

FACILITY LIST - Population Data as of February 2, 2009; Source: IIDS, February 6, 2009

FACILITY INFORMATION	ADP					
NAME	FY09	FY08	FY07	FY06	FY05	FY04
BUTLER COUNTY JAIL	194	113	0	0	0	0
SENECA COUNTY JAIL	109	108	99	57	43	61

United States Department of Justice
Immigration & Naturalization Service

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-7-I-0078	2. Effective as of 11 June 2001	3. Modification Number 02
4. Issuing INS Office Address: Immigration & Naturalization Service 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: Ned R. Ross, Contract Specialist Phone: (802) [redacted]	5. City/County/State Government: Seneca County Jail 3040 South State Route 100 Tiffin, OH 44883 SHERIFF TOM STEYER Contact Person: Mal. Tim. Thoms Phone: (419) [redacted]	
6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED): The term or performance period of this agreement is changed from "five years from the date of execution" to "indefinite". The paragraph at the top of page 5 of this agreement referring to effective date and period of performance is hereby changed to read: "This agreement shall be in effect upon execution by both parties, and shall remain in effect indefinitely, unless terminated sooner in writing, by either party, as discussed below."		
<input type="checkbox"/> Local Government is not required to sign this document <input checked="" type="checkbox"/> Local Government is required to sign this document and return <u>1</u> copies to the issuing office		
7. Local Government: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>[Signature]</i> Signature</p> <p>2-13-03 Date</p> </div> <div style="width: 45%;"> <p>Tom Distel Seneca Co. Board. Jimmie Young of Commissioners Joe Schock Name and Title (Type or print)</p> </div> </div> <p>(For additional signatures, please attach another page)</p>		
8. Federal Government: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>[Signature]</i> Contracting Officer Signature</p> <p>3/12/03 Date</p> </div> <div style="width: 45%;"> <p>Roger E. Fregeau Name (Type or print)</p> </div> </div>		

APPROVED AS TO FORM ONLY:

[Signature]
Seneca Co. Prosecutor's Office

2/5/03
Date

United States Department of Homeland Security
Bureau of Immigration & Customs Enforcement

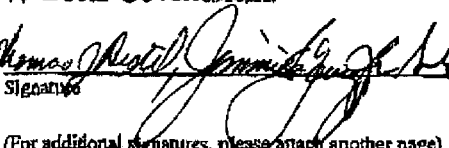
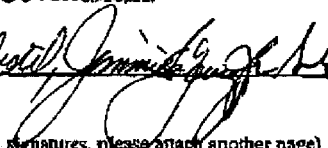
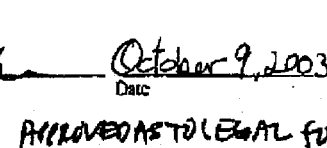

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-7-I-0078	2. Effective as of date in block 8	3. Modification Number 004
4. Issuing INS Office Address: Department of Homeland Security 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: Ned R Ross Phone: (802) [REDACTED]	5. City/County/State Government: Seneca County Jail 3040 South State Route 100 Tiffin, OH 44883 Contact Person: Sheriff Tom Steyer Phone: (419) [REDACTED]	
6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED): The purpose of this modification is to change the language on page 5 to make it clear that either party may suspend, cancel, or terminate this agreement for any reason whatsoever. Therefore, the following changes are made: delete the second paragraph on page 5 which starts "Should conditions of an unusual nature...." and replace it with the following paragraph: "Either party to this agreement may cancel this agreement at any time without penalty or cause by giving written notice to the other party at least 30 days prior to the effective date of a formal termination and at least two week in advance of suspension or restriction of use unless an emergency situation requires the immediate relocation of aliens."		
<input type="checkbox"/> Local Government is <u>not</u> required to sign this document		<input checked="" type="checkbox"/> Local Government is required to sign this document and return <u>1</u> copy(s) to the issuing office.
7. Local Government: Signature: <u>Thomas J. Distel</u> <u>Jimmie E. Young</u> Date: <u>1/29/04</u> Seneca County Commissioner Name and Title (Type or print) (For additional signatures, please attach another page)		
8. Federal Government: Contracting Officer Signature: <u>Roger E. Fregeau</u> Date: <u>2/20/04</u> Name (Type or print): <u>ROGER E. FREGEAU</u>		

EEI - 9 001

United States Department of Homeland Security
Bureau of Immigration & Customs Enforcement

