

**MODIFICATION NO. 0001**

**INTER-GOVERNMENTAL SERVICE AGREEMENT**

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
WASHINGTON, DC

AND

WILLIAMSON COUNTY, TEXAS

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Williamson County, Texas, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (hereafter referred to as "DETAINEES").

**FACILITY LOCATION:**

The PROVIDER shall provide detention services for detainees at the following institutions:

**T. Don Hutto Correctional Center**  
1001 Welch Street  
Taylor, Texas 96574

**Williamson County Jail**  
508 S. Rock Street  
Georgetown, Texas 78626

**PERFORMANCE:**

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of the **Reviewers Guide which contains Standards of Performance, ICE Detention Requirements** to the extent applicable in a family detention facility and as reflected in PROVIDER's policies and procedures, **American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF)**, and **Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC)**. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

**PERIOD OF PERFORMANCE:**

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written notice of intentions to terminate the agreement, 120 days in advance of the effective date of formal termination.

**PAYMENT RATE:**

**Per Diem Rate by # of Beds-Effective May 1, 2006:**  
**1 - 512: \$2,801,643 fixed monthly payment**  
**If the detainee population is 513 or above, based on the average daily population for the month, ICE will pay an additional \$79:00 per day for each detainee over 512.**

In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**. This rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure. The per diem rate shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the **PROVIDER** shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. The **PROVIDER** agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request by Immigration and Customs Enforcement. The rate may be renegotiated not more than once per year.

Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized **PROVIDER** official to ICE.

The **PROVIDER** shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

**MODIFICATION:**

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of

the undersigned parties, or their respective official successors.

**TRANSPORTATION SERVICES:**

1. The **PROVIDER** provide all such air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the **PROVIDER** shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
2. The **PROVIDER** shall assign at least five (5) two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the **PROVIDER** shall provide at least three (3) two person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements
3. The **PROVIDER** shall furnish a minimum of four (4) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least one of the vehicles must have the capacity of either forty-eight (48) or forty (40) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the **PROVIDER** from acquiring additional vehicles as deemed necessary by the **PROVIDER** at no cost to the Government. The **PROVIDER** shall not allow employees to use their privately owned vehicles to transport detainees. The **PROVIDER** shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The **PROVIDER** shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
4. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the **PROVIDER** shall be reimbursed related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The **PROVIDER** shall comply with ICE transportation standards related to the number of hours the **PROVIDER** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
5. The transportation shall be accomplished in the most economical manner.
6. The **PROVIDER** personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those **PROVIDER** personnel are provided for in the other areas of this agreement.

7. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
8. The **PROVIDER** shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The **PROVIDER** shall then transport the detainee to the detention site.
9. The COTR may direct the **PROVIDER** to transport detainees to unspecified, miscellaneous locations.
10. When the COTR provides documents to the **PROVIDER** concerning the detainee(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.
11. The **PROVIDER** shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

#### GUARD SERVICES:

The **PROVIDER** agrees to provide stationary guard services as requested or required for detainees attending off site court proceedings or who are committed to a medical facility. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **PROVIDER** under their policies, procedure and practices. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at the rate of \$19.23 per hour.

#### MEDICAL SERVICES:

During the initial ramp-up period, not to exceed ninety days from the date the first detainee is housed at the facility under this IGA, **PROVIDER** will supply certain medical services as set forth below. On or before the expiration of the ninety-day period, Public Health Services (PHS) shall assume responsibility for all medical service/operations and any liability resulting therefrom.

Prior to the transition of medical services to PHS, **PROVIDER** shall provide on-site medical services twelve (12) hours per day with a nurse on-call for the remaining hours. Medical services will include:

- Medical intake services on admission to the facility, to include a medical, dental, and mental health screening;
- Routine mental health care on-site by mid-level mental health **PROVIDER**;
- Nursing sick call 5 days a week.

- Physician/Mid-level care on-site up to 8 -16 hours/week;
- Off-site treatment of dental emergencies with no on-site dental care;
- Over the counter medications;
- PPD's on-site.
- Only the following legend medications: (a) Amoxicillin, (b) Tetracycline, (c) Erythromycin, (d) Penicillin, and (e) Cephalexin; and
- Routine medical supplies; Any specialty equipment and/or specialty supplies will be provided by ICE.

**PROVIDER** shall be compensated for the above medical services through a fixed monthly payment of \$124,732.00 based on an average daily population for the month of 512 or fewer detainees. If the average daily population of ICE detainees for a month is 513 or more, ICE shall pay an additional \$8.01 per detainee per day for each detainee in excess of 512. This compensation shall be over and above the manday per diem rate set forth in the prior section Payment Rate, until such time as medical services are fully transitioned to Public Health Services. Due to the temporary nature of the services, neither ACA nor NCCHC standards shall apply to **PROVIDER's** medical services obligations hereunder.

