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11 **UNITED STATES DISTRICT COURT**  
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 Ms. L., et al.,

14 *Plaintiffs,*

15 v.

16 U.S. Immigration and Customs Enforcement  
17 (ICE), et al.

18 *Defendants.*

Case No. 3:18-cv-00428-DMS-MDD

Date Filed: June 10, 2025

**DEFENDANTS' MOTION FOR  
TEMPORARY RELIEF FROM  
COURT ORDER PURSUANT TO  
RULE 60(b)**

Hon. Dana M. Sabraw  
Courtroom: 13A

1 Pursuant to Federal Rule of Civil Procedure 60(b), Defendants move for temporary  
2 relief from the Court’s Order of December 11, 2023, Dkt. 727, approving the Settlement  
3 Agreement. Specifically, Defendants request that the Court temporarily suspend the  
4 provisions in the Settlement Agreement pertaining to behavioral health services, medical  
5 services, and outreach to *Ms. L.* Settlement Class members, until Defendants have  
6 completed the re-solicitation process and entered into a contract with a new contractor.  
7 Dkt. 721-1 § IV.B.2.

8  
9 Defendants had contracted with Seneca Family of Agencies (Seneca) to provide the  
10 aforementioned services until June 9, 2025, with the possibility of renewing the contract  
11 each year until 2027. However, because it has been determined that Seneca has likely  
12 violated anti-discrimination civil rights laws through its Diversity, Equity, and Inclusion  
13 (DEI) program, Defendants must select a new contractor that complies with the anti-  
14 discrimination laws to continue to provide the required services. *See* Letter Referring  
15 Seneca for Investigation, Exhibit A at 1–3. Therefore, Defendants request the Court to  
16 temporarily suspend sections IV.B.2.a, IV.B.2.b, and IV.B.2.d of the *Ms. L.* Settlement  
17 Agreement, until the completion of the re-solicitation process.  
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## 20 **BACKGROUND**

21 On December 1, 2023, the parties jointly submitted the *Ms. L.* Settlement  
22 Agreement to this Court for final approval, pursuant to Federal Rule of Civil Procedure  
23 23. Dkt. 721. On December 11, 2023, the Court approved the Settlement Agreement and  
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1 certified a class for settlement purposes between Plaintiffs and Defendants, including the  
2 U.S. Department of Homeland Security (DHS), U.S. Department of Justice (DOJ), U.S.  
3 Department of Health and Human Services (HHS), and Office of Refugee Resettlement.  
4 Dkt. 727. In its Order, the Court dismissed Plaintiffs' claims with prejudice, subject to the  
5 terms of the Settlement Agreement, and retained jurisdiction for specified purposes,  
6 subject to the terms of the Settlement Agreement, including to enforce the Settlement  
7 Agreement's terms and to review any future modifications to the Settlement Agreement  
8 that the parties might enter into upon mutual agreement. *Id.* at 2. On the same day, the  
9 Court entered judgment and closed the case. Dkt. 730.

11  
12 On June 10, 2022, prior to the Settlement Agreement, HHS, through the Substance  
13 Abuse and Mental Health Services Administration (SAMHSA), competed and awarded a  
14 contract to Seneca to provide behavioral health services to class members to implement  
15 this Court's interim order dated May 2, 2022. *See* Dkt. 644; *see also* Declaration of Brian  
16 Goodger, Exhibit B ¶ 6. After this Court approved the Settlement Agreement on December  
17 11, 2023, SAMHSA modified the contract on March 14, 2024, to implement the  
18 Settlement Agreement. Exh. B ¶ 7. The contract is funded by DOJ and DHS through an  
19 Inter-Agency Agreement with HHS. *Id.* ¶ 14. Under the current contract, Seneca has  
20 coordinated and implemented a system for establishing contact with the class members  
21 that are located in relevant geographic areas both within and outside of the continental  
22 United States. *Id.* ¶ 8. Seneca has also informed the families of the registration process  
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1 and all available settlement services, including the possibility of requesting humanitarian  
2 parole, housing assistance, limited legal support services, access to medical services  
3 through the Federally Qualified Health Centers (FQHCs) with funded co-pay support, and  
4 behavioral health services. *Id.*

5  
6 Specifically, Seneca has subcontracted with Justice in Motion to conduct  
7 international outreach to separated families living overseas to inform them of the  
8 Settlement Agreement and solicit their interests in reunifying with their families in the  
9 United States. *Id.* ¶ 9. Additionally, Seneca has established a network of behavioral health  
10 providers, including licensed professional counselors, nurse practitioners, clinical social  
11 workers, clinical psychologists and psychiatrists and subcontracted with these  
12 professionals to deliver behavioral health services to reunified families in relevant  
13 geographic areas of the United States. *Id.* ¶ 10.

