and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the Berks County Residential Center, Family Immigration Program. If Vendor is not a public body, Vendor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1964.

40.2 Vendor facilities or such part thereof as may be utilized in the performance of this Agreement and Vendor's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the Berks County Residential Center, Family Immigration Program.

40.3 Vendor agrees that until the expiration of five years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the Berks County Residential Center, Family Immigration Program shall have access to and the right to examine any records of the Vendor involving transactions related to this Agreement. Vendor may, in fulfillment of Vendor's obligation to retain Vendor's records, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last date of reimbursement to the Vendor.

40.4 Vendor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at time prescribed by, and on forms furnished by the Berks County Residential Center, Family Immigration Program.

40.5 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement. In addition, records which relate to litigations or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this

Agreement as to which exception has been taken by the Auditors, shall be retained by the Vendor until such litigations, claims, or exceptions have been disposed of.

40.6 During the period of this Agreement, all information obtained by the Vendor shall be made available to the Berks County Residential Center, Family Immigration Program immediately upon demand.

41. Progress Reports

41.1 The Vendor and its subcontractors shall furnish to the County such progress and periodic reports in such form and quantity as the County may from time to time require, including but not limited to, student enrollment information, individual student progress reports (every 90 days), proposed budgets, and invoices. Additional information may be requested by the County with allowance of 30 days for the Vendor to produce such information if it is available.

41.2 In the event that the County determines that the Vendor or its subcontractors have not furnished such reports within thirty (30) days as required by the County, the County, by giving written notice to the Vendor, may suspend payments under this Agreement, until such time as the required reports are submitted.

42. Rights In Data: Copyrights and Disclosure

42.1 Definition: The term "data" as used herein, includes written reports, drawings, studies, computer programs, and work of any similar nature that is required to be delivered under this Agreement. It does not include Vendor's financial reports or other information incidental to Agreement's administration.

42.2 Rights in Data: Data submitted to and accepted by the Berks County Residential Center, Family Immigration Program under this Agreement shall be the property of the Berks County Residential Center, Family Immigration Program and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the Vendor.

42.3 Copyrights: Vendor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Vendor shall not include in the data any copyrighted matter without the written approval of the Berks County Residential Center, Family Immigration Program unless Vendor provides the Berks County Residential Center, Family Immigration Program with written permission of the copyright owner for the Berks County Residential Center, Family Immigration Program to use such copyrighted matter in a manner provided herein. Vendor shall exert all reasonable effort to advise the Berks County Residential Center, Family Immigration Program, at the time of delivery of data furnished under this Agreement, of all invasions of the right to privacy contained therein. The Vendor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor. This is upon the condition that the Commonwealth shall provide prompt notification in writing of such suit or proceedings, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action. The Vendor shall pay all damages and costs awarded therein against the

Commonwealth. If information and assistance are furnished by the Commonwealth at Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. If any of the materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use of publication thereof is enjoined, the Vendor shall, at his own expense and at his option, either procure the right to publish or continue use of such infringing materials, reports, studies, or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the Vendor under this paragraph continue without time limit.

43. **Americans with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Vendor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside providers.

44. **Nondiscrimination/Sexual Harassment Clause**

During the term of the Agreement, Vendor agrees as follows:

44.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, a subcontractor, or any person acting on behalf of the Vendor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

44.2 The Vendor, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.

44.3 The Vendor, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

44.4 The Vendor, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the agreement relates.

44.5 The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any Agreement, the Vendor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Vendors who have fewer than five employees or whose employees are all from the same family or who have completed the

STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the County.

44.6 The Vendor, any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.

44.7 The County may cancel or terminate the agreement and all money due or to become due under the agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor or subcontractor in the Contractor Responsibility File.

45. **Property and Supplies**

45.1 Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over $2,000.00 by means of a system of competitive bidding as required under the provisions of the 3rd Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.

45.2 In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.

45.3 Any vehicle purchased by the Vendor with ICE funds shall be adequately insured to cover occasional operation by Berks County Residential Center, Family Immigration Program staff; said insurance to be in an amount approved by Berks County Residential Center, Family Immigration Program and proof of said insurance shall be provided to Berks County Residential Center, Family Immigration Program yearly.

45.4 Title to all property furnished by the Berks County Residential Center, Family Immigration Program Agreements shall remain with the said Program. Title to all property acquired by the Vendor, including purchase by lease-purchase agreement, for the cost of which the Vendor is to be reimbursed under this Agreement, shall vest in the Vendor during the term of this Agreement unless otherwise noted in the Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased property that has remaining useful life shall be made in accordance with the following provisions:

45.4.1 If the Vendor wishes to retain any items of such purchased property, both parties will arrange for an independent third party appraisal (agreed upon by the Berks County Residential Center, Family Immigration Program) of these property items and will reimburse said Berks County Residential Center, Family Immigration Program for the value of the remaining life of the property on the basis of such appraisals;

45.4.2 The Vendor may sell the property and reimburse said Berks County Residential Center, Family Immigration Program for its appropriate share providing said Berks County Residential Center, Family Immigration Program is notified ten days in advance of the date of sale, and prior written approval is received from the Berks County Residential Center, Family Immigration Program and the Berks County Residential Center, Family Immigration Program.

45.5 The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by said Berks County Residential Center, Family Immigration Program, be used only for the performance of this Agreement. In the event the Vendor is compensated for any loss, destruction or damage to the property, the Vendor shall renovate, repair, or replace the property. Any proceeds shall be credited to the Agreement.

46. Agreement Subject to Laws and Regulations

This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and Local laws and regulations without further notice to the Vendor.

47. Right to Know Law

47.1 The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.

47.2 Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement. If the County needs the Vendor's assistance in any matter arising out of the Right to Know Law (RTKL). The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

47.3 Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor's possession, constituting or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Proposal shall:

47.3.1 Provide the Vendor, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Vendor's possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and

47.3.2 Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.

47.4 If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.

47.5 The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, the Vendor shall provide the Requested Information within five (5) business days of receipt of written notification of the County's determination.

47.6 If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County.

47.7 The County will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

47.8 The Vendor may file a legal challenge to any County's decision to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.

47.9 The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

48. Federal and State Audit Requirements

48.1 Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; Office of Management and Budget (OMB) Circular A-133, Audits of states, Local Government and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.

48.2 If the Vendor is a local government or non-profit organization and expends total federal awards of $500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of OMB Circular A-133.

48.3 If the Vendor is a for-profit organization and expends total federal awards of $500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133 and in accordance with the laws and regulations governing the programs in which it participates.

48.4 If the Vendor expends total federal awards of less than $500,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.

48.5 In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed and the report submitted to the County no later than 120 days after the close of the agreement period.

48.6 In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.

48.7 Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor's records during normal business hours. The County shall provide fourteen (14) days notice to Vendor in the event of such an audit.

48.8 The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.

48.9 Vendor shall maintain and make available such books, records and documents related to this Agreement for five (5) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

49. Assurance of Compliance

49.1 The Vendor provides this assurance in consideration of and for the purpose of obtaining Federal Grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

49.2 The Vendor hereby agrees that it will comply with:

49.2.1 Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

49.2.2 Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

49.2.3 Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that in accordance with IX and the Regulations, no person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any educational program or activity for which the Vendor received Federal financial assistance from the County.