Legend medications not specifically identified above, contraceptives and immunizations will be supplied by **PROVIDER** and reimbursed at ICE's expense. ICE will also reimburse **PROVIDER** any expense associated with hospital admissions, emergency room visits, off-site medical consultations, dental visits, and x-rays.

In the event of an emergency, the **PROVIDER** shall proceed immediately with necessary medical treatment. In such event, the **PROVIDER** shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

When specifically requested by ICE, the **PROVIDER** agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per manday per diem rate, to the **PROVIDER** for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The **PROVIDER** further agrees that all health care costs for which ICE is responsible shall be submitted to ICE with **PROVIDER's** regular monthly billing detention services. The **PROVIDER** shall arrange for the health care facility, consultant, health care provider, and other health care vendor/suppliers to invoice the **PROVIDER** for services provided at rates no greater than those applicable for non-ICE detainees in the custody of the **PROVIDER**. ICE shall include payment for hospital/health care services provided along with the monthly payment for detention services.

The **PROVIDER** shall submit invoices for hospital and health care services to ICE within sixty (60) days after the services were rendered. In addition, the following documentation must be provided in order to support ICE payments of these costs:

- 1) Health Care Facility invoice with discharge summary attached which includes diagnosis, treatment, prognosis, and follow-up needed;

- 2) Health Care Provider invoice with note attached which included diagnosis, treatment, and follow-up needed;
- 3) Health Care Vendors/Supplies invoice with name of ICE detainee(s) and list of services/supplies rendered.

The **PROVIDER** shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

Upon transition of medical services to PHS, **PROVIDER's** obligations as set forth above in this section, Medical Services, shall terminate. In no event shall **PROVIDER's** obligations extend beyond ninety days unless otherwise agreed by the parties in writing.

**RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:**

The **PROVIDER** agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with **PROVIDER** policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

**INSPECTION:**

The **PROVIDER** agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

**BILLING PROCEDURE:**

- (A) Invoices –Invoices shall be submitted monthly within 10 business days from the end of the month being invoiced. Invoices shall itemize all costs associated with the detention services provided during the month. This itemization shall include each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Additionally, the invoice shall itemize other costs, such as medical expenses guard services, and transportation. Billing shall be based upon the actual number of detainee days used.
- (B) Invoices Submission -
- U.S. Immigration and Customs Enforcement**  
8940 Four Winds Drive  
San Antonio, TX 78239  
Attn: Marcos Reyna  
(210) 967-7002 / (210) 967-7235 Fax
- (C) Payment - Payments will be made to the **PROVIDER** after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

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

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

Jan K. Wisor  
Contracting Officer

By: Jan K. Wisor

Date: 4/27/06

**ACCEPTED:**

County of Williamson, Texas

John C. Doerfler  
County Judge

By: John C. Doerfler

Date: 4-18-06



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 04/20/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLIAMSON COUNTY TX ATTN: JUDGE JOHN C DOEFLER 301 SE INNER LOOP SUITE 109 GEORGETOWN TX 78626		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE DROIGSA-06-00	FACILITY CODE	(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0001 HSCEOP06FIG0001	10B. DATED (SEE ITEM 11) 02/09/2006

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	Incorporation of Modification 0001 to DROIGSA-06-0001

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.)

Tax ID Number: 74-6000978

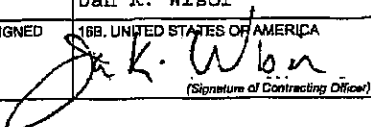
DUNS Number: 076930049

The purpose of this modification is to incorporate Modification 0001 to Inter-Governmental Services Agreement (IGSA) No. DROIGSA-06-0001.

1. Provide detention services for non-criminal alien families in accordance with the attached Modified IGSA, which includes housing, guards, transportation, and medical for the period May 1, 2006 through 09/30/2006.