14  
15 On January 20, 2025, President Trump issued Executive Order 14151, titled Ending  
16 Radical and Wasteful Government DEI Programs and Preferencing, which—along with  
17 anti-discrimination statutes and federal law—is in place to ensure that all federal  
18 contractors adhere to principles of equal opportunity and non-discrimination. 90 Fed. Reg.  
19 8339 (Jan. 29, 2025). These laws prohibit any form of unlawful discrimination based on  
20 race, color, religion, sex, or national origin. *Id.*; *see also* Exh. B ¶ 13.

21  
22 Seneca’s Diversity, Equity, and Inclusion (DEI) program raised concerns about  
23 potential violations of federal anti-discrimination laws, Exh. B ¶ 12, namely, Title VII of  
24  
25

1 the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as well as violations of the terms  
2 of its federal contract which contains prohibitions against “discrimination in the  
3 administration of [government] programs and services based on non-merit factors such as  
4 race.” HHSAR 352.237-74; *see also* Exh. A at 2. This program prompted DHS to refer  
5 Seneca to the Department of Labor’s Office of Federal Contract Compliance Programs for  
6 an investigation into potential violations of civil rights laws. Exh. A at 1–3. The goal of  
7 this referral for investigation is to determine whether Seneca’s DEI practices contravene  
8 federal anti-discrimination statutes and, if necessary, to take corrective action. *Id.* at 1. It  
9 is the Government’s duty to ensure that its contractors, funded with taxpayer monies,  
10 comply with the law. *Id.* ¶ 14. As a result, given DHS’s referral, re-soliciting the contract  
11 is the most appropriate course of action to ensure compliance with statutory civil rights  
12 laws. *See* Exh. A at 1–3; Exh. B ¶ 15. HHS estimates that re-solicitation will take between  
13 one hundred thirty-five (135) to one hundred sixty-five (165) calendar days to complete.  
14 Exh. B ¶ 19. While HHS engages in the re-solicitation process, Defendants likely will be  
15 unable to comply with sections IV.B.2.a, IV.B.2.b, and IV.B.2.d of the *Ms. L. Settlement*  
16 Agreement. *See id.* ¶ 16.

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20 **I. Legal Standard.**

21 Under Federal Rule of Civil Procedure 60(b)(5), a court “may relieve a party . . .  
22 from a final judgment, order, or proceeding” when, *inter alia*, “applying it prospectively  
23 is no longer equitable.” Fed. R. Civ. P. 60(b)(5). The Supreme Court has explained that  
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1 the disjunctive language of Rule 60(b)(5) clarifies that each of these grounds for relief is  
2 “independently sufficient.” *Horne v. Flores*, 557 U.S. 433, 454 (2009). The “equitable”  
3 clause of Rule 60(b)(5) allows a court to modify or vacate an order if “a significant change  
4 either in factual conditions or in law renders continued enforcement detrimental to the  
5 public interest.” *Id.* at 447 (cleaned up). Where the government seeks relief from an  
6 “institutional-reform” decree, courts must apply a “flexible approach” to “ensure that  
7 responsibility for discharging the [government’s] obligations is returned promptly to the  
8 [government] and its officials when the circumstances warrant.” *Id.* at 448–50 (internal  
9 quotation marks and citation omitted).  
10