49.2.4 The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

49.3 The Vendor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the Vendor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Vendor by the County, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Vendor for the period during which it retains ownership or possession of the property. The Vendor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

50. Vendor's Commitments

Any written commitment or representation of Vendor made within the scope of this Agreement shall be binding upon Vendor and is hereby incorporated into this Agreement.

51. Cooperation in Litigation

The Vendor shall cooperate fully with the County in any prosecution or defense of any litigations, claims, and threatened litigations. If County becomes involved in any matters involving litigation or threatened litigation against others not including Vendor, Vendor shall cooperate fully with County's efforts to dispose of such matters. Such cooperation shall include, but not be limited to, submission of information, attendance at meetings and appearance in court or before other judicial or quasijudicial bodies.

52. Membership Restrictions of Facilities

Funds awarded by this Agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry or gender.

53. Headings

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

54. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the company named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

County of Berks

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

Name (printed): Christian L. Leinbach

Title: Chairman, Board of Commissioners

Date: 9/24/2015

ATTEST:

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

Name (printed): (b)(6),(b)(7)(C)

Title: Chief Clerk

Berks County Intermediate Unit

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

Name (printed): Dr. Jill M. Hackman

Title: Executive Director

Date: 9/17/15

ATTEST:

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

Name (printed): Carl D. Blessing

Title: Chief Financial Officer

ATTACHMENT A
Scope of Work/Program Description

The Berks County Residential Center, Family Immigration Program, housed at 1040 Berks Road, Leesport Pa, is located in the Schuylkill Valley School District. Under this Agreement, the Contractor shall operate an alternative education program for the youths placed at the Family Immigration Program owned and operated by the County of Berks The male and female students have an age range of five to seventeen.

The youths participating in this program are in ICE custody.

During their placement in this program, the youths are expected to number between 60 and 80 at any given time. They need continued academic opportunity to develop their English language skills and to maintain their school standing and prepare for either for a new placement or return to their home country. It is believed that an alternative setting, at B.C.R.C., a County of Berks facility, can best meet the academic needs of the youths.

Class shall begin at 8:45 AM and conclude at 3:15 PM each day. The program shall operate for 180 days or more during the regular school year. Students shall receive a minimum of one hour of daily instruction in language arts (reading and writing), mathematics, social studies, science, and PE. A secondary focus will be on developing English language skills

Four highly qualified bi-lingual (Spanish) teachers with ESLor enrolled in an ESL Certification program. Assisted by four classroom specialists, that shall provide instruction in each classroom.

Teachers will conduct assessment and progress monitoring as stated by ICE guidelines. Education staff will provide direct instruction according to the attached daily schedule; including one hour of each core subject (reading, math, science, and social studies) as well as one hour of gym/recreation. Classroom specialists will assist students with individual instruction or supplemental support as needed throughout the scheduled school day. Education staff will conduct quarterly review meetings with parents as well as complete and distribute weekly progress sheets. Staff will conduct educational field trips throughout the school year as available. Educational Specialists will possess/obtain emergency teaching permits allowing them to serve as teacher in the absence of the regular classroom teacher to ensure continuity for the students and families.

In accordance with the academic calendar all four year old residents will receive a half day consisting of 2.5 hours of daily pre-kindergarten instruction.

ESL (English as a Second Language) will be provided for the adults that reside at the center. This will be a voluntary program that will be scheduled in collaboration with the Vendor and the County for up to a total of four hours per week.

The BCIU will be provided five dedicated rooms to use for the educational process. The BCIU will provide all equipment and supplies needed for instruction.

All BCIU staff that is assigned to the BCRC facility will need to have the following clearances prior to being assigned to the facility:

1. PA Child Abuse History Clearance
2. PA State Police Criminal Record Check

3. Federal Bureau of Investigation Criminal Background Check
4. PA Child Abuse and Report Abuse Recognition and Report Training
5. ICE Suitability Determination performed by ICE.

The BCIU will follow all policy and procedures of the BCRC. Training will be provided by BCRC Management staff.

The BCIU will follow all regulations under the Department of Human Services Chapter 3800. Child Residential and Day Treatment Facilities. Specifically, 3800.229 Education.

- 3800.229 Education.
  Under 22 Pa. Code Chapters 11, 14, and 15 (relating to student attendance; special education services and programs; and protected handicapped students), each child who is of compulsory school age shall participate in a Department of Education-approved school program or an educational program under contract with the local public school district.

The BCIU will comply with all educational components of the County IGSA/Statement of Work and ICE Family Residential Standards (attached).

Juvenile Education:

(a) Educational services appropriate to the level of development and communication skills are to be made available to all juveniles in accordance with existing appropriate State and Federal regulations. Service providor shall provide an educational program in a structured classroom setting, Monday thru Friday modeled after a year-round program in accordance with applicable State regulations. Daily lessons will include a minimum of one hour of daily instruction in each of the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education. A secondary focus of the education program will be English as a Second Language (ESL). Teaching staff is required to be ESL certified, or enrolled in an ESL Certification program. As it is expected that Spanish and Chinese will be the predominant languages, the Service Provider shall provide bilingual teachers/aides to accommodate the student population as needed. Telephonic translation services shall be made available in each classroom to accommodate the diverse needs of the multi-lingual student population. The educational program shall meet or exceed respective State guidelines and requirements, and shall meet all benchmarks as required by the U.S. Department of Education.

(b) All teachers shall be certified or licensed by the respective state Department of Education or equivalent governmental-licensing agency. The student/teacher ratio shall not exceed 20:1. Or shall be in compliance with State policy and requirements.

(c) Students will be administered an individaul education assessment in accordance with attached ICE Family Residential Standards.

(d) All children who are handicapped and/or in need of special education and related services will be identified, located, evaluated, and referred to an appropriate agency for intervention and services, in accordance with the Individuals with Disabilities Education Improvement Act of 2004, Title 20 U.S.C. 1400, *et seq.*, and any subsequent amendments to the statute.

(e) Upon transfer or discharge from the program copies of assessments and transcripts will be made available upon request.

All media requests or inquiries concerning the BCRC program will be directed to the BCRC Executive Director.

Vendor shall follow all requirements as stated in the Immigration Family Residential Standard (Attachment B), as amended. Attachment B is attached hereto and made a part of this Agreement.

ICE Family Residential Standard

EDUCATIONAL POLICY

I. **PURPOSE AND SCOPE. All children residing in an ICE Residential Family Facility who reach the minimum age required by applicable state law shall be provided with educational services and programming appropriate to the minor's level of development and communication skills in a structured classroom setting.**

II. **EXPECTED OUTCOMES:** The expected outcomes of this Standard are as follows:

1. All eligible juveniles will be administered an Initial Educational Assessment within three days of their arrival to the facility.
2. All eligible juveniles will be provided with a minimum of one-hour daily instruction in each of the core subjects, Monday through Friday, on a year-round schedule.
3. All teaching staffs are qualified to teach in accordance with state licensing requirements.
4. All curricula and associated texts and learning materials are based on state requirements and best practices.
5. Comprehensive education files will be maintained on each student.
6. All children with disabilities and/or in need of special education and related services are identified, located, evaluated, and referred to an appropriate agency for intervention.
7. All facilities shall convene an IEP Team, consisting of staff from the following disciplines: education, medical, mental health, administration, social work, and physical education.
8. Where required, residents have regular access to translation services and/or are provided information in a language that they understand.
9. The standard complies with federal laws and with DHS regulations regarding residents with special needs.