2. The name of the facility will be changed from T. Don Hutto Correctional Center to T. Don  
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)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jan K. Wisor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA	18C. DATE SIGNED
(Signature of person authorized to sign)			4/21/06
		(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  
WILLIAMSON COUNTY TX

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Butto Residential Center.</p> <p>3. The ICE/DRO/SBI POC is Marcos Reyna, (210) 967-7002.</p> <p>4. The ICE Office of Acquisition Management POC is Anthony Gomez, (202) 307-6108.</p> <p>ALL TERMS AND CONDITIONS OF IGSA No. DROIGSA-06-0001 REMAIN UNCHANGED.</p> <p>Period of Performance: 02/27/2006 to 09/30/2006</p>				

Agreement  
Between  
Williamson County, Texas  
And  
Corrections Corporation of America

THIS Agreement is made and entered into by and between Williamson County, Texas (the County), a political subdivision of the State of Texas and Corrections Corporation of America (CCA), a Tennessee corporation with its principal offices located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

WHEREAS, the County is party to Intergovernmental Service Agreement (IGA) #J-D80-M-092 with the United States Marshals Service, a copy of which is attached hereto as Exhibit A;

WHEREAS, the County is party to an Intergovernmental Service Agreement (IGA) with the United States Immigration and Customs Enforcement (ICE), commencing December 2005 and a copy of which is attached hereto at Exhibit B;

WHEREAS, CCA owns the T. Don Hutto Correctional Center in Taylor, Texas (Facility) and desires to house federal inmates at the Facility;

WHEREAS, the federal government has a need for beds at the Facility;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CCA and the County hereby agree as follows:

1. The County shall place federal inmates at the Facility as directed by the applicable federal entity pursuant to the IGAs.
2. For every federal inmate accepted into custody at the Facility, CCA shall provide services in compliance with the terms of the applicable IGA.
3. The County will not amend, terminate or otherwise change the terms of either IGA without the advance written approval of CCA.
4. CCA is not obligated to house federal inmates at the Facility if space is not available or if the IGA is materially changed to CCA's detriment without CCA's approval or if the acceptance of inmates would be financially impractical for CCA as determined by CCA.
5. Should CCA desire to seek an increase in per diem from the federal government under either IGA, CCA shall provide all documentation necessary and appropriate to that effort, and the County shall provide all necessary and reasonable cooperation in the pursuit of the increase.
6. CCA shall indemnify, defend and hold harmless the County and its officers and employees from liability and any claims suits, judgments and damages to the extent such claims, suits, judgments and damages arise as a result of CCA's acts and/or omissions in the performance of this Agreement. Nothing

herein shall be construed to require CCA to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the acts or omissions of the County, its departments, its officers, agents or employees or allegations regarding the County's authority to enter into this Agreement. Neither shall anything herein be construed to require CCA to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from any Habeas Corpus action or other action challenging the validity of a conviction or sentence.

7. The County shall pay CCA the per diem fee paid to the County pursuant to either IGA. CCA agrees to submit the necessary documentation for payment as set forth in the IGA. To the extent allowed under the IGA, CCA will be the designated Payee and funds due pursuant to the IGA will be paid directly to CCA.
8. On a monthly basis, CCA shall pay the County an administrative fee of \$1.00 per day per inmate held at the Facility pursuant to this Agreement and the IGAs. In no event shall the fee increase during the first year of this Agreement.
9. The term of this Agreement shall commence on February 1, 2006 and end on January 31, 2007. The Agreement may be renewed for successive terms upon mutual agreement of the parties.
10. Either party may terminate this Agreement if a breach of the Agreement by the other party remains uncured for sixty (60) days after the date of written notice of the breach.
11. The failure of performance of any of the terms and conditions of the Agreement resulting from acts of God, war, civil insurrection or riot shall not be a breach.
12. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including but not limited to, inmates held pursuant to the IGAs.
13. This Agreement shall be interpreted under the laws of the State of Texas, and courts within Williamson County shall preside over any legal action filed to enforce or interpret this Agreement.
14. This Agreement shall not be altered, changed or amended except in writing signed by both parties.
15. This Agreement incorporates all the agreements, covenants and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement.
16. All notices sent pursuant to this Agreement shall be sent certified mail, return receipt requested to:

County:

CCA: G.A. Puryear, IV

General Counsel  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, TN 37215

And Warden  
T. Don Hutto Correctional Center  
101 Welch Street  
P.O. Box 1063  
Taylor, Texas 76574

17. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged.

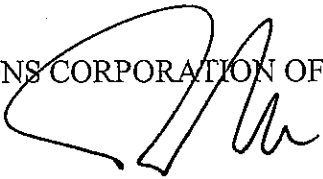
COUNTY COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler Date: 1-25-06  
John C. Doerfler, Williamson County Judge

SHERIFF OF WILLIAMSON COUNTY, TEXAS

By: Jamie R. Wilson Date: 1-25-06

CORRECTIONS CORPORATION OF AMERICA

By:  Date: 2/9/06  
Damon T. Hininger, CCA Vice President  
Federal Customer Relations