11  
12 A flexible approach is necessary for several reasons. First, “the passage of time  
13 frequently brings about changed circumstances—changes in the nature of the underlying  
14 problem, changes in governing law or its interpretation by the courts, and new policy  
15 insights—that warrant reexamination of the original judgment.” *Id.* at 447–48. Second,  
16 these types of decrees often involve core-government responsibilities and raise separation-  
17 of-powers concerns. *Id.* at 448. Last, “public officials sometimes consent to, or refrain  
18 from vigorously opposing, decrees that go well beyond what is required by federal law.”  
19 *Id.* Consequently, future officials “inherit overbroad or outdated consent decrees” that  
20 unduly constrain “their ability to fulfill their duties as democratically-elected officials.”  
21 *Id.* at 449.  
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1 Once a party carries its burden to show that changed circumstances warrant relief  
2 from a consent decree, “a court abuses its discretion when it refuses to modify an  
3 injunction or consent decree in light of such changes.” *Horne*, 557 U.S. at 447 (internal  
4 quotations and citation omitted). Rule 60(b)(5) permits modification of an order if it is  
5 “suitably tailored” to resolve problems created by changed circumstances. *Rufo v. Inmates*  
6 *of Suffolk Cnty. Jail*, 502 U.S. 367, 383 (1992).

8 Rule 60(b)(6) permits relief from judgment for “any other reason that justifies  
9 relief.” Fed. R. Civ. P. 60(b)(6). It permits district courts to provide relief from judicial  
10 orders “whenever such action is appropriate to accomplish justice.” *Henson v. Fid. Nat’l*  
11 *Fin., Inc.*, 943 F.3d 434, 443–44 (9th Cir. 2019) (internal quotations and citation omitted).  
12 Relief under the rule is available only in “extraordinary circumstances.” *Buck v. Davis*,  
13 580 U.S. 100, 123 (2017). But “[i]n determining whether extraordinary circumstances are  
14 present, a court may consider a wide range of factors,” such as “the risk of injustice to the  
15 parties and the risk of undermining the public’s confidence in the judicial process.” *Id.* at  
16 123 (internal quotations and citation omitted).

18  
19 **II. Relief From the Court’s Order Approving the Settlement Agreement**  
20 **Provisions Regarding Behavioral Health Services, Medical Services, and**  
21 **Outreach to Class Members Is Warranted Under Rule 60(b)(5) and (b)(6).**

22 Granting relief to Defendants from the provisions in the Settlement Agreement  
23 regarding behavioral health services, medical services, and outreach is necessary because  
24 implementing those provisions prospectively, through Seneca, is no longer equitable—  
25

1 and, more importantly, because DHS has determined that Seneca has likely violated  
2 federal civil rights laws. *See* Fed. R. Civ. P. 60(b)(5); Exh. A at 1–3. Indeed, “a significant  
3 change” in “factual conditions” has rendered “continued enforcement [of the provisions]  
4 detrimental to the public interest,” as Seneca is suspected of engaging in unlawful racial  
5 discrimination. *Horne*, 557 U.S. at 447 (cleaned up). “[T]he passage of time frequently  
6 brings about changed circumstances,” including “new policy insights,” which “warrant  
7 reexamination of the original judgment.” *Id.* at 447–48; *id.* at 449 (explaining future  
8 officials “inherit overbroad or outdated consent decrees” unduly constraining “ability to  
9 fulfill their duties as democratically-elected officials.”).

11  
12 Therefore, given new policy insights, *Horne*, 557 U.S. at 447, coupled with existing  
13 civil rights laws, changed circumstances warrant temporary relief from compliance with  
14 the provisions regarding behavioral health services, medical services, and outreach, while  
15 Defendants secure a new contractor to provide these services.

16 Moreover, “other reason[s]” justify relief in order to “accomplish justice.” Fed. R.  
17 Civ. P. 60(b)(6); *Henson v. Fid. Nat’l Fin., Inc.*, 943 F.3d 434, 443–44 (9th Cir. 2019)  
18 (internal quotations and citation omitted). Certainly, the potential violation of anti-  
19 discrimination civil rights laws constitutes “extraordinary circumstances” supporting  
20 temporary relief under Rule 60(b)(6). *Buck*, 580 U.S. at 123. As noted, when “determining  
21 whether extraordinary circumstances are present, a court may consider a wide range of  
22 factors,” such as the “risk of undermining the public’s confidence in the judicial process.”  
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1 *Id.* (internal quotations and citation omitted). If the judicial process were to require the  
2 Government to continue to contract with an entity that has likely violated civil rights laws,  
3 in lieu of selecting a different contractor, the public's confidence would be compromised.