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-7-I-0078	2. Effective as of date in block 8	3. Modification Number 003
4. Issuing DHS Office Address: Administrative Center Burlington Office of Procurement and Property Management 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: Ned R. Ross, Contract Specialist Phone: (802) [REDACTED]	5. City/County/State Government: Seneca County Jail 3040 South State Route 100 Tiffin, OH 44883 Contact Person: Sheriff Tom Steyer Phone: (419) [REDACTED]	
6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED): The purpose of this modification is to add provisions for Escort and Transportation services and to include the U.S. Marshals Service (USMS) as a participant in this agreement. Therefore, the following changes are made: [A] Add the following to the paragraph captioned Support and Medical Services: <u>Escort and Transportation services.</u> The Service Provider will provide, upon request and as mutually agreed upon, necessary escort and transportation services for BICE detainees to and from designated locations. Escort services will be required for escorting detainees for routine and emergency off-site medical services; escorting detainees to court hearings; escorting witnesses to the courtroom; ensuring secure custody of detainees during proceedings; and escorting and transporting detainees between various incarceration locations. Escort and transportation services shall be performed by qualified sworn law enforcement or correctional officer personnel employed by the Service Provider and under its policies, procedures and authorities. BICE shall reimburse the Service Provider for any hourly expenses for guarding purposes if the Service Provider is required to provide such service at the rate of <u>\$20.00 per hour</u> . When a vehicle owned by the Service Provider is used, the Service Provider shall be reimbursed at the rate of <u>\$36/mile (36 cents/mile)</u> . All costs for escort and transportation services shall be listed separately on the monthly invoice. When utilizing BICE vehicles the Service Provider will be reimbursed for actual hours provided only. <i>Continued on page 2</i>		
<input type="checkbox"/> Local Government is not required to sign this document <input checked="" type="checkbox"/> Local Government is required to sign this document and return <u>1</u> copy to the issuing office		
7. Local Government:    Signature _____ Date <u>October 9, 2003</u> Name and Title (Type or print) <u>Thomas J. Distel Seneca County Commissioners</u> <u>Jimmie E. Young County Commissioners</u> <u>Joseph E. Schock County Commissioners</u> (For additional signatures, please attach another page) <u>APPROVED AS TO LEGAL FORM: [Signature]</u>		
8. Federal Government:  Contracting Officer Signature _____ Date <u>10/17/03</u> Name (Type or print) <u>ROGER E. FREGEAU</u>		

[B] The U.S. Marshals Service (USMS) is included as a participant in this Intergovernmental Service Agreement. This change is made specifically to authorize USMS to use the Seneca County Jail to detain persons in the custody of the USMS. Services will be provided to the USMS on the same basis as provided to the Bureau of Immigration and Customs Enforcement (BICE) including the same Detainee Day Rate of \$55.00 per day. BICE remains the contracting entity on behalf of the U.S. Government for this IGSA.

Invoices for USMS detainees shall be sent to the following address:

U. S. Marshals Service
801 West Superior Avenue
Suite 1200 US Courthouse
Cleveland, OH 44113-1853

Seneca County Jail
3040 South State Route 100
Tiffin, Ohio . 44883

Modification No. 01
IGSA/CLE-96-7007

This modification number 01 to Intergovernmental Service Agreement CLE-96-7007 makes the following changes, effective 10/01/96:

- A. The Agreement number is hereby changed from CLE-96-7007 to **ACB-7-I-0078**.
- B. The new Contracting Officer name and address are as follows.

Roger E. Fregeau, Contracting Officer
U.S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Telephone No. (802) [REDACTED] b6
- C. The new Payment address on page 4 of the Agreement is as follows:

U.S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Attn: Finance
Telephone No. (802) 660-1127
- D. Modifications/Disputes on page 5 shall be forwarded to the Contracting Officer as listed above.

For the INS:

Roger E. Fregeau
Roger E. Fregeau
Contracting Officer
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vt 05403-6813

Date: 1/29/97

Agreement No: IGSA/CLE 96-7007

INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN
THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND THE SENECA COUNTY JAIL

PURPOSE

The Purpose of this intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the United States Immigration and Naturalization Service (hereafter referred to as the "Service") and the Seneca County Jail (hereafter referred to as the "Provider") for the detention and care of persons charged with violations of the Immigration and Nationality Act, (INA) as amended and related criminal statutes.

