



OIDO REVIEW

CBP Medical Support Contract for Southwest Border and Tucson

OIDO-23-008
June 16, 2023



OIDO is an independent
office within the Department
of Homeland Security.



June 16, 2023

MEMORANDUM FOR: Troy A. Miller
Acting Commissioner
U.S. Customs and Border Protection

FROM: David D. Gersten DAVID D
Acting Ombudsman GERSTEN Digitally signed by DAVID D
Office of the Immigration Detention Ombudsman GERSTEN
Date: 2023.06.16 14:44:07 -04'00'

SUBJECT: OIDO-23-008
Medical Support Contract for Southwest Border and Tucson

Attached is the Office of the Immigration Detention Ombudsman's final report based on its evaluation of the U.S. Customs and Border Protection (CBP) contract with Loyal Source Government Services, LLC (LSGS) dated September 30, 2020, to provide frontline medical services, medical logistics support, and medical quality management to ports of entry (POEs) and U.S. Border Patrol (USBP) stations along the Southwest Border. OIDO reviewed the contractor's performance from November 2021 to April 2022 to assess compliance with contract terms. Specifically, OIDO focused on program plans at all CBP locations on the Southwest Border, as well as staffing levels, financial invoicing, and background checks for 13 medical units at Tucson POEs and USBP stations.

The report contains four recommendations aimed at improving CBP's oversight of the medical services contract and LSGS's compliance with contract terms.

Attachment



**OIDO EVALUATION
OF
U.S. CUSTOMS AND BORDER PROTECTION MEDICAL SUPPORT CONTRACT
Southwest Border and Tucson**

The Office of the Immigration Detention Ombudsman (OIDO) conducted an evaluation of the medical support contract between U.S. Customs and Border Protection and Loyal Source Government Services, LLC (LSGS) dated September 30, 2020. LSGS was contracted to provide front-line medical services, medical logistics support, and medical quality management to ports of entry and U.S. Border Patrol stations along the Southwest Border of the United States. OIDO's evaluation scope included the contractor's performance in four areas over the six-month period of November 2021 to April 2022: contract program plans for the Southwest Border, as well as itemization and accuracy of financial invoices, background checks, and staffing at Tucson medical unit locations.

OIDO found the contractor's performance to be compliant with contract terms except in the areas of medical staffing and accuracy of financial invoices. Specifically, medical staffing levels at Tucson medical units did not meet contract requirements. In addition, while the contractor's financial invoices were itemized according to contract terms, they were not fully reviewed for accuracy. For several employees, the contractor incorrectly billed for overtime and double time hours.

OIDO made four recommendations aimed at improving CBP's oversight of the medical services contract and LSGS's compliance with contract terms.

Table of Contents

Introduction.....	3
Background.....	3
Objective, Scope, and Methodology.....	5
Results of Inspection.....	6
A. Review of Medical Contract Program Plans on Southwest Border.....	6
i. Areas of Compliance.....	6
B. Review of Tucson Medical Units.....	8
i. Areas of Compliance.....	8
ii. Areas of Non-Compliance.....	9
Conclusion.....	14
Recommendations.....	14
Response from Component and OIDO Analysis.....	15
Appendix A.....	17
Appendix B.....	19
Appendix C.....	26

Introduction

Pursuant to its statutory responsibilities, the Department of Homeland Security (DHS) Office of the Immigration Detention Ombudsman (OIDO) Detention Oversight Division conducts independent, objective, and credible evaluations of U.S. Customs and Border Protection (CBP) contracts. OIDO reviews, examines, and makes recommendations to address concerns with or violations of contract terms.

OIDO performed an evaluation of CBP's \$327,609,067.66 mix (hybrid) time-and-material (T&M) with firm fixed price task order number 70B03C20F00001383 (hereinafter referred to as the medical support contract) with Loyal Source Government Services, LLC (LSGS) signed on September 30, 2020.¹ OIDO's evaluation focused on four areas of review, one related to the Southwest Border broadly and three related to Tucson medical units specifically, over the performance period of November 2021 through April 2022. First, OIDO reviewed four contract program plans for medical units across the Southwest Border. Second, OIDO reviewed staffing, financial invoices, and background checks at Tucson medical units.

Background

CBP's Office of Field Operations (OFO) conducts immigration and customs inspections of all travelers and cargo entering the U.S. at 328 ports of entry (POEs) throughout the United States, and CBP's U.S. Border Patrol (USBP) secures U.S. borders between the POEs, detecting and apprehending individuals who have illegally entered the United States. USBP organizes its activities under a structure of 20 Border Patrol Sectors.²

Contractors who provide services and/or equipment to CBP are subject to requirements set forth by contractual provisions. On September 30, 2020, CBP entered into a medical support contract with LSGS to provide front-line medical services, medical logistics support, and medical quality management to POEs and USBP stations along the Southwest Border of the United States. The contract established requirements for the provision of medical services at these locations during the performance period.

Between spring 2021 and May 2022, OIDO conducted numerous site visits and inspections at CBP facilities along the Southwest Border, including inspection of four USBP facilities in the Tucson Sector in April 2022.³ OIDO's observations suggested that there was medical understaffing by LSGS. Based on LSGS data alone, OIDO determined that the overall average staffing for the period reviewed reflected a significant staffing shortage. On July 12, 2022, OIDO published an

¹ OIDO notes that the contract was initially a firm fixed price type and was changed to a mix (hybrid) time-and-material with firm fixed price type on August 1, 2021. The Contract Specialist informed OIDO that one of main reasons for the change is that the contractor was being paid a fixed amount for the required staffing level, however the contractor could not provide the required medical staffing numbers to fill the required shifts.

² See [Border Patrol Sectors | U.S. Customs and Border Protection \(cbp.gov\)](https://www.cbp.gov/border-patrol/sectors).

³ See [OIDO Final Inspection Report - U.S. Border Patrol Tucson Sector Facilities](#).



Ombudsman Alert regarding the shortage of medical personnel at CBP facilities along the United States border in California, Arizona, New Mexico, and Texas.⁴ Medical units and services in this region were provided by LSGS pursuant to a contract signed in September of 2020. The Ombudsman Alert was intended to provide immediate notification of OIDO's observations while OIDO performed a full evaluation of the medical contract.

Since OIDO's publications of the Tucson Final Inspection Report and OIDO Ombudsman Alert, CBP's Office of Accountability Management Inspections Division, Office of Chief Medical Officer (OCMO), and OIDO's Detention Oversight Division, Medical Support Program have collaborated on developing OIDO's inspection program to complement CBP's existing inspection processes. In November 2022, representatives from each office met in El Paso, Texas to discuss this collaboration. This was followed by a subsequent meeting in January 2023 between OCMO and OIDO, where the offices agreed on medical processes and terminology. Future work to develop inspection tools for evaluating quality of services and care are ongoing. OIDO provides the following report in the spirit of furthering these ongoing collaboration efforts.

As noted above, OIDO performed an evaluation of CBP's time and material (T&M) and firm fixed price medical support contract with LSGS. To date, the contract has been modified 43 times with a total contract value of \$382,365,229.55. Modification number 42 effective February 28, 2023, extended the performance period to March 29, 2023.

As of October 6, 2022, CBP operated a total of 83 medical units along the Southwest Border of the United States. These medical units were located at 65 USBP stations and 18 POEs. During the period of OIDO's evaluation, CBP had 13 Tucson medical units, including nine at USBP stations and four at OFO POEs. OIDO focused its review of contractor performance at these locations, which are depicted in the map below.

⁴ See [OIDO Ombudsman Alert - Critical Medical Understaffing at the Border](#).