4 *Id.*

5  
6 Finally, the relief requested is appropriately tailored to the specific circumstances.  
7 *Rufo*, 502 U.S. at 383. Indeed, Defendants only seek temporary relief from compliance  
8 with only the provisions that Defendants contracted with Seneca to fulfill.

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10 **CONCLUSION**

11 For these reasons and others, the Court should grant this Motion.  
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1 Dated: June 10, 2025.

Respectfully submitted,

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3 Acting Assistant Attorney General

4 GLENN M. GIRDHARRY  
5 Acting Deputy Director

6 WILLIAM C. SILVIS  
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A



# Homeland Security

June 9, 2025

Catherine Eschbach  
Director, Office of Federal Contract Compliance Programs  
United States Department of Labor  
200 Constitution Ave NW  
Washington, DC 20210

SUBJECT: Racial Discrimination by Seneca in Violation of Contract Terms  
and Title VII of the Civil Rights Act of 1964

Dear Catherine,

In the Civil Rights Act of 1964, Congress expressed a desire to root out racial discrimination by employers. Specifically, Title VII of the Act provides that an employer may not “limit, segregate, or classify his employees . . . in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex, or national origin.”<sup>1</sup>

Nothing in Title VII requires an employer to “grant preferential treatment to any individual or to any group because of the race, color, religion, sex, or national origin of such individual or group on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, or national origin employed by any employer.”<sup>2</sup>

Additionally, federal contracts contain prohibitions against “discrimination in the administration of [government] programs and services based on non-merit factors such as race.”<sup>3</sup>

Seneca Family of Agencies (Seneca) is an employer. It also contracts with the U.S. Department of Health and Human Services (HHS), specifically the Substance Abuse and Mental Health Services Administration (SAMHSA), to provide behavioral health services and case management on behalf of the government. Despite its status as a government contractor and an employer, Seneca has adopted a diversity, equity, and inclusion policy that appears to classify and disparately treat employees and clients based on race.<sup>4</sup>

Because Seneca appears to provide services in a manner that supports unlawful racial discrimination and violates the express terms of its contract with HHS, the U.S. Department of Homeland Security (DHS) is referring the issue to your office for additional review. If you agree with DHS’s assessment that this program is providing services in an unlawful manner, you should consider all remedies permitted by law.

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<sup>1</sup> 42 U.S.C. § 2000e-2(a)(2).

<sup>2</sup> *Id.* § 2000e-2(j); see also *Ames v. Ohio Dept. of Youth Services*, No. 23–1039 (June 5, 2025), slip op. 6 (Congress “establish[ed] the same protections for every individual—without regard to that individual’s membership in a minority or majority group . . .” (internal quotation marks omitted)).

<sup>3</sup> See, e.g., HHSAR 352.237-74.

<sup>4</sup> Our Commitment to Racial Justice and LGBTQ+ Rights, <https://senecafoa.org/diversity/>.

\* \* \*

In October 2023, several federal officers and agencies, including DHS, certain DHS components, and HHS, entered a settlement agreement which required the agencies to provide certain behavior health services to class members.<sup>5</sup> To effectuate that settlement agreement, HHS contracted with the Seneca Family of Agencies on June 2, 2022 to provide “Behavioral Health Case Management & Behavioral Health Services for Separated Families.”<sup>6</sup>

Like all contracts with HHS, the Seneca Agreement incorporated by reference the following non-discrimination provision<sup>7</sup>:

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be . . . subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race . . . . By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract.<sup>8</sup>

Despite this contractual provision and the limitations of the Civil Rights Act, Seneca appears to administer its services in several racially discriminatory ways.

Seneca appears to discriminate against employees, potentially including those providing services under the HHS contract. For example, the Careers page of Seneca’s website states that “[r]ecognizing that many of the children and families referred to our services are experiencing the effects of institutionalized and systemic discrimination, racism, and marginalization, Seneca strives to recruit and retain a workforce that is reflective of the communities we serve.”<sup>9</sup> This appears to be a thinly veiled euphemism for granting preference to potential employees based on race. The discrimination does not end at the hiring stage. The Seneca website proclaims that “All Black Lives Matter” and “Black employees must experience an inclusive workplace culture where their lived experience is valued and sought to inform practices and program services.”<sup>10</sup> Yet Seneca makes no similar statement concerning the experiences of non-black employees or the value of their lives.

