# INTER-GOYERNMENXAL SERVICE AGREMENX 

STEWARTCOUNTY, GEORGIA

This Lnder-Governmental Service Agrcetaent (IGSA) is for Derention Services to be provided to Unted States Inmaigration and Customs Enforcement, hercingfter referred to as "YCE", for the detentiot and care of aliens (thereafter referred to as "DETAINEES").

## Eachior locaiton:

The PROVIDER shall provide detention scrvices for detainees at the following institation:

## Stewart Detention Center <br> 79 Hokder Road

Lumpikin, GA 31815
(229) 838-5000

POC: Stonie Patterson, Chairman
Stewart Connty Board of Conmigssioners

## PrRpormance:

The PROVIDER is required to bouse ICE dexaimens, to patorm in acoordance with the most caurtent editions of ICE Betention Requiramenes, American Cotreational Association (ACA) Standards for Adult Cocal Detention Facilices (ALDE), and Standards. Surplentent, Styndards far Heally, Servicer in Jails, Latest augriented by ICE poticy axdi/or procedure. In cases where orher (rochic), Sorse ACA standards are Standards, DHS/ICE Policy and Standards prevaii ICE haspectors will conconstict with DHS/ICE Policy or Facility to assure complianoer of the aforementioned standards.
The PROVIDER shail maintain contimual compliance with ACA accrestiation slandands anring performasce
The PROVIDER shall be ecsponsible for all costs associated with obtrining anch iwatintaining fud
accreditation by ACA .

## Premod of Prrformance:

This Agrentent shall becone effective upon the date of fival signasure by ICE and the PROVNDER and shall renain in effect indetienstely unless terminated in uriting, ty either party. Eilher party must provide

## Paymbntrate

## Per Diero Rate: <br> S4. 25

In consideration for the PROVIDER'S performance onder the Terms and Canditions of this Agreement, ICE shatl make payment to the PROYIDER for cach detaimee accepted and housed by the PROVIDER The rate is the par dienn rate for the support of one Decainee per day and shall include the day of artival turt uot the
day of deparzure.

The PROVIWER shall not charge for costs, which are pot directly telated to the housing and dectention of detainces. Such costs include, buat are not limaited to:
A) Salaries of elected officials.
B) Salaries of cuployees not dirrectly engaged in the housing and detintions of detainees.
C) Indircet costs in which a percentage of all local govenument costs are pro-ratod and applied
to individual dcpantoments.
D) Detaince services which are not provided to, or carmot be used by detainces.
E) Operaling costs of faciltios not utilived by detaivees.
F) interest on botrowing (lnwever represcented), boid discounts, costifis) or funancing/refinancias, and legal or profecsional fees.
This agrecment in no way obiligates Immigraion and Customs Enforcement to arry minimum popalation
ouaratee.

## Mondricamion:

This Agreanem, or any of its specific provisions, may be revised or modified by signatory concurrence of the under signed parties, or their respective official successors.