III. **DIRECTIVES AFFECTED** None

IV. **REFERENCES**

The First Edition National Residential Standards were written using a variety of methodologies including previous and current practices, review and comment from various subject matter experts, review and comment from various government and non-government organizations, and a review of current state codes in Pennsylvania and Texas. Each standard is written in a manner that affords each resident admission and continuous housing to a family residential facility in a dignified and respectful manner. There are no specific codes, certifications, or accreditations that deal specifically with unique management requirements of families awaiting the outcome of their immigration proceeding in a non-secure custodial environment.

Individuals with Disabilities Education Improvement Act of 2004.

IV. STANDARDS AND PROCEDURES

1. Guidelines

a. Each residential family facility will have an Education Department that is structured to provide comprehensive educational services and programs to children eligible for formal education as defined by applicable state laws and regulations.

b. Educational services will be provided in a structured classroom setting Monday through Friday, excluding holidays and are modeled after a year-round program in accordance with applicable State regulations.

c. Children not eligible for formal education as defined by applicable state laws and regulations shall be provided with age-appropriate child development toys and reading materials, to be made readily available in housing and common areas.

d. Students will be provided with a minimum of one-hour daily instruction in each of the following core subjects; Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education.

e. While education services will focus primarily on the development of basic academic competencies, the secondary focus shall be on English Language Training. Teaching staff are required to be certified ESL instructors, or actively enrolled in an ESL certification program.

f. Each student shall be administered an Individuals Educational Assessment within three days of his/her arrival at the facility. Assessments will be re-administered on a 90-day rotation to track individual student progress. Copies of all assessments will be filed in the student's individual education files.

g. A Special Needs Assessment shall be administered to each student upon arrival, and included in each Individual Education File. If special needs are identified during the intake process, copies of the assessment will be provided to all members of the multidisciplinary special needs team for intensive oversight.

h. Pre-Kindergarten instruction shall be provided to eligible four-year-old children in accordance with State requirements. Pre-K instruction shall provide comprehensive child development services such as educational, health, nutritional, and social services to eligible four-year-old children and their families.

i. A Code of Conduct for both students and staff will be made available to staff, students and their families, in English and Spanish, and will be posted in common areas in both the school and housing units. Other translation services will be provided on an as-needed basis.

j. Educational field trips shall be provided for knowledge reinforcement; field trips may occur either on or off-site.

2. **Individual Needs Assessments**

a. All children eligible for educational services will be administered an Initial Educational Assessment within three days of their arrival at the facility.

b. The assessment tool will be in keeping with state and local requirements, will be universally applied to all eligible children, and will include nationally accepted, scientifically valid testing methods.

c. Assessments will be administered by either a state-certified teacher, a teacher in a state-approved certification program, or a staff member otherwise eligible to teach in that respective state.

d. All assessments will be conducted in a location and manner that supports the individual privacy of each juvenile.

e. Assessment interviews will be conducted in the child's primary language. Only qualified interpreters shall be used when the interviewer does not speak the language of the juvenile. To protect the juvenile's privacy, potential interpreters shall not be current residents of the facility. Should an appropriate interpreter not be available, telephonic translation services shall be utilized.

f. When applicable, students will be re-tested utilizing the same testing instrument every 90 days to monitor academic progress.

g. Copies of all assessments will be made available to parents for their review upon request.

h. Copies of all assessments will be placed in the student's education file, and will be available for review by ICE/DRO staff upon request.

3. **Placement**

a. Students will be assigned to a specific grade or grade cluster based on educational assessment outcomes.

b. Should a conflict occur whereby a student is on a significantly different developmental level than his or her age would otherwise suggest, the student shall be assigned primarily on age range. This decision will be made in coordination with the facility's Multidisciplinary Special Needs Team. In the event a student is placed in a classroom with students learning markedly more advanced techniques and theories than he or she is capable of learning, an Individual Education Plan IEP will be created for that student following special education testing. The IEP will be reviewed every 30 days by the Special Needs Team.

4. **General Education Services**

   a. Educational services are provided in a structured classroom setting Monday through Friday, excluding holidays, and are modeled after a year-round program in accordance with applicable State regulations. Classroom environments will be modeled after traditional school settings. Learning environments will reflect students' positive learning accomplishments and shall display learning materials that reflect cultural diversity.

   b. Educational services will be designed to meet the unique educational needs of the immigrant juvenile population. Linguistically appropriate educational materials shall be available.

   c. Students files shall contain the following documents, as applicable: Initial and subsequent Assessments; progress reports; requests for parent-teacher conference and follow-up notes; Special Needs Assessments; Individual Education Plans; follow-up reviews.

   d. Lesson plans and curricula are developed by teaching staff, are based on a state approved model program, and are available for review in each classroom. All teaching staff will submit weekly lessons plans to the Administrator for his or her review and approval.

   e. Educational field trips are provided for subject-oriented activities involving art, career education, home economics, technical education, mathematics, music, science, social studies, physical education, acculturation, and interdisciplinary trips. Field trips can occur either on or off-site. No fewer than four field trips per year per grade cluster shall occur. All proposed field trips must receive the approval of Chief, JFRMU and parental consent must be given prior to a child's participation in any event not part of the daily curricula whether that event occurs on or off-campus.

   f. Student files include the following documentation for each student: Initial and subsequent Individual Educational Assessment; Special Needs Assessment; Progress Reports; Report Cards.

   g. Acculturation services and learning will be incorporated into lessons plans, activities and seminars on a daily basis.

   h. Telephonic translation services will be available in each classroom.

5. **Evaluation and Reporting**

   a. Student attendance is recorded twice daily for morning and afternoon sessions, and records of attendance are maintained and available for review upon request.

   b. Student progress reports are distributed to all students on a regular and consistent schedule, and facility policy encourages the scheduling of parent-teacher conferencing to discuss student achievement.

c. Any student that completes the learning requirements for the maximum learning level shall be provided the opportunity for learning advancement such as independent study, special projects, pre-GED classes, and college preparatory tutorial, among others.

d. In accordance with applicable state law and upon the recommendation of teaching staff, a student may request to be administered the Government Equivalency Degree (GED) test. Those students approved for testing must first be administered the GED pre-test to assess suitability and possible remedial tutoring. Copies of all requests for GED testing and test results will be filed in the student's educational file.

e. A memorandum confirming a student's dates of enrollment will be provided to all students at the time of their departure. An educational assessment and/or transcripts will be provided upon request to institutions of learning on behalf of the student.