- | | | |
|---|--|--|
| 1 San Luis Port of Entry
San Luis, AZ | 6 Nogales Border Patrol Station
Nogales, AZ | 11 Willcox Border Patrol Station
Willcox, AZ |
| 2 Lukeville Port of Entry
Lukeville, AZ | 7 Tucson Soft Sided Facility
Tucson, AZ | 12 Douglas Border Patrol Station
Douglas, AZ |
| 3 Ajo Border Patrol Station
Why, AZ | 8 Tucson Coordination Center
Tucson, AZ | 13 Douglas Port of Entry
Douglas, AZ |
| 4 Casa Grande Border Patrol Station
Casa Grande, AZ | 9 Sonoita Border Patrol Station
Sonoita, AZ | |
| 5 Nogales Port of Entry
Nogales, AZ | 10 Brian A. Terry Border Patrol Station
Bisbee, AZ | |

Objective, Scope, and Methodology

OIDO evaluated the CBP medical support contract with LSGS to determine whether the contractor complied with contract terms during the six-month performance period of November 2021 through April 2022. OIDO’s evaluation focused on four areas of review, one related to the Southwest Border broadly and three related to the 13 Tucson medical units, specifically. First, OIDO reviewed four contract program plans for medical units across the Southwest Border. These included the strategic program plan, medical quality management program plan, quality assurance and patient safety management plan, and medical contractor orientation/training plan. Second, OIDO reviewed staffing, financial invoices, and background checks at Tucson medical units.

During its evaluation, OIDO reviewed the following sources: background check documentation, contractor invoices and timesheets, medical staffing plan, and vacancy tracker. OIDO also

reviewed the contract program plans noted above. OIDO conducted its evaluation during the period of April through December 2022.

Results of Inspection

OIDO's evaluation led to the following findings. OIDO found LSGS complied with contract terms for two of the four areas reviewed and partially complied in one area. OIDO determined that LSGS had developed the required program plans. In addition, CBP completed background checks and issued Personal Identity Verification (PIV) cards to contract employees. Finally, LSGS properly itemized financial invoices. However, the contractor was non-compliant in the areas of medical staffing levels and accuracy of financial invoices. OIDO found that Tucson medical units did not meet the staffing levels required by contract. Further, CBP did not review the contractor's financial invoices for accuracy or correctly bill for overtime and double time hours for some employees.

A. Review of Medical Contract Program Plans on Southwest Border

i. Areas of Compliance

LSGS Developed Program Plans in Compliance with Contract Terms

According to section 3.5.9 of the Statement of Work (SOW) for the medical support contract, LSGS is required to have the following four plans: strategic program plan, medical quality management program plan, quality assurance and patient safety risk management plan, and CBP medical contractor orientation/training plan. OIDO performed a review to determine if LSGS had developed the required plans in accordance with the contract terms. OIDO reviewed the contractor's medical operations strategic plan dated July 2020 and noted that it included all the required plans.⁵ OIDO reviewed the contents of each program plan and found that all complied with the requirements set forth by the contract, as detailed below.⁶

First, according to the SOW, the strategic program plan must provide a comprehensive guide, including timelines and visuals, to describe processes and activities required for rapidly mobilizing, staffing, and maintaining medical units. It must have all aspects of standing up and managing the units, including, at minimum, timelines and/or schedules for all activities. The plan should also include sections for recruiting, credentialing, human resource, onboarding, customer service, customer communications, scheduling, administration, logistics, and information technology.

OIDO found that the LSGS Strategic Plan included the mission, vision, objectives, and tasks for the medical program. The plan also included the concept of operations and the program management strategy phasing plan, which detailed the different phases of the medical operations program. OIDO found that the plan provided details on the key strategic personnel support, including required qualifications. Furthermore, the strategic plan provided information on

⁵ (July 2020) *CBP Medical Operations Strategic Plan (MOSP)*. Loyal Source Government Services, LLC.

⁶ OIDO only reviewed the above-mentioned contract plans to determine if LSGS had written the plans according to the minimum standards required by the contract terms. OIDO did not perform testing to determine the effectiveness of these plans in performance of the contract.

credentialing, recruiting, human resources, information technology administration, logistics, and onboarding.

Second, according to the SOW, the medical quality management (MQM) program plan must describe the methodology, processes, and policies in place to promote medical quality best practices and clinical competency throughout the program. The MQM plan must also include medical quality performance measures, metrics, dashboards, and reporting. Furthermore, the plan must address the following key MQM elements: licensing/credentialing/privileging; focused professional practice evaluation; ongoing professional practice evaluation; sentinel event review; and process improvement.

OIDO reviewed the LSGS Medical Quality Management Plan and found that it was developed according to the SOW. The MQM plan provided details on the key attributes of the quality management program and the framework for the medical quality management program. The framework included medical quality management, quality assurance, patient safety, and risk management. Also, the MQM plan included descriptions of key personnel, their responsibilities, and required licenses, as well as procedures for all personnel, including performance reviews. Furthermore, the MQM provided information on the key performance areas: quality management, patient safety, risk management, protocols and policies, medical surveillance, and training.

Third, based on the SOW, the quality assurance and patient safety risk management plan should describe how the contractor will monitor, lower, and manage patient safety risks. It should also describe risk management policies that support and promote detainee healthcare policies. Additionally, the plan shall describe how the contractor implements the necessary measures to meet prevailing federal and state patient safety guidelines. Finally, the plan should include subsections to include, at minimum: Infectious Disease Response Plans, Quarantine and Isolation Plan, and Respiratory Protection Plan.

OIDO reviewed the LSGS Quality Assurance and Patient Safety Risk Management Plan and found that the plan included details on day-to-day risk management activities. It provided the key personnel and their responsibilities for patient safety and risk management. Also, the plan provided details on the quality management and risk management structure as well as the policies and procedures for the quality and risk management program, including activity and key performances measures. Furthermore, the plan provided details on infectious disease protocols, including details for each type of infectious disease such as transmission, signs and symptoms, risk of exposure, diagnosis, treatment, prevention, and personal protective equipment needs.

Finally, based on the SOW, the contractor must have a contractor orientation/training plan that includes courses to give contract employees the information needed to perform the CBP medical service requirements. Contractor training must include but not be limited to teaching manuals, medical and policy-related documents, information on the scope of practice, and training and reporting requirements.

OIDO reviewed the LSGS Contractor Orientation/Training Plan and found that it included procedures for onboarding, including staff orientation, 90-day retention plan, performance review metrics, position descriptions and requirements, human resource system instructions, payroll system instructions, new team member orientation checklist, scope of practice, personnel policies

and procedures, problem and conflict resolution, employee disciplinary processes, employee counseling, travel procedures, training, and performance management. The contractor also had a checklist for medical unit orientation that employees and trainers were required to complete.

B. Review of Tucson Medical Units

i. Areas of Compliance

The Contractor Conducted Background Checks and Issued Personal Identity Verification Cards for each Employee

Based on section 21.2 of the SOW for the medical support contract, contract employees⁷ must undergo a position sensitivity analysis based on the duties that will be performed to identify the appropriate background investigation to be conducted. Background investigations will be processed through the USBP Sector Personnel Security Coordinator. OIDO performed testing to determine if contract employees received background checks and were issued government PIV cards.

The evaluation universe included medical contract employees at Tucson medical units with billed labor hours during the period of November 2021 through April 2022, for a total of [REDACTED] medical employees. OIDO randomly selected [REDACTED] employees per month from the nine medical units in the Tucson Sector USBP stations and [REDACTED] employees from the four medical units at the Tucson POEs to perform testing. The resulting sample included [REDACTED] employees.

OIDO reviewed a CBP employee tracker,⁸ which reflected that all employees were issued PIV cards. Additionally, OIDO reviewed the background check documentation⁹ for each contract employee in its sample. OIDO found that all employees had a favorable background check conducted before employment.

The Contractor Itemized Financial Invoices According to Contract Terms

According to section 3.5.7 of the SOW for the medical support contract, the contractor is required to provide monthly financial invoices that include an itemized cost for each healthcare practitioner labor category by location with hourly times worked clearly delineated. Invoices should also be sub-divided by both component (OFO and USBP) and regional location (Sector for USBP and Field Office for OFO locations). All invoices should be clearly typed on letterhead.

OIDO performed an evaluation to determine if the contractor's monthly financial invoices were compliant with contract terms. OIDO focused its evaluation on the T&M portion of task order 70B03C20F00001383 because it presents the most risk of mistake or error.¹⁰ Direct labor costs

⁷ The SOW specifies that the term "contract employees" includes applicants, temporary, part-time and replacement employees under the contract needing access to sensitive information.

⁸ MSC Employee Tracker is a spreadsheet tool maintained by CBP to track employee's PIV card issue dates and type of background investigation completed. It also provides the original "Enter on Duty" date for the employees.