## TRANSPORTATION SERVCES:

1. The PROVIDER shall provice all pround transportation services as may be required to transport detainees seceurely, in a tively manner, to off-site metical providers and to other 1 locations as directed by the Contracting Officer's Technical Represeatative (COTR) or designated ICE ofscial. Transportation milenge reimbursable rates will the commensuratic with current applicable foderal travel athbwance rates and shall ouly apply to off-side medichical transpostation. When officers are not providing transportation serviccs the PROV VOER
shall assign the exuployecs to suplen shall assign the exuployees to suppletncat searity duties within ure facility or oncall durics
to asgist TCE as directed by the COTR or designated ICE officinI. However, the primary function of these officers is transpertation. On-call duties as sirnocted by the COTR utilizing these officers shall not incur any additional cxpense to the govemment.
2. The PROVIDER personmel prowided for the above services shall be of the same qualifications, receive the saone training, complete the sarue security clearances, and wear the same uniforns as those PROVIDER persomel are provided for in the other areas of this
agrecment
3. During all transportation activitios, at least one offiect shall be the same sex as the delairmee. Questions concerning givard assignments shall be directed to tive COTR for fiaal determination.
4. The PROVTDEER shall, upon order of the COTR, or upon his own decision in an urgent mandical situation, transpont o detaibee to a bospital location. An ufficer, or officers, shall lieup the detaince under constant supervision 24 houms per day umbl whe detainee is orricred ruleased from the laspinal, of at the order of the COTR. The PROVIOER shall then bransport the detrinee to the detention site.
5. Whan the COTR prowides documents to the PROVIDER concerning the detaince(s) to be transported atry/or escorted, the PROVIDHER shall delver these documents only to the namod anthorized rocipients. The PROVIDER shell catsume the axaterial is kept confidential and not viewed by any person cther than the authorized recipient.
6. The PROVIDER stall establish a commurnications system that has direct and immediate contact with all transportation vehicles and poxt assignmexts. Upon demand, the COTR shall be provided with curcout status of all vehicies and post assignomera comployes.
7. In the event of transportation services involving distances bhat exceed a standard cight (8) hour workday to complete, the PROVTDER shall be reimburscd relatex costs of lodging and meals comumensinate with the U.S. General Seryices Adminustrution rases for such within the gongraphical area of occurrence. Ary incurred overitime pay for sucll scrvias will be reimbursad at the applicable U.S. Deparment of Labor overtime rate for the transponation officer position incyrporatiod withis this agremment. The PROVIDER shall comply with JCE operate a vehicic. Overnight kodeine the mber of hours the PROVIDER employee may in advance by the COTR or desimnated ICE official.

## Mrotcel. Stryuces:

The U.S. Peblic fleafth Servicas (USPHS) will be resporisible for provicing all health care services provided under contract for detained aliens in the custerty of ICE at the facility. The USPHS shall provide nowical coverage at tue facility mo less than twenfy-four (24) bours per day, seven (7) dars per weck. The

PROVIDER shall provide security with a minimum staff of ono (I) at all times. When patients are honsed in the unfurmary, security shall be posted to the untif twenty-four (24) hours per day, seven (7) days per week. The PROVIDER shali coordinate and escort detainees to the medical cinnic for siok call, appointments and
phil time.

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide not-amergency or enaergency ambulance transportstion scrvice to transpont detainces to off-site anedical care or fom one offsite medical care facility to another. ICE agrees to provide reimbursement for miliage, over and above the per dacen rate, to the PROVIDER for such ambularce transportation serviess whent the costs are includicd

The PROVIDER shall prowide the detainees instrutions for gaining access to health care services. Procodures shall be explainod to all detainoes in the delambes' mative language, and orally to detainees' who are unable to read. The detainec shall similarly be providod instructions and assistarice on a routime basis on personal bygiene demtal bygienc, grouming and health care.

The. USPHS shall provide for modical scroening upon amrival at the facility performod by beatib came personel or health brained persondel.

When commuricable or debilitating physical problerns are suspected; the detainexe shall be sepatated from the who is not diagensed as psychatic) and swicide odiately botify USXESS staff. Behavior probicms (detainec Written policy zad detined delivercd to the medical facility for appropriate forloat detames s writhen health complaints ane solicized and that health care complaints are responded to and the sick. Wmatn policy and defined procelure sball require detrinees daily. lf a detainoe's custonty status prociludes ateal, conducted by USPHS personned is available to to provile sick call services in the place of the detiones attendance at sick call, arrangements are to be made cruxhected daily. USPHS reveries the righe to conwe setention. A minimm of one sick call shall be detention, $\quad$ and sick call in the place of the detaince's

The USPHS shall provide to the PROVIDER and maintain first aid kits at the facilityr First aid tits shall be available at sill times and shall be locaued droughorit the facility, as necessury to allow quick access. The PROVIDER shall nor be responsible for ou-site or off-sitc detmine nuedical services or costs.

## RECEXPTAND DISCHAYCE OF FEDERAL OETANEES:

The PROVIDER agnees to reccive and divehange FBderal detamees only from and to properly identitied haw enfortement officers and with prior authorization. Adrussion and discharge of Fodenal detainees shall be fully consistemt with PROVIDER poticies and proccdures.