6. Staffing Requirements and Training

a. Teaching staff is qualified and certified to teach in accordance with State regulations.

b. The student/teacher ratio does not exceed 20:1, or is in compliance with State policy and requirements.

c. Teaching staff is ESL certified, or enrolled in an ESL certification program.

d. The Education Department is administered and supervised by a person qualified and trained as an Administrator, in accordance with State requirements.

e. There is on file and available for review a Staff Development Plan that includes, at a minimum, the following topics: ESL strategies and materials; Instructional best practices; No Child Left Behind (NCLB) rules and regulations; and Lesson Plan development. The Staff Development Plan shall be in accordance with prescribed state requirements.

f. Written policy ensures that staff is provided with pre-service and ongoing training on mental health issues, including but not limited to how to respond to emergencies such as suicide attempts or threats; how to observe, prevent, document and respond to signs and symptoms of depression, PTSD, physical and sexual abuse, and behavior management approaches. Refresher training occurs no less than twice yearly.

g. Written policy ensures that staff is provided with pre-service and ongoing training on cultural awareness and sensitivity, child development theory, and acculturation training. Refresher training occurs no less than twice yearly.

h. Written policy ensures that staff is provided with pre-service and ongoing training in First Aid, CPR, and AED. Ongoing and additional training is in accordance with applicable State requirements.

i. Written policy ensures that staff is provided with pre-service and continuing training in ICE policies and procedures, prohibition against providing legal advice or counsel to facility residents, and the privacy rights of residents

j. All training sessions are documented in staff personnel files and are available for review upon request.

7. Equipment and Supplies

a. Classrooms will be equipped with textbooks based on the respective state's educational policy and directives for each of the core subjects excluding Physical Education.

b. Each child shall be issued a textbook that is appropriate for classroom use, and teaching staff will be provided with the Instructor's Edition. Should a state curriculum require additional materials to complete the goals and objectives of that particular course of study, the facility will ensure that these materials are provided to each student and teacher as needed. If the materials are perishable, they will be replaced on a rotating basis commensurate with the curriculum timeline and rotation of students.

c. All classrooms will be equipped with a desktop computer with Internet access, and attendance and grading software.

d. Classrooms will have manipulatives readily available and developmentally appropriate to each classroom and as required by lesson plans and curricula. Each student shall have the tools necessary to complete a particular task on their own, except when the curriculum calls for a group or partnered activity.

e. Classrooms shall have writing instruments to include colored pencils and crayons, writing paper, drawing paper, construction paper, and graph paper as needed and required by curricula tasks and objectives.

8. Library Services

a. Library services shall be provided and available to all residents. The library shall provide residents with appropriate reading material in languages other than English for use during leisure time. Reading material shall reflect racial and ethnic diversity and interests and be appropriate for various levels of competency.

b. Every effort shall be made to become part of a local library system and participate in a lending program that will be utilized to augment on-site library services. Participation in a local library system will not supplant an on-site residential library.

c. Each facility shall utilize the U.S. Department of Education's Blue Ribbon School Program's best practices library benchmark in determining the number of items in per library based on how many patrons are eligible to utilize the library. In facilities with less than 200 students, the total size of the library collection will number 3,000. While it is recommended that a book that has aged 20 years should be replaced, each area of the collection should be evaluated by the staff librarian before any books are rotated out of the library,

and replaced. Each facility shall have a written policy outlining the policies and procedures for library services, to include hours of operation, length of time a patron may reserve a book, and penalties for misuse of library services.

9. Student Files

a. Student files shall be securely maintained in the Education Department to ensure the privacy of the juvenile. Files will be available for review at all times by ICE/DRO staff.

b. Should a parent schedule a conference to discuss his or her child's academic progress, the file shall be made available during the conference for review.

c. Student files shall contain the following documents, as applicable: Initial and subsequent Assessments; progress reports; requests for parent-teacher conference and follow-up notes; Special Needs Assessments; Individual Education Plans; follow-up reviews.

10. Terms Used Concerning Special Education

Certain terms are defined as follows for purposes of interpreting and administering special education.

- ARD refers to the Admission, Review, and Dismissal Committee assigned to a student.
- IDEA means the Individuals with Disabilities Education Improvement Act of 2004, and any subsequent amendments to the statute.
- IEP means the Individual Education Program established for an eligible student pursuant to IDEA.
- IFSP refers to the Individualized Family Service Program.
- LEA means the Local Education Agency, responsible for furnishing special education services for all eligible children in its jurisdiction.
- SEA refers to the State Education Agency.

11. Special Education Services - Facilities

All facilities shall coordinate and therefore provide the following special education services to eligible children:

a. Routine Screening at Intake: Facility Staff will fill out the Preliminary Questions section of the Educational Services Eligibility Worksheet Form for each person for whom it seeks the assistance of the LEA and deliver or make the form available to LEA within 2 days. In addition, Facilities will develop and implement a public awareness effort that focuses on the early identification of children who are eligible for services. Facility staff will also attend training to familiarize them with the process involved in identifying and assessing children potentially in need of early intervention or special

education services. Facilities will utilize standardized screening tools as approved by the respective state and in use by the LEA

b. Furnishings and Equipment: Facility Staff will provide the LEA with necessary space, furnishings, and equipment located within the facility, including, but not limited to, desks, chairs, or any other furnishings or equipment that the LEA deems necessary for the proper delivery of services.

c. Access to Students by LEA: Facility Staff will permit access to students by the LEA instructional and assessment personnel and ARD Committee members as required for instruction, assessment, testing, participation in ARD meetings, and other matters required for provision of educational services under IDEA or other state or federal statutes.

d. Access During Normal School Hours: The LEA will be presumed to require access to students during normal student hours. For purposes of this standard, normal school hours will be 8:00 am until 4:00 pm, Monday through Friday, on a year-round schedule.

e. Off-site Availability of Services: Transportation services will be provided for those eligible students whose special education needs cannot be met onsite at the facility, or whose ARD Committee members have determined would be better served off-site or at a designated LEA location.

f. LEA Access to Student Records: The facility will provide designated LEA personnel with appropriate student information, including educational records, for purposes of determining eligibility for educational services; to the extent such provisions are permitted without violating the student's privacy rights.

g. Classrooms and Related Facilities: Facility Staff will make available for the LEA's use of a space for instruction, testing, or assessment, and an ARD Committee meeting room. Such facilities will be made available for use by the LEA according to a mutually agreed upon schedule.

12. Special Education Services – Procedures with LEA

A member of the IEP Team will participate in ARD Committee meetings when LEA assistance has been requested.

Facility Staff with assure procedural safeguards required by IDEA are following on all matters on which LEA's assistance has been requested, including, but not limited to:

a. Notification to LEA and parents of change in conditions of residency affecting a student's participation in educational or other activities as specified in the student's IEP.

b. Notice to the student and parent of ARD meetings.

c. Notice to students of procedural safeguards on forms to be provided by LEA.

d. Assist LEA in obtaining consent from students and parents for assessment, initial placement, and reevaluation.

e. Notify LEA of student communications to Facility Staff regarding IDEA or other educational services.