⁹ OIDO reviewed copies of the actual employee background checks, which provided details about the testing, searches completed, and results.

¹⁰ Time & Material (T&M) contract costs are billed monthly for costs incurred; as such, there is a risk of mistakes or

and travel costs are billed under the T&M portion of this task order. OIDO only reviewed the direct labor invoices because direct labor costs are the more significant costs for the Tucson medical units under the T&M portion of this task order.¹¹ OIDO reviewed one direct labor invoice for six medical units at USBP stations and six medical units at POEs, for each month, making a total of 12 T&M monthly direct labor invoices for Tucson medical units for the period November 2021 through April 2022.

OIDO found that the contractor issued all invoices on the company's letterhead and each one included an itemized cost for each healthcare practitioner labor category by location with hourly times worked. The invoices were also sub-divided by both components and regional locations. The invoices included the timesheets showing the labor category and daily hours worked for each healthcare practitioner.

ii. Areas of Non-Compliance

The Contractor and the Contracting Officer Representative Did Not Evaluate Fully Financial Invoices for Accuracy

Based on section 16.0 of the SOW, Performance Measures – Service Delivery and Deliverables for the medical support contract, invoices should be evaluated for clarity, accuracy, and timeliness. OIDO performed an evaluation for accuracy of all the contractor's T&M monthly labor invoices for Tucson medical units for the period November 2021 through April 2022. As noted above, OIDO found that the invoices were itemized according to contract terms.

To determine accuracy of the financial invoices, OIDO reconciled the monthly invoice amount to the total monthly labor summary amount for the period November 2021 through April 2022. OIDO noted one exception with the reconciliation for February 2022 for the medical units at USBP stations. The invoice amount did not reconcile to the monthly labor summary total. The total amount on invoice number [REDACTED] TCA dated February 28, 2022, was \$ [REDACTED], and the total monthly labor summary amount for February 2022 was \$ [REDACTED]. Therefore, the total invoice amount and total monthly labor summary amount had a difference of \$ [REDACTED].

On December 15, 2022, OIDO asked CBP for an explanation about the difference. The CBP Office of Professional Responsibility explained that there was a glitch in the LSGS system, and therefore, the invoice did not populate to bill for the services rendered by the nurse. Upon being made aware of the glitch, the Contracting Officer requested that the contractor amend the original invoice to reflect the payment for the nurse. The Contracting Officer Representative (COR) worked with the contractor to approve the amended invoice. The amended invoice for February 2022 was processed for the amended amount of \$ [REDACTED].

OIDO reviewed a copy of the amended invoice number [REDACTED] in the amount of \$ [REDACTED].

errors in billing as opposed to firm fixed price billings, which are not subject to adjustment based on contractor cost in performing services.

¹¹ Direct labor invoices are the invoices billed for labor costs for the contractor personnel providing actual medical services to detainees. [REDACTED]

OIDO found that the amended invoice was dated December 22, 2022, though the reconciliation issue OIDO found was for February 2022. This invoice was only amended after OIDO requested an explanation of the difference between the invoice amount and the monthly labor summary amount. As such, OIDO notes that this invoice had not been accurately reconciled to the monthly labor summary when it was billed.

Medical Staffing Levels at Tucson Medical Units Did Not Meet Contract Requirements

According to section 3.5.6 of the SOW for the medical support contract, "Onsite staff for each site location are expected to maintain a 95 percent adherence to schedule. Certain locations may tolerate a lower (for instance, 90 percent) adherence to schedule at the discretion of the COR and/or USBP National Medical Program Manager based on upon constraints and operational shifts" (pg. 10). OIDO notes that CBP developed the staffing plan for the medical units on the U.S. southwest border. The medical staffing plan details the operational hours for each medical unit and the required number of providers and support staff by location.

OIDO performed an evaluation to determine if LSGS adhered to the staffing requirements per the medical staffing plan for the period of November 2021 to April 2022. OIDO reviewed the medical staffing plan for Tucson medical units.¹² OIDO compared the required number of providers and support staff based on the medical staffing plan to the actual number of providers and support staff working at each location, as detailed in the LSGS vacancy tracker.¹³

OIDO found significant differences between the required medical staff and the actual medical staff working at each location, suggesting high rates of understaffing. At this point in its review, OIDO increased the evaluation scope by extending the period of performance under review through October 2022. This extension allowed OIDO to determine whether there had been any improvement in staffing after the initial evaluation period reviewed.

OIDO calculated the staffing percentage by location and the average staffing percentage for all the Tucson medical units. OIDO found that the average medical staffing for all Tucson medical units during the period of November 2021 to October 2022 was between ■ and ■ percent of the staffing plan (*See Figures 1 and 2*). Appendix A provides details of OIDO's staffing percentage calculations.

¹² OIDO reviewed the Office of Chief Medical Officer (OCMO) Med Plan Laydown provided by CBP (staffing plan), which details the number of provider and support staff required by location during the operational hours.

¹³ LSGS vacancy tracker is a spreadsheet tool that the contractor provides to CBP, which details the actual number of provider and support staff per week by location, the number of shifts filled, and the percentage of shifts filled.

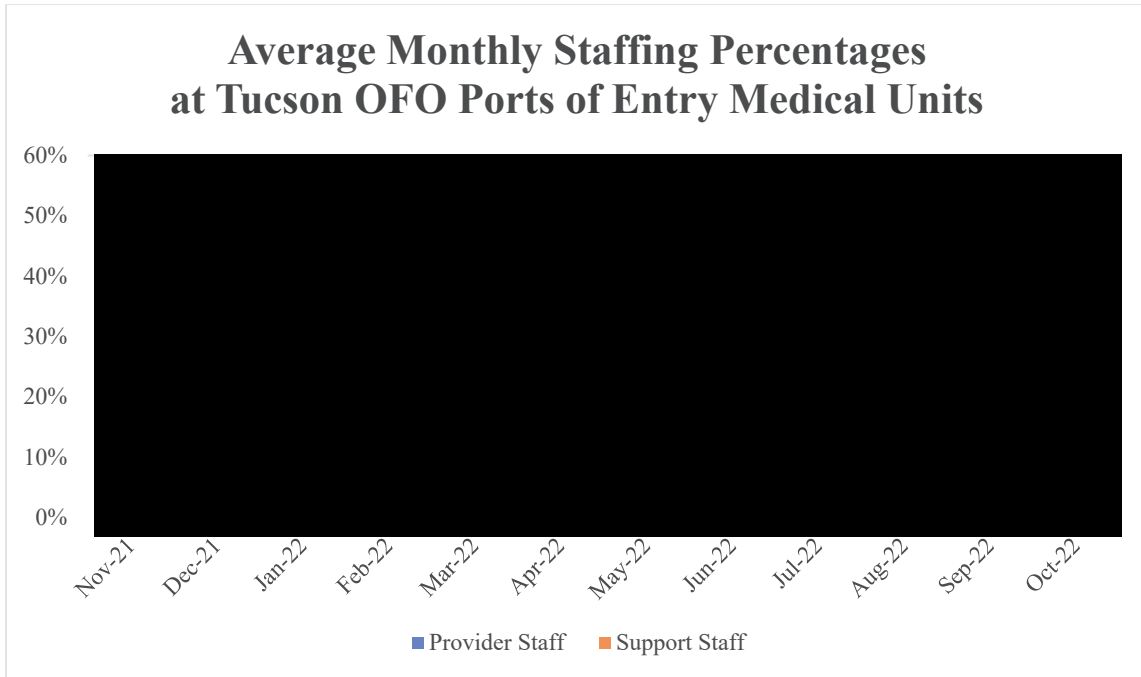


Figure 1. Average Monthly Staffing Percentages at Tucson OFO Ports of Entry Medical Units