ICE detainecs shall not be relcasod from the farility into the custady of other Federal, state, or focal officials for aryy reason, except for medical or exorgency sitmations, withon express suthorization of ICE.

## InSPECTION:

The PROVTDER ageees to allow periodic imspections of the facility by ICE insprectors. Findings will be shared with facility adraimistrators in order to promote ingprovements to facility operations or conditions of detaintracnt.

## PER DIEMRATE AND ECONOUIC PBICEADFUSTMENT

The per diem rate shall be 554,25 and may not be adjusted prior to September 30, 2007. Thereafter, the per diem shail' be subjoct to adjustment beved on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Locil Government shall submit a written request to odiustment. All sach requests must ont at least sixty ( 60 ) days prior to the desired effective date of the rate The Local Government agrees to provide aditional cost proposal to substantiate the desired rate increase. und to permit an andit of accountug rexuds upen request by fommition to support the requested rate increase rate may be rexicgotiated not more than onse per year.

Criteria nsed to evaluate the increase or, decrease in the per diem rate shall be those speciffed an the Office of Mantagement and Budget (OMB) Circultar A-87, Cost Principles for Statc. Lacal, and Indion Tribal Governments or other cost and pricing principles mmatually agroad to by the partics The offerive date of sate action
The cifective date of be rave arodification will be negotirted and specifined in a modification to thic IGSA, the month for accounting propaser Pacting Oflicer. The effective date will be establisbed on the first day of motification by the anthorizod Local Grovernment official to rate will be paid upon the retarn of the signed

## BIIENG PROCEDURE:

(A) Invoices-Monthly invoices shall be submityed to we COTR withix 10 business days after the month of performaner invoiced. Invoices shall itemize cach detaine by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detaince doys usex.
(B) Invoices Sabmission

## U.S. Imanigration and Customs Winforcement TBD

(B) Payment - Payments will bc made to the PROVIDER after receint of a complete invoice, which shall contain a remithance address. All transfor(s) will be wcomplished through Electronic Fumds Transfer (EFT) on a monthly basis. The Prompt Paymeot Act sidell appiy.

IN Whose WhElepor the undersigned, duly authorized officers, have subscriber their names on behalf of the Stewart County, Georgia and U.S. In migration and Customs Enforcement.

ACCEPTED:
U.S. Immigration and Customs Enforcernent
<Name>
Contracting Offices
or low de t Ban
JUN 302006
Date: $\qquad$

ACCEPTED:
Stewart County, GA

By:


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MET (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: 58-6001114
DUNS Number: 084354919
A. The purpose of this modification is to provide funding in the amount of $\$ 22,000,000.00$ and allocate the funding for detention service for the care of detainees at steward Detention Center, Lumpkin, Georgia.
B. The period of performance from October 1, 2006 through september 30, 2007 .

Delivery: 30 Days After Award
Discount Terms:

## b2Low <br> Continued ...

Except as provided herein, all terms and conditions of the document referenced in liem 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson |  |
| :---: | :---: | :---: | :---: |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED |  | 16C. DATE SIGNED <br> $06 / 07 / 2007$ |
| NSN 7540-01-152-8070 <br> Previous edition unusable |  | STANDARD FORM 30 (REV. 10-83) <br> Prescribed by GSA <br> FAR (48 CFR) 53.243 |  |