13. **Special Education Services – Coordination with LEA**
Facility staff will coordinate with the LEA to provide for the education and related services for eligible students. The following services shall be provided:

a. Determination of Eligibility for Services and Curriculum: For students identified by the Facility IEP Team, the facility will coordinate with the LEA to determine whether the students are eligible to receive educational services under IDEA and/or other statutes through the LEA, and will provide a free and appropriate public education for all students determined by LEA to be eligible for such services.

b. Classroom Instruction: For students with an IEP, the Facility will coordinate with the LEA to provide classroom teachers and other personnel necessary to meet the requirements of IDEA and other state or federal requirements applicable to the LEA. Such services will be provided as dictated by the conditions of the IEP and the requirements of IDEA.

c. Instructional Materials: For identified and eligible students, the Facility will coordinate with the LEA to provide books and other instructional and evaluation materials, including computer software that is necessary as determined by an ARD Committee, to provide services sufficient to meet IDEA and other applicable state and federal requirements during the Lea's normal school year.

d. ARD Committee Meeting and Notices: The Facility will coordinate with the LEA to provide an IEP for each identified and eligible student, and will convene ARD Committee meetings as required to meet IDEA requirements. The LEA will provide notice of all meetings to the Facility, and the Facility IEP Team will provide notice directly to the student and parents.

Standard Approved:

John P. Torres
Director
Office of Detention and Removal

DEC 2 1 2007
Date

Allenwood Office: (b)(6),(b)(7)(C)
I Phone: (b)(6),(b)(7)(C)

From:
To: (b)(6),(b)(7)(C)
Subject: FW: BCIU contract for 2015 - 2016
Date: Wednesday, May 30, 2018 3:49:32 PM
Attachments: Contract Amendments.pdf

I'm printing it for you.. here is mod 1 and 2...

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C) @countyofberks.com]
Sent: Wednesday, May 30, 2018 3:06 PM
To: (b)(6),(b)(7)(C) @ice.dhs.gov>
Cc: Edwards, Diane <(b)(6),(b)(7)(C) @countyofberks.com>
Subject: RE: BCIU contract for 2015 - 2016

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

Attached are the last two amendments to the contract which shows the $759,764 price. Let me know if you need anything else.

(b)(6),(b)(7)(C) | **Fiscal Operations Manager**
County of Berks | Berks County Residential Center
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.898.7415
(b)(6),(b)(7)(C) @countyofberks.com | www.countyofberks.com

AMENDMENT #2
To
Agreement #ICA-184683-16

IT IS HEREBY AGREED by and between the **County of Berks**, with offices at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania 19601 (hereinafter "County") **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor"). that:

This Amendment serves to extend the Agreement for an additional one (1) year term effective August 1, 2017 through July 31, 2018. The rates shall remain the same.

This Amendment #2 shall be incorporated as an integral part of the above noted Agreement and shall supersede any conflicting language contained in the Agreement and any previous amendments. All other provisions of the Agreement remain unchanged and in full force and effect.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Amendment.

With the intent to be legally bound, authorized officials of each party have signed this Amendment on the dates noted below. Each person signing this Amendment represents and warrants that such person is fully authorized to sign and enter into this agreement on behalf of the company named above his or her signature.

County of Berks

By: (b)(6),(b)(7)(C)
Christian Y. Leinbach, Chairman
Board of Commissioners

Date: 10/19/17

ATTEST:

By: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

Berks County Intermediate Unit

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

Name (printed): CARL BLESSING

Title: CHIEF FINANCIAL OFFICER

Date: 9/12/17

ATTEST:

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

Name (printed): (b)(6),(b)(7)(C)

Title: Administrative Assistant

AMENDMENT #1
To
Agreement #ICA-184683-16

IT IS HEREBY AGREED by and between the **County of Berks**, with offices at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania 19601 (hereinafter "County") **Berks County Intermediate Unit** with offices at River's Chase Business Center, 1111 Commons Boulevard, P.O. Box 16050, Reading, Pennsylvania 19612-6050 (hereinafter "Vendor"). that:

This Amendment serves to modify Section 7, Invoicing, as follows. Language that is underlined denotes that which has been added. Language that is stricken denotes that which is hereby removed.

7.2. Vendor may submit invoices no more than once per month for Services properly performed under this Agreement by the 10th of each month. The Vendor shall bill the County 1/10th of the (b)(4) each month from September 2016 through June 2017. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, and the date(s) of performance for each service. The County shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

This Amendment #1 shall be incorporated as an integral part of the above noted Agreement and shall supersede any conflicting language contained in the Agreement. This Amendment shall be effective August 1, 2016. All other provisions of the Agreement remain unchanged and in full force and effect.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Amendment.

With the intent to be legally bound, authorized officials of each party have signed this Amendment on the dates noted below. Each person signing this Amendment represents and warrants that such person is fully authorized to sign and enter into this agreement on behalf of the company named above his or her signature.

County of Berks

By: (b)(6),(b)(7)(C)
Christian Y. Leinbach, Chairman
Board of Commissioners .

Date: 3/16/2017

ATTEST:

By: (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Chief Clerk

Berks County Intermediate Unit

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

Name (printed): Jill M. Hackman, Ed.D.

Title: Executive Director

Date: March 8, 2017

ATTEST:

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

Name (printed): Carl Blessing

Title: Assistant to the Executive Director/CFO

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

From: (b)(6),(b)(7)(C) @ice.dhs.gov]
Sent: Wednesday, May 30, 2018 2:05 PM
To: (b)(6),(b)(7)(C) Edwards, Diane
Cc: (b)(6),(b)(7)(C)
Subject: RE: BCIU contract for 2015 - 2016

County of Berks Warning: This is an external email. Please exercise caution.

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

Hello, we are trying to figure this out and get everything to the correct numbers.

The BCIU contract we have a copy of expired July 31, 2016 and was for $788,605.
Do you have a copy of the current contract you can send to me?
Was there a change to the BCIU contract when the price was changed to $759,764? There was no mod to the ICE contract with Berks reflecting that change that I can find.

Thank you,

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR)
Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6),(b)(7)(C)
Mail Stop (b)(6),(b)(7)(C)
Washington, D.C. 20536-5750
Phone: (b)(6),(b)(7)(C)
Cell (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: (b)(6),(b)(7)(C)
Sent: Monday, May 14, 2018 3:09 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C)

Subject: FW: BCIU contract for 2015 - 2016
Importance: High

This is the original contract for the increase in educational services. The price attached was the original price that was proposed for the 4th floor opening. Since that did not happen, the price for the year for services was decreased to the $759,764.00.

(b)(6),(b)(7)(C) | Fiscal Operations Manager
County of Berks | Berks County Residential Center
1040 Berks Road | Leesport, PA 19533
(b)(6),(b)(7)(C) | F 610.898.7415
(b)(6),(b)(7)(C)@countyofberks.com | www.countyofberks.com

From: Edwards, Diane
Sent: Wednesday, June 24, 2015 11:33 AM
To: (b)(6),(b)(7)(C)
Subject: FW: BCIU contract for 2015 - 2016
Importance: High

Can you check this before I sign

Diane Edwards|Executive Director
Berks County Residential Center|Family Immigration Program
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.396.9218
(b)(6),(b)(7)(C)@countyofberks.com | www.countyofberks.com

From: (b)(6),(b)(7)(C)@ice.dhs.gov]
Sent: Wednesday, June 24, 2015 10:55 AM
To: Edwards, Diane
Subject: RE: BCIU contract for 2015 - 2016
Importance: High

Diane- Attached is the mod that updates the pricing table and reflects the new education NTE amount. If you could review and sign and return ASAP, that would be great. Any issues, please email me back.