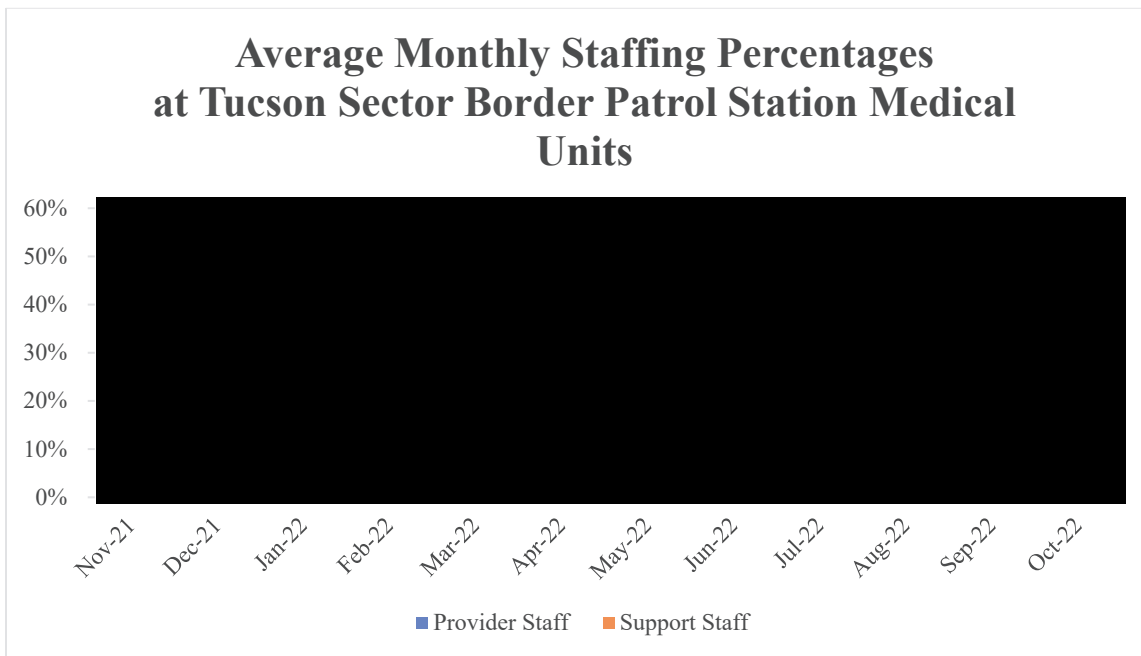


Figure 2. Average Monthly Staffing Percentages at Tucson Sector Border Patrol Station Medical Units

Based on the [REDACTED] staffing levels noted above, OIDO reviewed LSGS vacancy tracker for the percentage of shifts filled with the available staff by medical unit location. Then OIDO calculated the monthly average percentage of shifts filled for Tucson USBP stations and Tucson POEs. OIDO found that the percentage of shifts filled, calculated as a monthly average, for all

Tucson medical units during the period of November 2021 to October 2022 ranged from [REDACTED] and [REDACTED] percent (See Figure 3). Over the entire year from November 2021 to October 2022, the total average percentage of shifts filled was [REDACTED] percent for Tucson USBP stations and [REDACTED] percent for Tucson POEs.

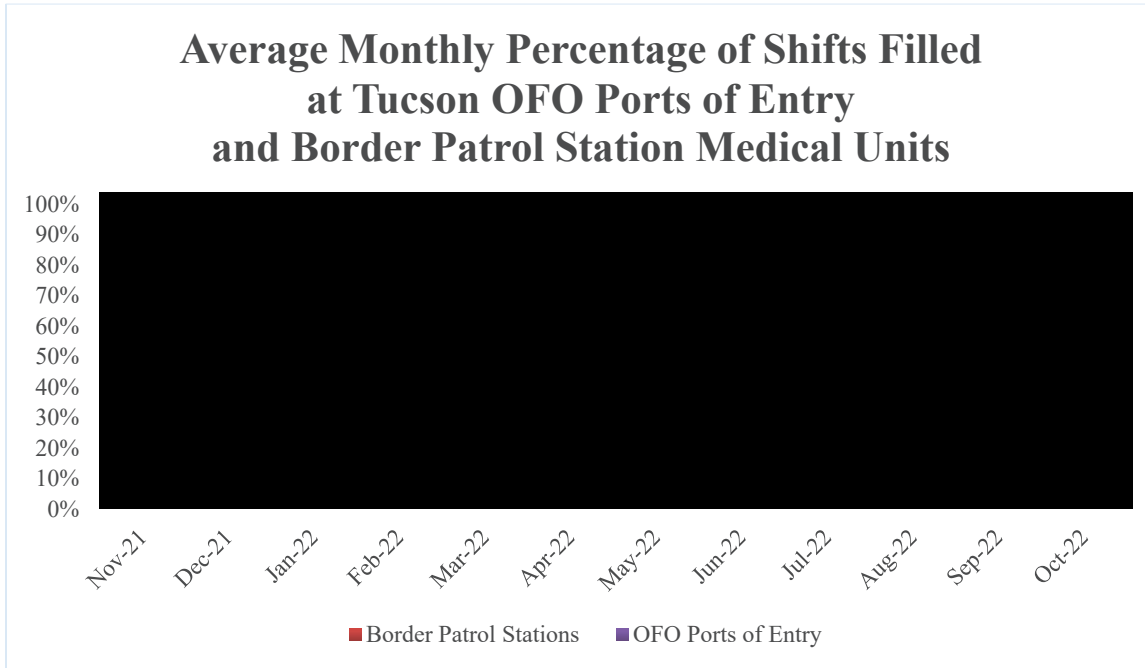


Figure 3. Average Monthly Percentage of Shifts Filled at Tucson OFO Ports of Entry and Border Patrol Station Medical Units

The CBP Contract Specialist for task order number 70B03C20F00001383 reported that LSGS had faced challenges in maintaining the staffing levels because LSGS faces strong competition for medical personnel from outside markets, prospective medical personnel have not been able to pass the federal background check, and there has been a general shortage of medical personnel, most especially in the remote POEs and USBP stations. Additionally, there is a lengthy background investigation process for prospective new employees. This background investigation can exceed eight weeks and therefore, impacts the entry on duty for new employees. OIDO notes that the Contract Discrepancy Report (CDR) included at the end of the SOW allows for penalties. Also, the contract termination clause, FAR 52.212.4, is incorporated in the award document. OIDO also notes that subcontracting is addressed in the SOW section 19.2 and in some Federal Acquisition Regulations (FAR) clauses incorporated by reference in the contract award document.

Several Medical Contract Employees Worked Large Amounts of Consecutive Days with Overtime and Double Time Hours

As noted above, OIDO found that Tucson medical units were understaffed during the period of November 2021 to October 2022. As such, OIDO also performed a review of staff timesheets and work schedules to see if contract employees worked more days and/or longer hours to fill the shifts and compensate for low staffing numbers. According to LSGS’s employee scheduling policy dated

October 2021, the maximum allowable continuation of hours worked is 16 hours within a 24-hour period. 24-hour shifts are not authorized.¹⁴

OIDO reviewed the employee timesheets to determine if employees adhered to the employee scheduling policy as it pertained to hours worked per shift. OIDO reviewed timesheets for a total of [REDACTED] medical employees with billed labor hours in the Tucson POEs and USBP stations for the period November 2021 through April 2022. OIDO found that the employees complied with the maximum number of hours worked per shift as specified in the LSGS employee scheduling policy. However, while the employee scheduling policy did not state how many consecutive days a medical employee could work without a day of rest, OIDO found that several contract employees worked for more than six consecutive days without a day of rest.

Specifically, [REDACTED] contract employees worked more than [REDACTED] consecutive days without a day of rest that included overtime and double time hours on [REDACTED] separate occasions. OIDO found that when employees worked these schedules, their average overtime hours were [REDACTED] hours. For example, [REDACTED] employee worked a schedule that included more than [REDACTED] consecutive days before a day off in [REDACTED] of the [REDACTED] months reviewed. One month, this employee worked [REDACTED] or more hours per day for [REDACTED] consecutive days. In another instance, an employee worked as many as [REDACTED] consecutive days before a day of rest. The details of these [REDACTED] employees' work hours and schedules are described in Appendix B. These work schedules of consecutive days with overtime and/or double time hours for medical personnel at Tucson medical units could jeopardize the health and safety of individuals in CBP custody. As noted by the Agency for Healthcare Research and Quality, health care workers are increasingly at risk for "burnout," which leads to poorer outcomes, including an increased risk of medical errors. Long work hours are a contributing factor to "burnout."¹⁵

OIDO notes that LSGS recently implemented a new attendance and schedule policy¹⁶ dated November 1, 2022, which contains the same requirements related to the number of hours authorized per shift as the prior LSGS employee scheduling policy from October 2021, but now includes a statement that no more than six consecutive days may be worked without a day of rest.