For the purpose of administering this Agreement, the Service will be represented by the District Director or Chief Patrol Agent of the INS area in which the services are provided. Designation, coordination and execution of facility inspections shall be directed by the Service Representative.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of Service detainees in accordance with Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for emergency medical services.

The Provider shall notify the designated contact person at the local Service office within twelve (12) hours of all medical emergencies requiring removal of a detainee from the Facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon. For medical care provided outside the facility, the Service retains the option of designating a medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service.

All costs associated with hospital or health care services provided outside the Provider's facility, will be billed to and paid directly by the Service. The health care provider shall be advised to invoice the Service directly for services provided, addressing itemized bills to the Service representative.

The United States Public Health Service is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees. Additionally, the Provider agrees to make a reasonable effort to obtain completed Service Form I-813, INS Health Care Program Authorization for Disclosure of Information, from detainees being referred for outside medical treatment, and provide the executed forms to the Service.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons committed by Service Officers for violations of the Immigration and Nationality Act and related criminal statutes only upon presentation by the officer of proper INS credentials.

The Provider agrees to release Service detainees only to Service officers or agents specified by the Service; the officer or agent must present proper credentials. Any questions regarding any individual presenting himself as having such authority, should be addressed to the contact persons, identified later in this document, before releasing any detainee(s).

Service detainees may not be released from custody or placed in the custody of other jurisdictions for any reason except for medical or other emergent situations or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for state or local court proceedings, only the Service Representative, or his designee, can authorize release of the detainee. The Service Representative shall be immediately advised regarding any such request.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory,
2. meet or exceed all applicable fire and/or life safety codes and will have and maintain appropriate smoke/fire detection equipment in the facility,
3. A minimum of three, nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds four (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals,
4. Appropriate 24 hour emergency medical care, and emergency evacuation procedures,
5. When detained overnight, each detainee will be provided a mattress, and when appropriate, a blanket.

FACILITY LOCATION

The Provider shall provide detention services for aliens at the following institution(s):

Seneca County Jail
3040 South Street Route 100
Tiffin, OH 44883

INSPECTION

The Provider agrees to allow periodic inspections of the facility by Service Jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards discussed above, will be sufficient cause for suspension of this agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$55.00 per manday. The rate covers one person per day. The government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

The Provider shall prepare and submit an itemized invoice for the services provided each month, in arrears. The invoice is to be submitted to the following location:

U.S. Immigration and Naturalization Service
1240 East 9th Street, Room 1917
Cleveland, Ohio 44199
ATTN: Deportation

The prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this Agreement and requires the payment to the Provider of interest on overdue payments. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.

Payment under this agreement will be due the thirtieth (30) calendar day after receipt of a proper invoice in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date the payment is made.

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, phone number and complete mailing list address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

PAYMENTS WILL BE ISSUED FROM

IMMIGRATION AND NATURALIZATION SERVICE
FINANCE OFFICER (ROBUD/VOUCHERS)
BISHOP HENRY WHIPPLE FEDERAL BUILDING, RM 400
1 FEDERAL DRIVE
PORT SNELLING, MINNESOTA 55-40007

This agreement shall be in effect upon execution by both parties, and shall remain in effect for five years from the date of execution, unless terminated sooner in writing, by either party, as discussed below.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, either party may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the other party. Such notice will be provided 30 days in advance of the effective date of a formal termination and at least two weeks in advance of suspension or restriction of use unless an emergency situation requires the immediate relocation of aliens.

The Provider may initiate a request for a rate increase or decrease by notifying the local office of the Service in writing at least 60 days prior to the desired effective date of the adjustment. Any rate increase must be justified in writing to the local Service office prior to being approved. Adjustments will be evaluation on the justification provided and the reasonableness of the proposed price increase. Changes in rate or other terms and/or conditions of this agreement, shall be effected by the issuance of either an amendment to this agreement, or the execution of a new agreement.

MODIFICATIONS/DISPUTES

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be approved by the Service Representative and the Provider. Service approval will be shown through issuance of an amendment to this Intergovernmental Service Agreement or execution of a new agreement.