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR) | Contracting Officer
DHS | U.S. ICE | Office of Acquisition Management (OAQ)
Phone: (b)(6),(b)(7)(C) Fax: 202-732-7369

Blackberry: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C) @countyofberks.com]
Sent: Wednesday, June 24, 2015 9:00 AM
To: (b)(6),(b)(7)(C)
Subject: RE: BCIU contract for 2015 - 2016

That should be fine, the county CFO will need a modification saying you agree to pay the amount of the contract and we can move forward.

Diane Edwards|Executive Director
Berks County Residential Center|Family Immigration Program
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.396.9218
(b)(6),(b)(7)(C) @countyofberks.com | www.countyofberks.com

From: (b)(6),(b)(7)(C) @ice.dhs.gov]
Sent: Wednesday, June 24, 2015 8:57 AM
To: Edwards, Diane; Trish Pepe; Steinbacher, Anna
Subject: RE: BCIU contract for 2015 - 2016

There will be a signed modification but as for the "funds approved", this modification has no funds associated with it. It merely lays out the cost table and what is approved by ICE. Will that still be sufficient? I am still waiting on the funding for the additional new hires (approx. 170k).

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR) | Contracting Officer
DHS | U.S. ICE | Office of Acquisition Management (OAQ)
Phone: (b)(6),(b)(7)(C) Fax: 202-732-7369
Blackberry: (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: Edwards, Diane [mailto:DEdwards@countyofberks.com]
Sent: Wednesday, June 24, 2015 8:55 AM
To (b)(6),(b)(7)(C)
Subject: RE: BCIU contract for 2015 - 2016

We will need the signed modification because this will be an approved contract with the county and they will not do that unless funds are approved.

Diane Edwards|Executive Director
Berks County Residential Center|Family Immigration Program
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.396.9218

(b)(6),(b)(7)(C) @countyofberks.com | www.countyofberks.com

From: (b)(6),(b)(7)(C) @ice.dhs.gov]
Sent: Wednesday, June 24, 2015 8:51 AM
To: Edwards, Diane; Trish Pepe; Steinbacher, Anna
Subject: RE: BCIU contract for 2015 - 2016

Diane- Will adding the new figure in the modification (table) be sufficient for now? It will have that as the "post 4th floor" costs. OR does it need to be spelled out in the actual modification like in the text field? I am asking so I am clear which will get us moving forward.

(b)(6),(b)(7)(C)
Detention, Compliance & Removals (DCR) | Contracting Officer
DHS | U.S. ICE | Office of Acquisition Management (OAQ)
Phone: (b)(6),(b)(7)(C) Fax: 202-732-7369
Blackberry (b)(6),(b)(7)(C)
Email: (b)(6),(b)(7)(C) @ice.dhs.gov

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C) @countyofberks.com]
Sent: Wednesday, June 24, 2015 8:44 AM
To: (b)(6),(b)(7)(C)
Subject: FW: BCIU contract for 2015 - 2016

I need a time frame for this contract?

Diane Edwards|Executive Director
Berks County Residential Center|Family Immigration Program
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.396.9218
(b)(6),(b)(7)(C) @countyofberks.com | www.countyofberks.com

From: (b)(6),(b)(7)(C) @Berksiu.org]
Sent: Wednesday, June 24, 2015 7:15 AM
To: (b)(6),(b)(7)(C)
Subject: RE: BCIU contract for 2015 - 2016

Hi Diane

Were you able to get any info from the Feds? I think our supervisors are afraid the staff may find other positions soon if we don't have a contract in place? Sorry to be a pain.

Let me know - Thanks!

(b)(6),(b)(7)(C)
Berks County Intermediate Unit #14
Office of Business Services

1111 Commons Blvd.
P.O. Box 16050
Reading, PA 19612-6050
(b)(6),(b)(7)(C)
610-987-8400 (fax)

From: Edwards, Diane [mailto:(b)(6),(b)(7)(C)s@countyofberks.com]
Sent: Wednesday, June 17, 2015 12:15 PM
To: (b)(6),(b)(7)(C)
Cc: (b)(6),(b)(7)(C); Carl Blessing; (b)(6),(b)(7)(C)
Subject: RE: BCIU contract for 2015 - 2016

I will check with the Feds today.

Diane Edwards|Executive Director
Berks County Residential Center|Family Immigration Program
1040 Berks Road | Leesport, PA 19533
T (b)(6),(b)(7)(C) | F 610.396.9218
(b)(6),(b)(7)(C)@countyofberks.com | www.countyofberks.com

From: (b)(6),(b)(7)(C)@Berksiu.org]
Sent: Wednesday, June 17, 2015 12:09 PM
To: Edwards, Diane
Cc: (b)(6),(b)(7)(C); Carl Blessing; (b)(6),(b)(7)(C)
Subject: BCIU contract for 2015 - 2016

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

I believe we sent a proposal for the ICE Program for next year (2015/2016) for $788,605. We would like to have a contract in place as soon as possible and I believe your people are the ones to write the agreement. Do you know the status of the contract?

Thanks!

(b)(6),(b)(7)(C)
Berks County Intermediate Unit #14
Office of Business Services
1111 Commons Blvd.
P.O. Box 16050
Reading, PA 19612-6050
(b)(6),(b)(7)(C)
610-987-8400 (fax)

IMPORTANT/CONFIDENTIAL: *This communication is intended solely for the use of the*

individual or entity to which it is addressed. This e-mail contains information from the Berks County Intermediate Unit that may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately and permanently delete this message including all attachments.

IMPORTANT/CONFIDENTIAL: *This communication is intended solely for the use of the individual or entity to which it is addressed. This e-mail contains information from the Berks County Intermediate Unit that may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately and permanently delete this message including all attachments.*

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that

any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

This message and the attachment(s) are intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any retention, use, dissemination, distribution or copying of this communication including attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or reply to the original message at the above address and then delete all copies of the message.
Thank you.