Overtime Hours and Double Time Hours were Incorrectly Coded in the Contractor's Payroll System

During its review of the employee timesheets provided with the invoices for the billed labor costs, OIDO found that overtime and double time hours were accumulated differently by employee. For example, some employees accrued overtime hours after eight hours of work and double time hours after 12 hours of work. In other cases, employees accrued overtime hours only after 40 hours of work per week.

CBP initially reported that overtime and double time hours were paid in accordance with state and

¹⁴ (October 2021). *Scheduling, Callout and Swap Policies and Procedures* [Memorandum]. Loyal Source Government Services.

¹⁵ Yellowless, P. and Rea, M. (September 27, 2022). *Burnout*. Agency for Healthcare Research and Quality. [Burnout | PSNet \(ahrq.gov\)](https://psnet.ahrq.gov).

¹⁶ (November 1, 2022). *CBP Attendance and Schedule Policy*. Loyal Source Government Services. The policy notes that its purpose is to ensure all LSGS field employees for the CBP Medical Services Contract adhere to scheduling processes and procedures as outlined.

federal labor laws and that the rules for the accrued hours were based on California state labor law. However, when OIDO noted that that all employees in its review worked in Tucson, Arizona, LSGS performed an analysis of their accounting system for Arizona and California overtime and double time hours and found that these hours had been incorrectly coded in the payroll system for a few employees who worked between the two states. As a result of this analysis, LSGS determined that it owed CBP a total refund of \$ [REDACTED] for incorrectly billed overtime and double time hours. This amount included \$ [REDACTED] for incorrect billings in the Tucson Sector and \$ [REDACTED] for incorrect billings in the Yuma Sector.

LSGS stated that this type of error was due to the timing of an employee's move [REDACTED] [REDACTED] and delays in updating the payroll system to reflect the correct state and overtime regulations. In addition, some employees may be working between the two states. Generally, laws, rules, and regulations governing labor and employment matters such as hours worked, wages, and overtime, can vary from state to state. OIDO notes that the contractor does not have proper internal controls to ensure that the payroll system is updated with the correct overtime regulations as employees move from one state to another.

Conclusion

OIDO's evaluation led to several findings. LSGS was compliant with contract terms for some of the areas reviewed: background checks and strategic and medical program plans. However, OIDO found two issues with invoices and deficiencies in staffing levels. Invoices were not fully reviewed by the contractor and CBP for accuracy, and overtime and double time hours were incorrectly billed for some employees. Also, medical operations at Tucson medical units were significantly understaffed. It is essential that LSGS comply with contract terms to ensure the health and safety of individuals in CBP custody.

Recommendations

Recommendation 1: To ensure that CBP Senior Leadership is aware of current staffing levels on the medical contract, a CBP employee with oversight over the contract performance should be required to notify Senior Leadership staff when medical staffing levels falls below a certain percentage monthly.

Recommendation 2: To ensure more oversight over the medical contract, CBP should consider performing an annual internal review of the full contract to determine the contractor's compliance with contract terms.

Recommendation 3: To ensure the accuracy of financial invoices, designated CBP staff should reconcile the contractor's monthly billed invoices to the supporting documentation before payment. For example, the billed direct labor invoices should be reconciled to the contractor's monthly labor summary and employee timesheets. This reconciliation should be documented and kept with the respective invoice files. The contractor should also perform a reconciliation of financial invoices to the supporting documentation before submission to CBP for payment. A reconciliation of billed invoices to the supporting documentation will ensure that there are no discrepancies between contract costs incurred and costs billed.

Recommendation 4: To ensure correct billing of overtime and double time hours, the contractor should develop and implement internal controls for the payroll system so that employee hours and wages are processed in accordance with all applicable state laws, rules, and regulations. A contract staffer should be given the responsibility of oversight on overtime and double time regulations in the payroll system. Additionally, for this current medical contract, the contractor should perform a full review of all overtime and double time hours billed for all medical unit locations for the full period of performance to ensure that overtime and double time hours were correctly billed based on the applicable state and federal laws.

Response from Component and OIDO Analysis

[Note: This section includes the component's response to OIDO's recommendations and has been withheld entirely from publication in part due to restrictions on Customs and Border Protection's ability to comment on contractor performance outside of specified policies and procedures governing government contracts.]

Appendix A

The tables below illustrate OIDO’s calculation of average monthly staffing percentages. OIDO provides these examples for two months: November 2021 and October 2022.

Medical Staffing Review - November 2021											
Week Ending	Sector	Location	Medical Unit (MU) Hours of Operation	Staffing Plan Requirement for Provider Staff	Actual/Current Provider Staff	Difference	Percentage Staffed - Provider	Staffing Plan Requirement for Support Staff (including LVNs)	Actual/Current Support Staff	Difference	Percentage Staffed - Support
11/24/2021	Tucson Field Office-TCA	Douglas POE	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson Field Office-ELC	San Luis POE	■	■	■	■	■	■	■	■	■
Tucson Field Office Average							■				■
11/24/2021	Tucson	Tucson Coordination Center	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Tucson SSF	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Nogales BPS	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Douglas BPS	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Sonoita BPS	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Casa Granda BPS	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Naco BPS	■	■	■	■	■	■	■	■	■
11/24/2021	Tucson	Ajo BPS	■	■	■	■	■	■	■	■	■
Tucson CBP Sector Average							■				■

Figure 4. Average Staffing Percentage for November 2021 at Tucson Sector Border Patrol Stations and Ports of Entry Medical Unit

Medical Staffing Review - October 2022											
Week Ending	Sector	Location	Medical Unit (MU) Hours of Operation	Staffing Plan Requirement for Provider Staff	Actual/Current Provider Staff	Difference	Percentage Staffed - Provider	Staffing Plan Requirement for Support Staff (including LVNs)	Actual/Current Support Staff	Difference	Percentage Staffed - Support
10/4/2022	Tucson	Tucson Coordination Center & LVN-TCC	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Tucson SSF	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Nogales BPS	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Douglas BPS	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Sonoita BPS	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Willcox BPS	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Casa Grande	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Naco BPS	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson	Ajo BPS	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Tucson Coordination Center & LVN-TCC	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Tucson SSF	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Nogales BPS	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Douglas BPS	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Sonoita BPS	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Willcox BPS	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Casa Grande	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Naco BPS	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson	Ajo BPS	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Tucson Coordination Center & LVN-TCC	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Tucson SSF	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Nogales BPS	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Douglas BPS	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Sonoita BPS	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Willcox BPS	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Casa Grande	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Naco BPS	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson	Ajo BPS	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Tucson Coordination Center & LVN-TCC	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Tucson SSF	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Nogales BPS	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Douglas BPS	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Sonoita BPS	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Willcox BPS	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Casa Grande	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Naco BPS	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson	Ajo BPS	█	█	█	█	█	█	█	█	█
Tucson CBP Sector Average							█				█
10/4/2022	Tucson Field Office-TCA	Douglas POE	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson Field Office-TCA	Nogales POE	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson Field Office-TCA	Lukeville POE	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson Field Office-TCA	Douglas POE	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson Field Office-TCA	Nogales POE	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson Field Office-TCA	Lukeville POE	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson Field Office-TCA	Douglas POE	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson Field Office-TCA	Nogales POE	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson Field Office-TCA	Lukeville POE	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson Field Office-TCA	Douglas POE	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson Field Office-TCA	Nogales POE	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson Field Office-TCA	Lukeville POE	█	█	█	█	█	█	█	█	█
10/4/2022	Tucson Field Office-YUMA	San Luis POE	█	█	█	█	█	█	█	█	█
10/13/2022	Tucson Field Office-YUMA	San Luis POE	█	█	█	█	█	█	█	█	█
10/20/2022	Tucson Field Office-YUMA	San Luis POE	█	█	█	█	█	█	█	█	█
10/27/2022	Tucson Field Office-YUMA	San Luis POE	█	█	█	█	█	█	█	█	█
Tucson Field Office Average							█				█

Figure 5. Average Staffing for October 2022 at Tucson Sector Border Patrol Stations and Ports of Entry Medical Units

Appendix B

First, Employee “A”, a Nurse Practitioner, worked for [REDACTED] or more consecutive days before a day of rest for [REDACTED] out of the [REDACTED] months under review; in [REDACTED] month working this schedule of [REDACTED] or more consecutive days [REDACTED]. The only exception was the month of February 2022. For those [REDACTED] months, this employee worked a total of [REDACTED] regular, [REDACTED] overtime, and [REDACTED] double time hours.