Disputes, questions or concerns pertaining to this agreement will be resolved between the Service and the Provider authorized agent. Unresolved issues are to be directed to:

Immigration and Naturalization Service
Central Regional Office
ATTN: Supervisory Contracting Specialist
Whipple Federal Building
1 Federal Building
Ft. Snelling, Minnesota 55111-4007

ORDERING OFFICE(S)

The following Service office(s) at the address(es) shown may place Intergovernmental Service Agreement Delivery Orders for detention related services in accordance with this agreement:

U.S. Immigration and Naturalization Service
1240 East 9th Street, Rm 1917
Cleveland, Ohio 44199
ATTN: Deportation

CONTACT PERSON(S)

The Provider is advised to contact the following representative(s) at the local Service office(s) for assistance in matters related to this agreement

Name: [REDACTED] b6,b7c
Title: Assistant District Director
Detention & Deportation
Phone: 216- [REDACTED] (8:00a-4:30p)
216- [REDACTED] b6,b7c (all other times)

Name: [REDACTED] b6,b7c
Title: Deportation Officer
Phone: 216- [REDACTED] (8:00a-4:30p)
216- [REDACTED] b6,b7c (all other times)

The Service may contact the following representative of the Provider for assistance in matters related to this agreement:

Name: [REDACTED] b6,b7c
Title: Jail Administrator
Phone: 419- [REDACTED] b6,b7c or 419- [REDACTED] b6,b7c
Weekends only call 419- [REDACTED] b6,b7c

THIS AGREEMENT is subject to the availability of congressionally appropriated funds to the Service.

Attached addendum to be part of said agreement between U.S. Immigration & Naturalization Service and Seneca County Jail.

SIGNATURES & EXECUTION

IN WITNESS, the parties have caused this Agreement to be executed on the day written below.

US DEPARTMENT OF JUSTICE
IMMIGRATION & NATURALIZATION SERVICE
1240 EAST 9TH STREET, ROOM 1917
CLEVELAND, OHIO 44199

Robert Brown
Signature

JUNE 12, 1996
Date Signed

SENECA COUNTY JAIL
3040 SOUTH STATE ROUTE 100
TIFFIN, OHIO 44883

Name(s) of Person(s) authorized to
Sign on Behalf of the Provider

Approved as to form only!
[Signature] 3/1/96
Asst Seneca Co. Prosecutor

George E. Cook Kenneth J. Coster
Signature

March 1, 1996
Date Signed

CONTRACT TO PROVIDE PRISONER HOUSING

This Agreement, entered into by and between the Board of County Commissioners, Seneca County, Ohio, hereinafter called SENECA COUNTY, and _____, by and through its duly authorized officials or agents, hereinafter called CONTRACTEE:

WITNESSETH:

WHEREAS, Contractee is duly authorized to exercise, perform or render, or contract for jail services; and

WHEREAS, Contractee is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its prisoners; and

WHEREAS, Seneca County and Contractee desire that Seneca County provide jail services to Contractee and to have Contractee's prisoners incarcerated and cared for in the Seneca County Jail for such periods of time as may be directed by Contractee, and

WHEREAS, the parties hereby are duly authorized to enter into this Agreement pursuant to Section 307.15 of the Ohio Revised Code;

NOW THEREFORE, for the considerations hereinafter named, the parties hereto agree as follows:

1. Upon delivery to the Seneca County Jail by Contractee of its prisoners, along with proper commitment papers, criminal record and medical report, Seneca County shall accept and receive said prisoners for incarceration therein; provided however, that this agreement imposes no obligation upon Seneca County to accept any or all such prisoners tendered by Contractee for incarceration in the Seneca County Jail when, at the discretion of the Sheriff of Seneca County, Ohio, or his duly authorized agents, he, for whatever reason, chooses not to do so. It shall be the obligation of Contractee to telephone or otherwise contact the Sheriff of Seneca County, Ohio, prior to delivery of Contractee's prisoners, to ascertain that the same will be accepted for incarceration within the Seneca County Jail.
2. The transportation of prisoners to and from the Seneca County Jail shall remain the responsibility of, and shall be provided by Contractee at its expense.
3. The care, control, custody and supervision of prisoners accepted by Seneca County shall be exercised in the same manner as Seneca County provides to its own prisoners and shall be exercised in conformity with the minimum standards for jails in Ohio as adopted by the Ohio Department of Rehabilitation and Corrections and the rules, regulations and policies of the operation of the Seneca County Jail as adopted by the Sheriff of Seneca County, Ohio.
4. For providing such jail services Contractee shall pay to Seneca County the sum of FIFTY-FIVE DOLLARS AND 00/100 (\$55.00) for each of Contractee's prisoners per prisoner.

day. The term "prisoner day" shall mean any one twenty-four (24) hour day, or any part thereof, separately computed for each of Contractee's prisoners, during which said prisoner is actually subject to the care, control, custody and supervision of the Sheriff of Seneca County, Ohio, or any of his agents or employees.