Further, Seneca pledges to advocate for “the rights of youth and families of color against racial discrimination experienced within systems of care” but makes no such commitment for clients who are not “of color.”<sup>11</sup>

Seneca appears to value diversity and inclusion for preferred racial groups only. Potential employees who do not belong to Seneca’s preferred racial groups could reasonably conclude that applying to the company would be futile. Even if hired, Seneca’s own statements suggest that the company would limit, segregate, or classify the non-minority employee based on race. Finally, Seneca appears to force its employees to offer services, potentially including those served under the agreement with HHS, based on the premise that racial minorities are systemically oppressed

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<sup>5</sup> Settlement Agreement at 9.

<sup>6</sup> HHS Contract 75S20222C00002 (“Seneca Agreement”).

<sup>7</sup> Seneca Agreement at 37.

<sup>8</sup> Health and Human Services Acquisition Regulation 352.237-74, Non-Discrimination in Service Delivery.

<sup>9</sup> Careers, <https://senecafoa.org/careers/>.

<sup>10</sup> Our Commitment to Racial Justice and LGBTQ+ Rights, <https://senecafoa.org/diversity/>.


<sup>11</sup> *Id.*

and members of those minority groups must therefore be favored at the expense of members of non-minority groups. Nothing in Title VII of the Civil Rights Act requires such an approach.<sup>12</sup> And in fact, both the Civil Rights Act and the terms of the contract prohibit it.

DHS recommends that you further investigate this apparent discrimination, and, if appropriate, consider terminating the Seneca Agreement as well as any other legally appropriate remedies.

Thank you for your consideration.

Sincerely,

  
Joseph N. Mazzara  
Acting General Counsel  
Department of Homeland Security

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<sup>12</sup> 42 U.S.C. § 2000e-2(j).

**B**

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF CALIFORNIA

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4 Ms. L., et al.

5 Petitioners-Plaintiffs,

6 vs.

7 U.S. IMMIGRATION AND CUSTOMS  
8 ENFORCEMENT, et al.,

9 Respondents-Defendants.

Case No. 18cv428 DMS MDD

Hon. Dana M. Sabraw

10  
11 **DECLARATION OF BRIAN GOODGER**

12 I, Brian Goodger, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that my testimony  
13 below is true and correct:

14 1. I am the Head of Contracting for Health Resources & Services Administration (HRSA),  
15 U.S. Department of Health and Human Services (HHS). I have served in this position since November 18,  
16 2024. My responsibilities encompass accountability for acquisition and contracting initiatives required to  
17 support various procurement needs and programs to conduct the acquisition program for HRSA and  
18 authority to issue contracting officer warrants and other delegations of procurement authority necessary  
19 and appropriate to support the HRSA acquisition function, including overseeing compliance with federal  
laws, regulations, and executive orders governing contracts and programs under the agency's jurisdiction.

20 2. This declaration is based upon my personal knowledge, information acquired by me in the  
21 course of performing my official duties, information supplied to me by federal government employees, and  
22 government records.

23 3. The purpose of this declaration is to support the Government's Motion for Temporary Relief  
24 from Judgment with regard to the court-approved Settlement Agreement and to update the Court on the  
25 Government's acquisition plan to replace the Seneca contract with another vendor to make available  
26 behavioral health services and medical services, and conduct outreach to class members in this case.

27 **BACKGROUND OF THE SENECA CONTRACT**

28 4. On March 11, 2020, HHS initially awarded a sole-source contract to Seneca Family of  
Agencies (Seneca) in response to Judge Kronstadt's certification of a class of separated migrant parents  
and to an order for the Government to locate and provide behavioral health services to the class members.

1 *Ms. JP., et al. v. Barr, et al.*, No. 18-cy-06081-JAK (*Ms. JP.*). The contract was subsequently extended  
2 several times due to the COVID-19 pandemic and was scheduled to expire on July 10, 2021.