Specifically, from November [REDACTED], 2021, Employee “A” worked [REDACTED] hours or more per day for [REDACTED] consecutive days. This work schedule totaled [REDACTED] hours in a seven-day period and [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of November 2021, including [REDACTED] overtime and [REDACTED] double time hours (*See Figure 6*).



Figure 6. Hours and Type of Hours Worked by Employee A, a Nurse Practitioner, in November 2021

From December [REDACTED] 2021, Employee “A” worked [REDACTED] hours per day for [REDACTED] consecutive days. This work schedule totaled [REDACTED] hours in a [REDACTED]-day period and [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of December 2021, including [REDACTED] overtime hours (*See Figure 7*).

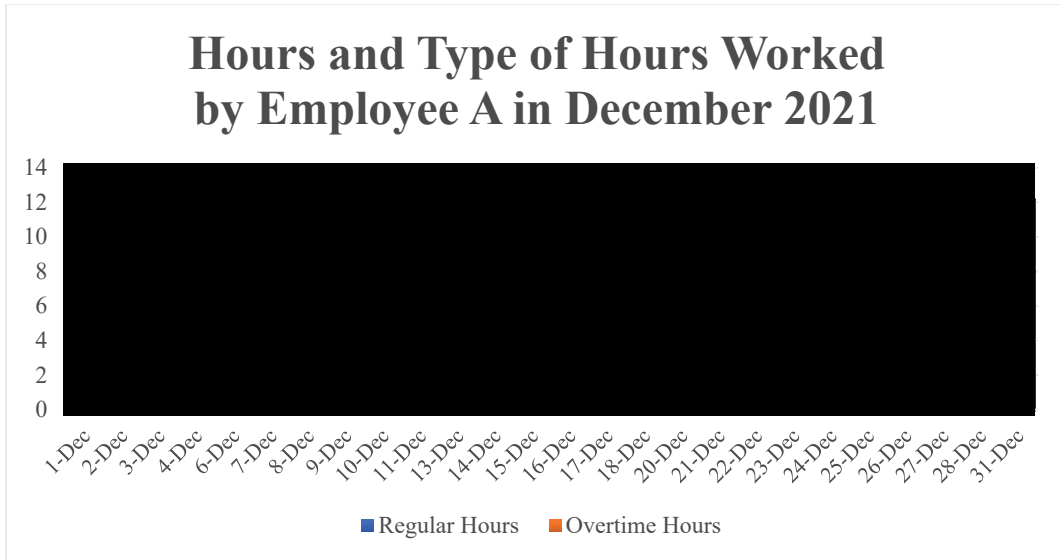


Figure 7. Hours and Type of Hours Worked by Employee A, a Nurse Practitioner, in December 2021

From January [REDACTED], 2021, Employee “A” worked for [REDACTED] consecutive days. The employee worked [REDACTED] or more hours for [REDACTED] days and [REDACTED] hours for [REDACTED] day. This work schedule totaled [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of January 2022, including [REDACTED] overtime and [REDACTED] double time hours (See Figure 8).

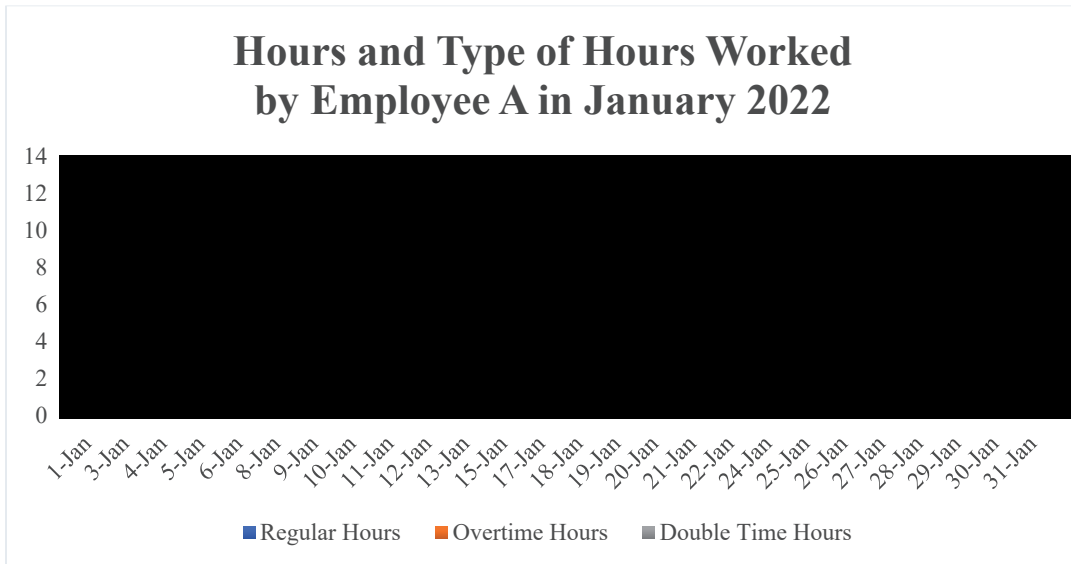


Figure 8. Hours and Type of Hours Worked by Employee A, a Nurse Practitioner, in January 2022

From March [REDACTED], 2022, Employee “A” worked [REDACTED] hours or more per day for [REDACTED] consecutive days, totaling [REDACTED] hours during this [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days during the month of March 2022, including [REDACTED] overtime and [REDACTED] double time hours (See Figure 9).



Figure 9. Hours and Type of Hours Worked by Employee A, a Nurse Practitioner, in March 2022

Finally, from April [REDACTED], 2022, Employee “A” worked [REDACTED] hours or more per day for [REDACTED] consecutive days, totaling [REDACTED] hours. The employee also worked [REDACTED] hours or more per day for an additional [REDACTED] consecutive days from April [REDACTED], 2022, totaling [REDACTED] hours over these [REDACTED] days. In total, this employee worked [REDACTED] hours over [REDACTED] days for the month of April 2022, including [REDACTED] overtime and [REDACTED] double time hours (See Figure 10).



Figure 10. Hours and Type of Hours Worked by Employee A, a Nurse Practitioner, in April 2022

From November [REDACTED], 2021, Employee “B”, a Certified Nursing Assistant, worked for [REDACTED] consecutive days before a day of rest. This work schedule totaled [REDACTED] hours in a [REDACTED]-day period and [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of November 2021, including [REDACTED] overtime hours (See Figure 11).

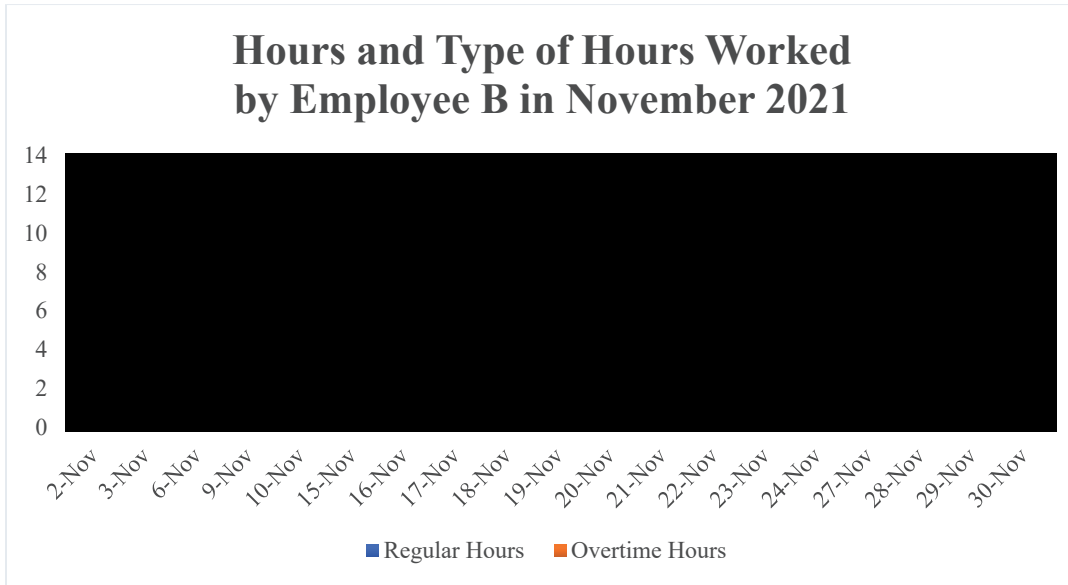


Figure 11. Hours and Type of Hours Worked by Employee B, a Certified Nursing Assistant, in November 2021

From November [REDACTED], 2021, Employee “C”, a Nurse Practitioner, worked for [REDACTED] or more hours for [REDACTED] consecutive days. This work schedule totaled [REDACTED] hours in a seven-day period and [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of November 2021, including [REDACTED] overtime hours (See Figure 12).