5. Contractee shall be responsible for paying to Seneca County all sums expended for or incurred in the name of Seneca County for any and all medical or hospital treatments necessary for the care of Contractee's prisoner or prisoners while such prisoner or prisoners are in the custody and control of Seneca County including prescription medications, x-rays laboratory work, physical therapy, testing and referrals to outside physicians or specialists, except that routine in-house medical services shall be provided to Contractee's prisoners at no additional cost. In the event hospitalization is deemed necessary, Seneca County shall notify Contractee as soon as the fact is known or as soon thereafter as possible. Where hospital service is required for any such prisoner, such service shall be provided at the Tiffin Mercy Hospital, Tiffin, Ohio.
6. Seneca County may reject and refuse to receive any prisoner who may be afflicted with any contagious, infectious or venereal disease, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Seneca County may refuse to keep such prisoner thereafter following notice to Contractee, and following receipt of such notice Contractee agrees to receive back, upon delivery to the Contractee's Jail, such affected prisoner.
7. Seneca County may reject or refuse to receive any prisoner who may be inflicted with a prior medical problem such as a contagious disease, mental condition, illness or injury that has not been first treated prior to entry into the Seneca County Jail. The Sheriff of Seneca County shall have charge of the Seneca County Jail and he shall exercise his discretion whereas he may refuse to receive any such prisoner for any reasons based upon current Jail population, internal security conditions of the Jail, or any other reasons.
8. Contractee shall reimburse Seneca County for any and all damage to the Seneca County Jail; its fixtures, appliances, equipment, or other property owned by Seneca County, caused whether intentionally or negligently, by Contractee's prisoners. Contractee has no obligation to reimburse Seneca County for ordinary wear and tear to Seneca County's real and personal property, or any personal injury to any of Seneca County's officials, agents or employees.
9. Seneca County shall prepare and submit to Contractee, at least once per month, an itemized statement specifying all obligations for payment required of Contractee hereunder. Contractor shall pay unto Seneca County the amount specified in such statement within thirty (30) days of the date such statement is received by Contractee.
10. This Agreement shall commence forthwith upon the execution

of the same and shall continue in force until terminated by either party upon a thirty (30) days' written notice of its intent not to renew said Agreement. This Agreement may be amended or modified in writing by the parties at any time.

SENECA COUNTY



U.S. Department of Justice
Immigration and Naturalization Service

Administrative Center
70 Kimball Avenue
So. Burlington, VT 05403

March 12, 2003

Seneca County Jail
ATTN: Sheriff Tom Steyer
3040 South State Route 100
Tiffin, OH 44883

RE: Intergovernmental Service Agreement ACB-7-I-0078 Modification 02

Dear Sheriff Steyer:

I am pleased to return the fully executed modification 02 to IGSA ACB-7-I-0078. This modification changes the performance period to indefinite.

There are no other changes in the terms, conditions, or rates.

Once again, let me thank you and your staff for providing these important detention services.

Sincerely,

Ned R. Ross
Contract Specialist

Cc: Official File

DRO

✓ CLE

DEC

100

United States Department of Justice
Immigration & Naturalization Service

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-7-I-0078	2. Effective as of 11 June 2001	3. Modification Number 02
4. Issuing INS Office Address: Immigration & Naturalization Service 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: Ned R. Ross, Contract Specialist Phone: (802) [REDACTED] b6	5. City/County/State Government: Seneca County Jail 3040 South State Route 100 Tiffin, OH 44883 SHERIFF STEYER Contact Person: Maj. Tim Thwaites Phone: (419) [REDACTED] b6	
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7. Local Government: Signature _____ Date _____ Name and Title (Type or print) _____ (For additional signatures, please attach another page)		
8. Federal Government: Contracting Officer Signature _____ Date _____ Roger E. Fregeau Name (Type or print)		



Department of Homeland Security
Bureau of Immigration & Customs Enforcement

ACBPPM

Office of Procurement & Property Management

Administrative Center
70 Kimball Avenue
South Burlington, Vermont 05403-6813

October 22, 2003

Seneca County Jail
ATTN: Sheriff Tom Steyer
3040 South State Route 100
Tiffin, OH 44883

RE: Jail Agreement ACB-7-I-0078 Modification 003

Dear Sheriff Steyer:

I'm returning a fully executed copy of Modification 003 to our Intergovernmental Service Agreement ACB-7-I-0078 for jail services. This modification makes provisions for payment of escort and transportation services and also permits the U.S. Marshals Service to use this same agreement at the same rates and on the same terms and conditions as does Homeland Security.