| AMENDMENT OF SOLICITATIONMMODIFICATION OF CONTRACT |  |  |  | 1. CONTRACT ID CODE |  | Page of |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2. AMENDMENTMODIFICATION NO.$\underline{P} 00005$ |  | $\begin{aligned} & \text { 3. EFFECTIVE DATE } \\ & 10 / 17 / 2007 \\ & \hline \end{aligned}$ | 4. REQUISITION/PURCHASE REQ. NO. |  | 5. PROJECT NO. (If applicable) |  |  |
| 6. ISSUED BY CODE |  | CE/DM/DC-DC | 7. ADMINISTERED BY (ffother than ftem 6) |  |  |  |  |
|  |  | ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536 |  |  |  |  |  |
|  |  |  |  |  |  |  | ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 <br> Attn: <<Enter Contract Specialist>> Washington DC 20536 |  |  |  |  |
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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) |  |  | (x) ${ }^{\text {SA. AMENDMENT OF SOLICITATION NO. }}$ |  |  |  |  |
| STEWART COUNTY GA <br> 79 HOLDER ROAD <br> ATTN STONIE PATTERSON CHAIRMAN <br> 22 838-5000 <br> LUMPKIN VA 31815 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0005 <br> HSCEOP06FIG00008 |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | 108. DATED (SEE ITEM 11)$10 / 17 / 2007$ |  |  |  |  |
| CODE 9900000000999 |  | FACILITY CODE |  |  |  |  |  |  |
|  |  | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS |  |  |  |  |  |
| $\square$ The above numbered solicitation is amended as set forth in ltem 14. The hour and date specified for receipt of Offers $\square$ is extended. $\square$ 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 retuming $\qquad$ 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 ACKNOMLEDGEMENT 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. |  |  |  |  |  |  |  |
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| 12. ACCOUNTING AND APPROPRIATION DATA (If required) No Change |  |  |  |  |  |  |  |
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| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACTIORDER NO. AS DESCRIBEDIN ITEM 14. |  |  |  |  |  |  |  |
| CHECK | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |  |  |  |  |  |  |
|  | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT.TO AUTHORITY OF: |  |  |  |  |  |  |
| D. OTHER (Specify type of modification and authority) |  |  |  |  |  |  |  |
| E. IMPORTANT: Contractor $\quad$ 区is not. $\square$ is required to sign this document and retum___ copies to the issuing office. |  |  |  |  |  |  |  |
| 14. DESCRIPTION OF AMENDMENTMODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) |  |  |  |  |  |  |  |
| Tax ID Number: 58-6001114 DUNS Number: 084354919 |  |  |  |  |  |  |  |
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| A. The purpose of this modification is to correct the Inter Governmental Service Agreeme |  |  |  |  |  |  | number from DROIGSA-06-0003 to DROIGSA-06-0005 on task order HSCEOPO6FIG00008 which |
| includes all prior modifications P00001 dated 9/30/06, P00002 dated10-/4/06, P00003 dated |  |  |  |  |  |  |  |
| 6/07/07 and P00004 dated 6/15/07. |  |  |  |  |  |  |  |

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.



14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including soliciation/contract subject matter where feasible.)

DUNS Number: 084354919
The purpose of this modification is to add Line Item 0005 and provide funding under Requisition FAT08009.5 in the amount of $\$ 3,498,400.00$ for Line Item 0005 -
Expansion Using Breach Bond Funds - Alien Adult Detention - for FY08 contract performance
in accordance with IGSA No. DROIGSA-06-0005.

Availability of Funds: Funding provided covers contract performance through approximately September 30,2008 . Funding for efforts beyond that date are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment Continued ...



| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-06-0005/HSCEDM-08-F-IG010/P00005 |  |  | Page OF <br> 3 3 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| NAME OF OFFEROR OR CONTRACTORSTEWART COUNTY GA |  |  |  |  |  |
| ITEM NO. <br> (A) | SUPPLIES/SERVICES <br> (B) | QuANTITY UNIT <br> (C) (D) | UNIT PRICE <br> (E) | AMOUNT <br> (F) |  |
|  | DHS/ICE DRO Proaram Office POC: Wendie Wyatt-Powell, $\square$ <br> Contracting Officer's Technical Rep (COTR): TBD <br> ICE Office of Acquisition Management, Contracting Officer: Jerald Neveleff, $\square$ b2Low <br> ICE Office of Acquisition Management, Contracts Specialist: Arnold Casterline, $\square$ <br> INVOICING INSTRUCTIONS: <br> Please submit 1 original invoice to the following address: <br> DHS/ICE/DRO <br> Atlanta Field Office <br> 77 Forsyth Street, S.W. <br> Atlanta, GA 30303 <br> ATTN: Sandy Young <br> The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center. |  |  |  |  |