3 5. Upon the inauguration of former President Biden, he issued Executive Order 14011,  
4 establishing the Interagency Task Force on the Reunification of Families (Task Force). The Task Force  
5 was tasked with locating and reunifying the separated families and resolving the family separation cases.  
6 Subsequently, the Task Force requested that HHS extend the behavioral health services contract beyond  
7 July 10, 2021, while the parties negotiated a settlement of this case and *Ms. JP.*, two family separation  
8 cases. The Task Force also requested that HHS initiate a follow-up acquisition planning process for a  
9 competitive procurement to replace the Seneca contract beyond July 10, 2021.

10 6. With funding from U.S. Department of Homeland Security (DHS), SAMHSA competed  
11 and awarded a new contract to Seneca on June 10, 2022, to implement this Court's interim order dated  
12 May 2, 2022. *See* ECF No. 644. The new contract encompassed a broader scope than the original contract,  
13 providing a wider range of services and extending coverage to additional separated families. The new  
14 contract mandated Seneca to conduct outreach to separated families, provide behavioral health treatments,  
15 child-centered pre-reunification counseling to separated children, psychoeducation and parenting support,  
16 and behavioral case management services. Since 2022, SAMHSA has exercised its option year and  
17 extended the contract.

18 7. After this Court approved the Settlement Agreement on December 11, 2023, SAMHSA  
19 modified the contract on March 14, 2024, to implement the behavioral health services, medical services,  
20 and outreach to class members as required by the Settlement Agreement. The modified contract is funded  
21 by the U.S. Department of Justice and DHS through an Inter-Agency Agreement with HHS. The current  
22 contract is set to expire on June 9, 2025, with two option years remaining in the contract.

23 8. Under the current contract, Seneca has coordinated and implemented a system for  
24 establishing contact with the class members that are located in all relevant geographic areas both within  
25 and outside of the continental United States. Seneca has also informed the families of the registration  
26 process and all available services, including the possibility of requesting humanitarian parole, housing  
27 assistance, limited legal support services, access to medical services through the Federally Qualified Health  
28 Centers (FQHCs) with funded co-pay support, and behavioral health services which include child-focused  
pre-reunification counseling, psychoeducation, and behavioral health case management and treatment and  
solicit their interest in those services.

9. Specifically, Seneca has subcontracted with Justice in Motion to conduct international  
outreach to separated families living overseas to inform them of the Settlement Agreement and solicit their  
interests in reunifying with their families in the United States.

1 10. Additionally, Seneca has established a network of trauma informed, culturally competent  
2 behavioral health providers, including licensed professional counselors, nurse practitioners, clinical social  
3 workers, clinical psychologists and psychiatrists and subcontracted with these professionals to deliver  
4 behavioral health services to reunified families in all relevant geographic areas of the United States.

5 11. Due to a pending reorganization of HHS, the Substance Abuse and Mental Health Services  
6 Administration (SAMHSA) is being reorganized and its procurement office will be merged with HRSA.  
7 The reorganization is being delayed due to pending litigation. Therefore, HRSA will take over the  
8 management of the behavioral health services contract on behalf of HHS.

8 **CONCERNS WITH SENECA'S DEI PROGRAM**

9 12. Seneca's Diversity, Equity, and Inclusion (DEI) program has raised concerns about  
10 potential violations of federal anti-discrimination laws. This has led the U.S. Department of Homeland  
11 Security (DHS) to refer Seneca to the Department of Labor's Office of Federal Contract Compliance  
12 Programs (OFCCP) for a thorough investigation. *See* DHS's Referral Investigation letter (attached). The  
13 goal of this investigation referral is to determine whether Seneca's DEI practices align with federal anti-  
14 discrimination statutes and to take corrective action if necessary.

15 13. On January 20, 2025, President Trump issued Executive Order 14151 titled ENDING  
16 RADICAL AND WASTEFUL GOVERNMENT DEI PROGRAMS AND PREFERENCING. This  
17 Executive Order and anti-discrimination laws are in place to ensure that all federal contractors adhere to  
18 principles of equal opportunity and non-discrimination. These laws prohibit any form of discrimination  
19 based on race, color, religion, sex, or national origin.