I expect the USMS will be contacting you in the near future. Please be sure you coordinate with the USMS for all off-site medical care and any invoice or payment procedures that apply to housing USMS prisoners.

We appreciate the valuable services you provide to the Department of Homeland Security. As always, if you have any questions or if I can help you in any way please contact me at 802-b6

Sincerely,

Ned R. Ross

Contract Specialist

CC: Dallas Finance Center

✓ Cleveland DRO

Detroit DRO

USMS

File

[B] The U.S. Marshals Service (USMS) is included as a participant in this Intergovernmental Service Agreement. This change is made specifically to authorize USMS to use the Seneca County Jail to detain persons in the custody of the USMS. Services will be provided to the USMS on the same basis as provided to the Bureau of Immigration and Customs Enforcement (BICE) including the same Detainee Day Rate of \$55.00 per day. BICE remains the contracting entity on behalf of the U.S. Government for this IGSA.

Invoices for USMS detainees shall be sent to the following address:

U. S. Marshals Service
801 West Superior Avenue
Suite 1200 US Courthouse
Cleveland, OH 44113-1853

United States Department of Homeland Security
Bureau of Immigration & Customs Enforcement

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-7-I-0078	2. Effective as of date in block 8	3. Modification Number 003
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4. Issuing DHS Office Address: Administrative Center Burlington Office of Procurement and Property Management 70 Kimball Avenue South Burlington, VT 05403-6813	5. City/County/State Government: Seneca County Jail 3040 South State Route 100 Tiffin, OH 44883
Contact Person: Ned R Ross, Contract Specialist Phone: (802) [b6]	Contact Person: Sheriff Tom Steyer Phone: (419) [b6]

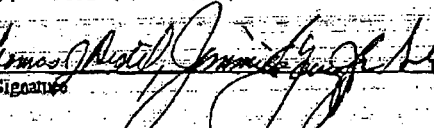
6. Description of Modification (EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE AGREEMENT IDENTIFIED IN BLOCK 1 REMAIN UNCHANGED): The purpose of this modification is to add provisions for Escort and Transportation services and to include the U.S. Marshals Service (USMS) as a participant in this agreement. Therefore, the following changes are made:


[A] Add the following to the paragraph captioned Support and Medical Services:
Escort and Transportation services. The Service Provider will provide, upon request and as mutually agreed upon, necessary escort and transportation services for BICE detainees to and from designated locations. Escort services will be required for escorting detainees for routine and emergency off-site medical services; escorting detainees to court hearings; escorting witnesses to the courtroom; ensuring secure custody of detainees during proceedings; and escorting and transporting detainees between various incarceration locations. Escort and transportation services shall be performed by qualified sworn law enforcement or correctional officer personnel employed by the Service Provider and under its policies, procedures and authorities. BICE shall reimburse the Service Provider for any hourly expenses for guarding purposes if the Service Provider is required to provide such service at the rate of \$20.00 per hour. When a vehicle owned by the Service Provider is used, the Service Provider shall be reimbursed at the rate of \$.36/mile (36 cents/mile). All costs for escort and transportation services shall be listed separately on the monthly invoice. When utilizing BICE vehicles the Service Provider will be reimbursed for actual hours provided only.

Continued on page 2

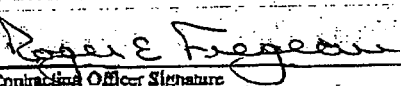
Local Government is not required to sign this document Local Government is required to sign this document and return 1 copy to the issuing office

7. Local Government:

	October 9, 2003	Thomas J. Distel Seneca County Commissioner
Signature	Date	Name and Title (Type or print)

(For additional signatures, please attach another page) APPROVED AS TO LOCAL FORM: 

8. Federal Government:

	10/17/03	ROGER E. FREGEAU
Contracting Officer Signature	Date	Name (Type or print)

Agreement No: IGSA/CLE 96-7007

INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN
THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND THE SENECA COUNTY JAIL

PURPOSE

The Purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the United States Immigration and Naturalization Service (hereafter referred to as the "Service") and the Seneca County Jail (hereafter referred to as the "Provider") for the detention and care of persons charged with violations of the Immigration and Nationality Act, (INA) as amended and related criminal statutes.