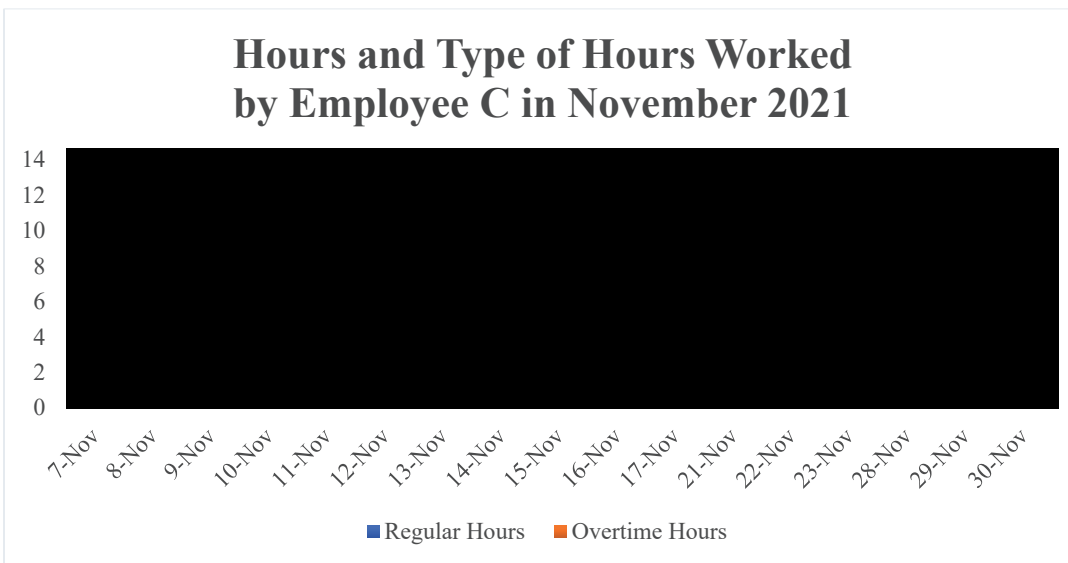


Figure 12. Hours and Type of Hours Worked by Employee C, a Nurse Practitioner, in November 2021

From December [REDACTED], 2021, Employee “D” worked for [REDACTED] consecutive days at [REDACTED] hours per day for [REDACTED] days and [REDACTED] day for [REDACTED] hours, for a total of [REDACTED] hours during the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of December 2021, including [REDACTED] overtime hours.

■■ overtime hours (See Figure 13).



Figure 13. Hours and Type of Hours Worked by Employee D, a Certified Medical Assistant, in December 2021

From January ■■■, 2022, Employee “D”, a Certified Medical Assistant, worked ■■■ consecutive days. This employee worked ■■■ or more hours for ■■■ days and ■■■ hours on an ■■■ day. This work schedule totaled ■■■ hours in a ■■■-day period and ■■■ hours for the ■■■-day period. This employee worked a total of ■■■ hours in ■■■ days for the month of January 2022, including ■■■ overtime hours (See Figure 14).

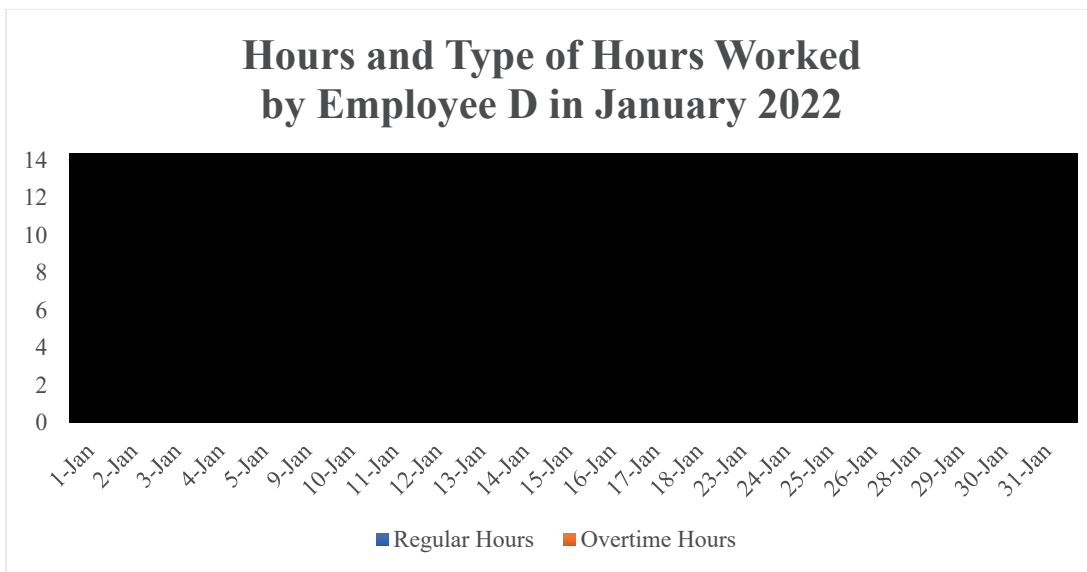


Figure 14. Hours and Type of Hours Worked by Employee D, a Certified Medical Assistant, in January 2022

From December ■■■, 2021, Employee “E”, a Physician Assistant, Employee “E” worked for ■■■ hours per day for ■■■ consecutive days. This work schedule totaled ■■■ hours in a ■■■-day

period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of December 2021, including [REDACTED] overtime hours (See Figure 15).

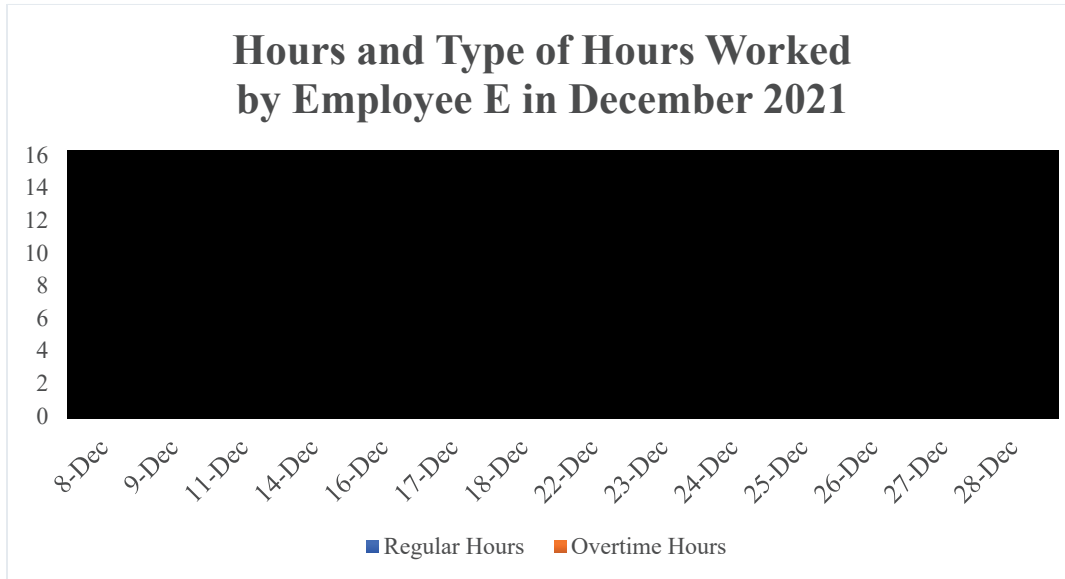


Figure 15. Hours and Type of Hours Worked by Employee E, a Physician Assistant, in December 2021

From December [REDACTED], 2021, Employee “F”, a Nurse Practitioner, worked [REDACTED] hours per day [REDACTED] consecutive days. This work schedule totaled [REDACTED] hours in a [REDACTED]-day period and [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of December 2021, including [REDACTED] overtime hours (See Figure 16).