WD 15-4238 (Rev.-10) was first posted on www.wdol.gov on 05/14/2019

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4238
Revision No.: 10
Date Of Revision: 05/08/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Pennsylvania

Area: Pennsylvania County of Berks

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.03
01012 - Accounting Clerk II		16.87
01013 - Accounting Clerk III		18.87
01020 - Administrative Assistant		26.50
01035 - Court Reporter		22.23
01041 - Customer Service Representative I		13.40
01042 - Customer Service Representative II		15.06
01043 - Customer Service Representative III		16.43
01051 - Data Entry Operator I		15.07
01052 - Data Entry Operator II		16.44
01060 - Dispatcher, Motor Vehicle		20.22
01070 - Document Preparation Clerk		16.67
01090 - Duplicating Machine Operator		16.67
01111 - General Clerk I		13.48
01112 - General Clerk II		14.71
01113 - General Clerk III		16.51
01120 - Housing Referral Assistant		20.67
01141 - Messenger Courier		14.20
01191 - Order Clerk I		16.26
01192 - Order Clerk II		17.74
01261 - Personnel Assistant (Employment) I		17.19
01262 - Personnel Assistant (Employment) II		19.23
01263 - Personnel Assistant (Employment) III		21.43
01270 - Production Control Clerk		22.56
01290 - Rental Clerk		13.12
01300 - Scheduler, Maintenance		16.58
01311 - Secretary I		16.58
01312 - Secretary II		18.55
01313 - Secretary III		20.67

01320 - Service Order Dispatcher	18.07
01410 - Supply Technician	26.50
01420 - Survey Worker	14.90
01460 - Switchboard Operator/Receptionist	13.75
01531 - Travel Clerk I	14.16
01532 - Travel Clerk II	14.97
01533 - Travel Clerk III	15.98
01611 - Word Processor I	15.68
01612 - Word Processor II	17.46
01613 - Word Processor III	19.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.90
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	17.97
05070 - Automotive Worker	17.97
05110 - Mobile Equipment Servicer	16.06
05130 - Motor Equipment Metal Mechanic	19.86
05160 - Motor Equipment Metal Worker	17.97
05190 - Motor Vehicle Mechanic	19.86
05220 - Motor Vehicle Mechanic Helper	15.13
05250 - Motor Vehicle Upholstery Worker	17.05
05280 - Motor Vehicle Wrecker	17.97
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.97
05370 - Tire Repairer	14.93
05400 - Transmission Repair Specialist	19.86
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	14.21
07042 - Cook II	15.90
07070 - Dishwasher	9.16
07130 - Food Service Worker	9.73
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	10.56
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.88
09040 - Furniture Handler	14.47
09080 - Furniture Refinisher	18.88
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.31
09130 - Upholsterer	19.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.70
11060 - Elevator Operator	12.59
11090 - Gardener	15.67
11122 - Housekeeping Aide	12.59
11150 - Janitor	12.59
11210 - Laborer, Grounds Maintenance	12.94
11240 - Maid or Houseman	10.78
11260 - Pruner	12.02
11270 - Tractor Operator	14.76
11330 - Trail Maintenance Worker	12.94
11360 - Window Cleaner	13.56
12000 - Health Occupations	
12010 - Ambulance Driver	14.46
12011 - Breath Alcohol Technician	19.11
12012 - Certified Occupational Therapist Assistant	28.19
12015 - Certified Physical Therapist Assistant	27.44
12020 - Dental Assistant	18.71
12025 - Dental Hygienist	35.37
12030 - EKG Technician	30.78

12035 - Electroneurodiagnostic Technologist		30.78
12040 - Emergency Medical Technician		14.46
12071 - Licensed Practical Nurse I		18.33
12072 - Licensed Practical Nurse II		20.51
12073 - Licensed Practical Nurse III		22.86
12100 - Medical Assistant		15.55
12130 - Medical Laboratory Technician		21.29
12160 - Medical Record Clerk		16.93
12190 - Medical Record Technician		18.56
12195 - Medical Transcriptionist		17.51
12210 - Nuclear Medicine Technologist		42.70
12221 - Nursing Assistant I		12.00
12222 - Nursing Assistant II		13.49
12223 - Nursing Assistant III		14.72
12224 - Nursing Assistant IV		16.52
12235 - Optical Dispenser		19.92
12236 - Optical Technician		18.33
12250 - Pharmacy Technician		13.18
12280 - Phlebotomist		17.80
12305 - Radiologic Technologist		29.26
12311 - Registered Nurse I		25.64
12312 - Registered Nurse II		12.27
12313 - Registered Nurse II, Specialist		38.89
12314 - Registered Nurse III		37.94
12315 - Registered Nurse III, Anesthetist		37.94
12316 - Registered Nurse IV		45.48
12317 - Scheduler (Drug and Alcohol Testing)		25.41
12320 - Substance Abuse Treatment Counselor		22.60
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.58
13012 - Exhibits Specialist II		24.26
13013 - Exhibits Specialist III		29.67
13041 - Illustrator I		19.58
13042 - Illustrator II		24.26
13043 - Illustrator III		29.67
13047 - Librarian		26.86
13050 - Library Aide/Clerk		10.79
13054 - Library Information Technology Systems Administrator		24.26
13058 - Library Technician		16.13
13061 - Media Specialist I		17.50
13062 - Media Specialist II		19.58
13063 - Media Specialist III		21.83
13071 - Photographer I		17.17
13072 - Photographer II		19.67
13073 - Photographer III		23.69
13074 - Photographer IV		28.98
13075 - Photographer V		35.06
13090 - Technical Order Library Clerk		13.55
13110 - Video Teleconference Technician		19.28
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.25
14042 - Computer Operator II		18.18
14043 - Computer Operator III		20.28
14044 - Computer Operator IV		22.53
14045 - Computer Operator V		24.94
14071 - Computer Programmer I	(see 1)	21.66
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	

14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.25
14160 - Personal Computer Support Technician	22.53
14170 - System Support Specialist	28.96
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.05
15020 - Aircrew Training Devices Instructor (Rated)	36.35
15030 - Air Crew Training Devices Instructor (Pilot)	43.58
15050 - Computer Based Training Specialist / Instructor	29.11
15060 - Educational Technologist	34.73
15070 - Flight Instructor (Pilot)	43.58
15080 - Graphic Artist	20.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.58
15086 - Maintenance Test Pilot, Rotary Wing	43.58
15088 - Non-Maintenance Test/Co-Pilot	43.58
15090 - Technical Instructor	26.61
15095 - Technical Instructor/Course Developer	32.55
15110 - Test Proctor	21.48
15120 - Tutor	21.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.96
16030 - Counter Attendant	10.96
16040 - Dry Cleaner	13.83
16070 - Finisher, Flatwork, Machine	10.96
16090 - Presser, Hand	10.96
16110 - Presser, Machine, Drycleaning	10.96
16130 - Presser, Machine, Shirts	10.96
16160 - Presser, Machine, Wearing Apparel, Laundry	10.96
16190 - Sewing Machine Operator	14.82
16220 - Tailor	15.80
16250 - Washer, Machine	11.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.71
19040 - Tool And Die Maker	26.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.53
21030 - Material Coordinator	22.56
21040 - Material Expediter	22.56
21050 - Material Handling Laborer	16.02
21071 - Order Filler	11.70
21080 - Production Line Worker (Food Processing)	18.53
21110 - Shipping Packer	17.77
21130 - Shipping/Receiving Clerk	17.77
21140 - Store Worker I	14.33
21150 - Stock Clerk	17.93
21210 - Tools And Parts Attendant	18.53
21410 - Warehouse Specialist	18.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.41
23019 - Aircraft Logs and Records Technician	23.97
23021 - Aircraft Mechanic I	26.94
23022 - Aircraft Mechanic II	28.41
23023 - Aircraft Mechanic III	29.50
23040 - Aircraft Mechanic Helper	21.80
23050 - Aircraft, Painter	25.66
23060 - Aircraft Servicer	23.97
23070 - Aircraft Survival Flight Equipment Technician	25.66
23080 - Aircraft Worker	25.06
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.06