For the purpose of administering this Agreement, the Service will be represented by the District Director or Chief Patrol Agent of the INS area in which the services are provided. Designation, coordination and execution of facility inspections shall be directed by the Service Representative.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of Service detainees in accordance with Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for emergency medical services.

The Provider shall notify the designated contact person at the local Service office within twelve (12) hours of all medical emergencies requiring removal of a detainee from the Facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon. For medical care provided outside the facility, the Service retains the option of designating a medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service.

All costs associated with hospital or health care services provided outside the Provider's facility, will be billed to and paid directly by the Service. The health care provider shall be advised to invoice the Service directly for services provided, addressing itemized bills to the Service representative.

The United States Public Health Service is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees. Additionally, the Provider agrees to make a reasonable effort to obtain completed Service Form I-813, INS Health Care Program Authorization for Disclosure of Information, from detainees being referred for outside medical treatment, and provide the executed forms to the Service.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons committed by Service Officers for violations of the Immigration and Nationality Act and related criminal statutes only upon presentation by the officer of proper INS credentials.

The Provider agrees to release Service detainees only to Service officers or agents specified by the Service; the officer or agent must present proper credentials. Any questions regarding any individual presenting himself as having such authority, should be addressed to the contact persons, identified later in this document, before releasing any detainee(s).

Service detainees may not be released from custody or placed in the custody of other jurisdictions for any reason except for medical or other emergent situations or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for state or local court proceedings, only the Service Representative, or his designee, can authorize release of the detainee. The Service Representative shall be immediately advised regarding any such request.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory,
2. meet or exceed all applicable fire and/or life safety codes and will have and maintain appropriate smoke/fire detection equipment in the facility,
3. A minimum of three, nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds four (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals,
4. Appropriate 24 hour emergency medical care, and emergency evacuation procedures,
5. When detained overnight, each detainee will be provided a mattress, and when appropriate, a blanket.

FACILITY LOCATION

The Provider shall provide detention services for aliens at the following institution(s):

Seneca County Jail
3040 South Street Route 100
Tiffin, OH 44883

INSPECTION

The Provider agrees to allow periodic inspections of the facility by Service jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards discussed above, will be sufficient cause for suspension of this agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$55.00 per manday. The rate covers one person per day. The government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

The Provider shall prepare and submit an itemized invoice for the services provided each month, in arrears. The invoice is to be submitted to the following location:

U.S. Immigration and Naturalization Service
1240 East 9th Street, Room 1917
Cleveland, Ohio 44199
ATTN: Deportation

The prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this Agreement and requires the payment to the Provider of interest on overdue payments. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.

Payment under this agreement will be due the thirtieth (30) calendar day after receipt of a proper invoice in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date the payment is made.

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, phone number and complete mailing list address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

PAYMENTS WILL BE ISSUED FROM

IMMIGRATION AND NATURALIZATION SERVICE
FINANCE OFFICER (ROBUD/VOUCHERS)
BISHOP HENRY WHIPPLE FEDERAL BUILDING, RM 400
1 FEDERAL DRIVE
RT SNELLING, MINNESOTA 551-40007

This agreement shall be in effect upon execution by both parties, and shall remain in effect for five years from the date of execution, unless terminated sooner in writing, by either party, as discussed below.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, either party may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the other party. Such notice will be provided 30 days in advance of the effective date of a formal termination and at least two weeks in advance of suspension or restriction of use unless an emergency situation requires the immediate relocation of aliens.

The Provider may initiate a request for a rate increase or decrease by notifying the local office of the Service in writing at least 60 days prior to the desired effective date of the adjustment. Any rate increase must be justified in writing to the local Service office prior to being approved. Adjustments will be evaluation on the justification provided and the reasonableness of the proposed price increase. Changes in rate or other terms and/or conditions of this agreement, shall be effected by the issuance of either an amendment to this agreement, or the execution of a new agreement.

MODIFICATIONS/DISPUTES

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be approved by the Service Representative and the Provider. Service approval will be shown through issuance of an amendment to this Intergovernmental Service Agreement or execution of a new agreement.