20 14. The Government has a responsibility to ensure that its contractors comply with these laws  
21 to foster a fair and inclusive workplace. DOJ and DHS provide the funding for the Seneca contract through  
22 an Interagency Agreement with HHS. DHS has not provided its portion of the funding for HHS to exercise  
23 the next option year on the Seneca contract and, due to cross-government concerns, DHS was compelled  
24 to refer Seneca to the OFCCP for investigation as part of a two-step inter-agency plan between DOJ, HHS  
25 and DHS to (1) await final determination by DOL before contracting again with Seneca while (2) also  
26 actively search for alternative providers to comply with the court's order. *See* DHS's Referral Investigation  
27 letter. As a result of the foregoing events, notifying the court of these events and resoliciting the contract  
28 appeared to be the most appropriate course of action for HHS to ensure compliance with all legal  
requirements.

1 15. Resoliciting the contract is a crucial step towards implementing the Settlement Agreement.  
2 HHS is committed to ensuring that the new contractor can provide high-quality behavioral health services  
3 while complying with all legal requirements.

4 16. While HHS engages in the re-solicitation process, Defendants will be unable to comply with  
5 sections IV.B.2.a, IV.B.2.b, and IV.B.2.d of the Ms. L. Settlement Agreement. HHS intends to leverage  
6 pre-existing ICE contacts for the re-solicitation. However, HHS cannot guarantee an expedited re-bid  
7 given the unique nature of this contract and the current terms of the Settlement Agreement.

#### 8 PROCESS FOR RE-SOLICITING THE CONTRACT

9 17. If HHS assumes responsibility for resoliciting the current Seneca contract, the re-solicitation  
10 process will be conducted in accordance with federal acquisition regulations and agency procurement  
11 procedures, consisting of the following mandatory phases:

12 **a. Acquisition Planning Phase:** Development and approval of an Acquisition Strategy (AS) and an  
13 Acquisition Plan. Preparation of comprehensive acquisition documentation including Performance  
14 Work Statement (PWS), deliverables schedule, Quality Assurance Surveillance Plan (QASP),  
15 Independent Government Cost Estimate (IGCE), and submission to the Contracting Officer (CO) for  
16 review. Submission of Form 653 to the Small Business Administration and executive approval  
17 processes. *See* Federal Acquisition Regulation (FAR) 7.1, and Part 307 of the HHS Acquisition  
18 Regulation (HHSAR/HHSAM).

19 **b. Solicitation Phase:** Publication of a synopsis for fifteen (15) days followed by a thirty (30) day  
20 proposal submission period under full and open competition procedures. *See* FAR 15.2

21 **c. Evaluation and Award Phase:** Technical Review Panel evaluation, negotiation processes, and  
22 final award documentation preparation. *See* FAR 15.3, and Part 315 of the HHSAR/HHSAM.

#### 23 DETAILED STEPS IN THE ACQUISITION PROCESS

24 18. The acquisition will proceed through the following specific steps:

- 25 a. Step 1: Acquisition Strategy development and approval.
- 26 b. Step 2: Acquisition Package compilation and CO submission
- 27 c. Step 3: Small Business Administration determination and executive approvals
- 28 d. Step 4: Synopsis publication and public notification
- e. Step 5: Solicitation posting and Industry Engagement
- f. Step 6: Proposal receipt and technical evaluation
- g. Step 7: Negotiation and final award processes

#### ANTICIPATED TIMEFRAME

19. The total anticipated duration for completion of the acquisition process is one hundred  
thirty-five to one hundred sixty-five (135-165) calendar days, broken down as follows:

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- a. Pre-Acquisition Phase and Acquisition Package Development: Forty-Four or more (45+) calendar days
- b. Solicitation Period: Forty-five (45+) calendar days
- c. Evaluation and Award: Forty-five to seventy-five (45-75) calendar days

20. This anticipated timeframe is subject to potential extension due to historical funding coordination challenges between DHS and Department of Justice (DOJ).

Executed on June 9, 2025.

**BRIAN K.  
GOODGER -S** Digitally signed by  
BRIAN K. GOODGER -S  
Date: 2025.06.09  
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Brian Goodger