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.94
23110 - Appliance Mechanic	23.16
23120 - Bicycle Repairer	21.27
23125 - Cable Splicer	34.29
23130 - Carpenter, Maintenance	21.61
23140 - Carpet Layer	24.24
23160 - Electrician, Maintenance	26.09
23181 - Electronics Technician Maintenance I	24.99
23182 - Electronics Technician Maintenance II	26.63
23183 - Electronics Technician Maintenance III	29.30
23260 - Fabric Worker	23.00
23290 - Fire Alarm System Mechanic	26.08
23310 - Fire Extinguisher Repairer	21.67
23311 - Fuel Distribution System Mechanic	26.79
23312 - Fuel Distribution System Operator	21.67
23370 - General Maintenance Worker	20.29
23380 - Ground Support Equipment Mechanic	26.94
23381 - Ground Support Equipment Servicer	23.97
23382 - Ground Support Equipment Worker	25.06
23391 - Gunsmith I	21.67
23392 - Gunsmith II	24.24
23393 - Gunsmith III	26.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.96
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.23
23430 - Heavy Equipment Mechanic	25.71
23440 - Heavy Equipment Operator	23.60
23460 - Instrument Mechanic	26.79
23465 - Laboratory/Shelter Mechanic	25.53
23470 - Laborer	16.02
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	27.11
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	16.47
23591 - Metrology Technician I	26.79
23592 - Metrology Technician II	28.05
23593 - Metrology Technician III	29.34
23640 - Millwright	26.95
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	20.88
23790 - Pipefitter, Maintenance	32.69
23810 - Plumber, Maintenance	31.16
23820 - Pneudraulic Systems Mechanic	26.79
23850 - Rigger	26.79
23870 - Scale Mechanic	24.24
23890 - Sheet-Metal Worker, Maintenance	27.06
23910 - Small Engine Mechanic	19.91
23931 - Telecommunications Mechanic I	26.98
23932 - Telecommunications Mechanic II	28.26
23950 - Telephone Lineman	34.38
23960 - Welder, Combination, Maintenance	20.40
23965 - Well Driller	24.28
23970 - Woodcraft Worker	26.79
23980 - Woodworker	21.67
24000 - Personal Needs Occupations	
24550 - Case Manager	17.23
24570 - Child Care Attendant	11.43
24580 - Child Care Center Clerk	16.23
24610 - Chore Aide	11.47

24620 - Family Readiness And Support Services Coordinator	17.23
24630 - Homemaker	17.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.46
25040 - Sewage Plant Operator	23.04
25070 - Stationary Engineer	25.46
25190 - Ventilation Equipment Tender	19.39
25210 - Water Treatment Plant Operator	23.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.28
27007 - Baggage Inspector	12.58
27008 - Corrections Officer	22.18
27010 - Court Security Officer	22.18
27030 - Detection Dog Handler	16.29
27040 - Detention Officer	22.18
27070 - Firefighter	20.45
27101 - Guard I	12.58
27102 - Guard II	16.29
27131 - Police Officer I	28.64
27132 - Police Officer II	31.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.24
28042 - Carnival Equipment Repairer	11.93
28043 - Carnival Worker	9.15
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.86
28350 - Park Attendant (Aide)	15.57
28510 - Recreation Aide/Health Facility Attendant	11.37
28515 - Recreation Specialist	16.87
28630 - Sports Official	11.86
28690 - Swimming Pool Operator	18.30
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.24
29020 - Hatch Tender	24.24
29030 - Line Handler	24.24
29041 - Stevedore I	23.00
29042 - Stevedore II	25.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.01
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.97
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.90
30021 - Archeological Technician I	17.08
30022 - Archeological Technician II	19.39
30023 - Archeological Technician III	23.67
30030 - Cartographic Technician	23.67
30040 - Civil Engineering Technician	29.83
30051 - Cryogenic Technician I	26.21
30052 - Cryogenic Technician II	28.95
30061 - Drafter/CAD Operator I	17.08
30062 - Drafter/CAD Operator II	19.11
30063 - Drafter/CAD Operator III	21.30
30064 - Drafter/CAD Operator IV	26.21
30081 - Engineering Technician I	16.36
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.49
30085 - Engineering Technician V	31.16
30086 - Engineering Technician VI	37.70
30090 - Environmental Technician	24.75
30095 - Evidence Control Specialist	23.67

30210 - Laboratory Technician		23.43
30221 - Latent Fingerprint Technician I		26.21
30222 - Latent Fingerprint Technician II		28.95
30240 - Mathematical Technician		23.67
30361 - Paralegal/Legal Assistant I		19.65
30362 - Paralegal/Legal Assistant II		24.61
30363 - Paralegal/Legal Assistant III		30.11
30364 - Paralegal/Legal Assistant IV		36.43
30375 - Petroleum Supply Specialist		28.95
30390 - Photo-Optics Technician		23.67
30395 - Radiation Control Technician		28.95
30461 - Technical Writer I		22.98
30462 - Technical Writer II		28.11
30463 - Technical Writer III		34.01
30491 - Unexploded Ordnance (UXO) Technician I		26.70
30492 - Unexploded Ordnance (UXO) Technician II		32.30
30493 - Unexploded Ordnance (UXO) Technician III		38.72
30494 - Unexploded (UXO) Safety Escort		26.70
30495 - Unexploded (UXO) Sweep Personnel		26.70
30501 - Weather Forecaster I		26.21
30502 - Weather Forecaster II		31.88
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.30
30621 - Weather Observer, Senior	(see 2)	23.67
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		32.30
31020 - Bus Aide		16.99
31030 - Bus Driver		21.83
31043 - Driver Courier		14.56
31260 - Parking and Lot Attendant		11.54
31290 - Shuttle Bus Driver		15.49
31310 - Taxi Driver		13.74
31361 - Truckdriver, Light		15.49
31362 - Truckdriver, Medium		18.05
31363 - Truckdriver, Heavy		23.21
31364 - Truckdriver, Tractor-Trailer		23.21
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.75
99030 - Cashier		9.43
99050 - Desk Clerk		11.11
99095 - Embalmer		29.93
99130 - Flight Follower		26.70
99251 - Laboratory Animal Caretaker I		12.74
99252 - Laboratory Animal Caretaker II		13.53
99260 - Marketing Analyst		27.18
99310 - Mortician		29.93
99410 - Pest Controller		21.24
99510 - Photofinishing Worker		13.26
99710 - Recycling Laborer		16.98
99711 - Recycling Specialist		19.36
99730 - Refuse Collector		15.76
99810 - Sales Clerk		12.47
99820 - School Crossing Guard		12.47
99830 - Survey Party Chief		27.78
99831 - Surveying Aide		19.02
99832 - Surveying Technician		24.49
99840 - Vending Machine Attendant		19.11
99841 - Vending Machine Repairer		22.48
99842 - Vending Machine Repairer Helper		19.11

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $4.48 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of $4. 18 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR Part 541. (See 29 CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) 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 (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).