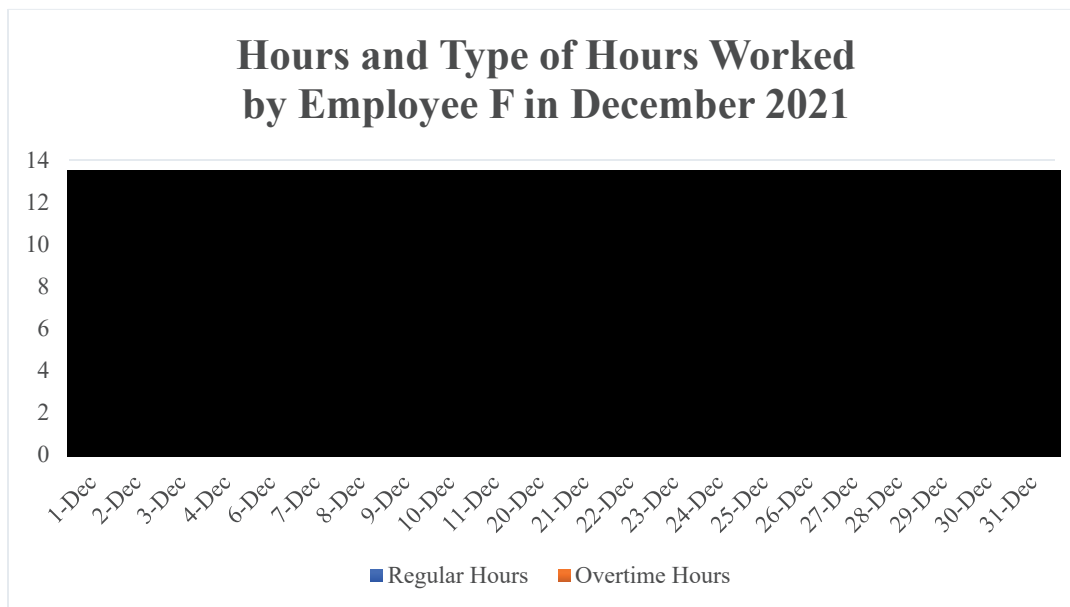


Figure 16. Hours and Type of Hours Worked by Employee F, a Nurse Practitioner, in December 2021

From December [REDACTED], 2021, Employee “G”, a Nurse Practitioner, worked over [REDACTED] hours or more

per day for [REDACTED] consecutive days. This worked schedule totaled [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of December 2021, including [REDACTED] overtime hours (See Figure 17).

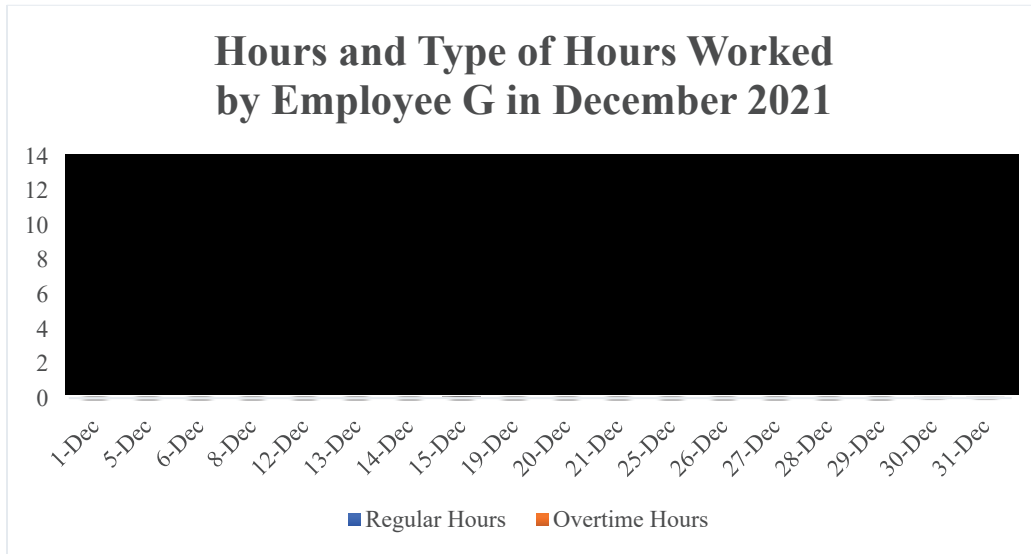


Figure 17. Hours and Type of Hours Worked by Employee G, a Nurse Practitioner, in December 2021

Finally, from January [REDACTED], 2022, Employee “H”, a Certified Medical Assistant, worked [REDACTED] hours or more per day for [REDACTED] consecutive days. This work schedule totaled [REDACTED] hours in a [REDACTED]-day period and [REDACTED] hours for the [REDACTED]-day period. This employee worked a total of [REDACTED] hours in [REDACTED] days for the month of January 2022, including [REDACTED] overtime hours (See Figure 18).

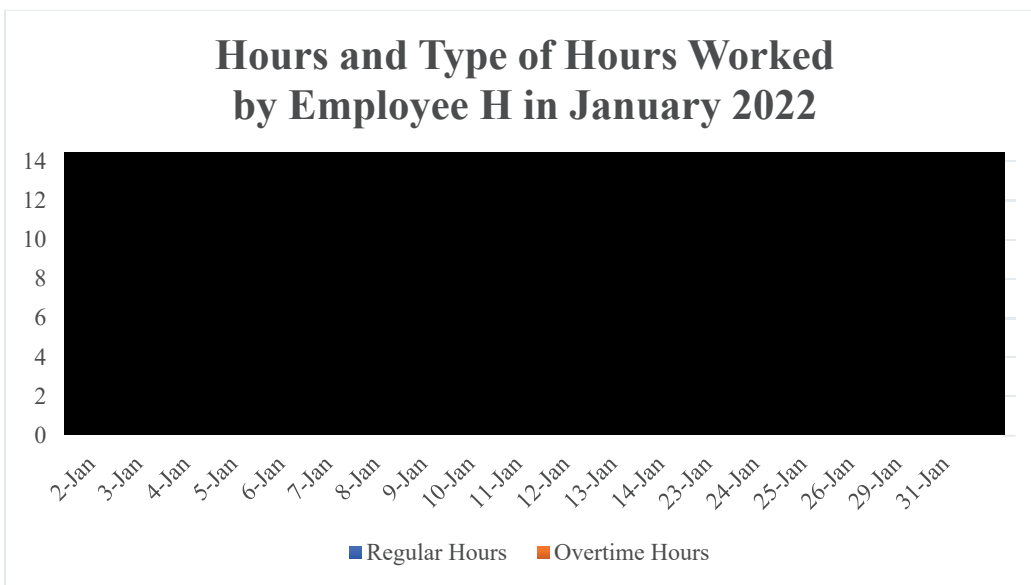


Figure 18. Hours and Type of Hours Worked by Employee H, a Certified Medical Assistant, in January 2022

Appendix C

[Appendix C, which contains the component's response to OIDO's recommendations, has been withheld entirely from publication in part due to restrictions on Customs and Border Protection's ability to comment on contractor performance outside of specified policies and procedures governing government contracts.]

Additional Information and Copies

To view any of our other reports,
please visit:
www.dhs.gov/OIDO.

For further information or questions, please contact the Office
of the Immigration Detention Ombudsman at:
detentionombudsman@hq.dhs.gov.