Disputes, questions or concerns pertaining to this agreement will be resolved between the Service and the Provider authorized agent. Unresolved issues are to be directed to:

Immigration and Naturalization Service
Central Regional Office
ATTN: Supervisory Contracting Specialist
Whipple Federal Building
1 Federal Building
Ft. Snelling, Minnesota 55111-4007

ORDERING OFFICE(S)

The following Service office(s) at the address(es) shown may place Intergovernmental Service Agreement Delivery Orders for detention related services in accordance with this agreement:

U.S. Immigration and Naturalization Service
1240 East 9th Street, Rm 1927
Cleveland, Ohio 44199
ATTN: Deportation

CONTACT PERSON(S)

The Provider is advised to contact the following representative(s) at the local Service office(s) for assistance in matters related to this agreement

Name: [redacted] b6,b7c
Title: Assistant District Director
Detention & Deportation
Phone: 216- [redacted] (8:00a-4:30p)
216- [redacted] b6,b7c (all other times)

Name: [redacted] b6,b7c
Title: Deportation Officer
Phone: 216- [redacted] (8:00a-4:30p)
216- [redacted] b6,b7c (all other times)

The Service may contact the following representative of the Provider for assistance in matters related to this agreement:

Name: [redacted] b6,b7c
Title: Jail Administrator
Phone: 419- [redacted] b6,b7c or 419- [redacted] b6,b7c
Weekends only call 419- [redacted] b6,b7c

THIS AGREEMENT is subject to the availability of congressionally appropriated funds to the Service.

Attached addendum to be part of said agreement between U.S. Immigration & Naturalization Service and Seneca County Jail.

SIGNATURES & EXECUTION

IN WITNESS, the parties have caused this Agreement to be executed on the day written below.

US DEPARTMENT OF JUSTICE
IMMIGRATION & NATURALIZATION SERVICE
1240 EAST 9TH STREET, ROOM 1917
CLEVELAND, OHIO 44199

Robert Brown

Signature

JUNE 12, 1996

Date Signed

SENECA COUNTY JAIL
3040 SOUTH STATE ROUTE 100
TIFFIN, OHIO 44883

Name(s) of Person(s) authorized to
Sign on Behalf of the Provider

Approved as to form only!
[Signature] 3/1/96
Asst Seneca Co. Prosecutor

[Signature]
Signature

March 1, 1996

Date Signed

IGSA #DROIGSA-07-0035
INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
AND
SENECA COUNTY JAIL, TIFFIN, OHIO

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and SENECA COUNTY JAIL ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institution(s):

SENECA COUNTY JAIL
3040 South State Route 100
Tiffin, OH 44883

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention, and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is \$58.00. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed

under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in a delivery order to this Agreement that is supported by the ICE Contracting Officer. This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.

- B. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the SENECA COUNTY JAIL. If either that facility, or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.
- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article III. Covered Services

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.
- C. Unit of Service and Financial Liability: The unit of service is called a "detainee day" and is defined as one person per day. The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such costs include but are not limited to:

- 1) Salaries of elected officials

- 2) Salaries of employees not directly engaged in the housing and detention of detainees
- 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
- 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
- 5) Operating costs of facilities not utilized by Federal detainees
- 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
- 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
- 8) Contingencies

D. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the detainees' language, as appropriate, to detainees who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use detainees for translation services. If the Service Provider uses a detainee for translation service, it shall notify ICE within twenty-four (24) hours of the translation service.

E. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings; escorting witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVII.

Article IV. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: 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.

- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- E. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

Article V. DHS/ICE Detention Standards

SATISFACTORY PERFORMANCE:

The Service Provider is required to house detainees and perform related detention services in accordance with the most current edition of **ICE National Detention Standards** (<http://www.ice.gov/partners/dro/opsmanual/index.htm>). ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.

Article VI. Medical Services

- A. Auspices of Health Authority: The Service Provider shall provide ICE detainees with on-site health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.
- B. Level of Professionalism: The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a licensed practical nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS).
- C. Access to Health Care: The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care

staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

- D. On-Site Health Care: The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any ICE detainee an additional fee or Co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within twenty-four (24) hours of arrival at the facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- E. Arrival Screening: Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical). The health care service provider or trained health care personnel may perform the arrival screening.
- F. Acceptance of Detainees with Extreme Health Conditions: If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify the ICE COTR or the designated ICE official. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. DIHS Pre-Approval for Non-Emergency Off-Site Care: The Service Provider shall obtain DIHS approval for any non-emergency, off-site healthcare for any detainee. DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical health services to DIHS. For medical care provided outside the facility, DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

Phone: (888) 718-8947
FAX: (866) 475-9349
Via website: www.inshealth.org

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

United States Public Health Services
Division of Immigration Health Services

1220 L Street, NW PMB 468
Washington, DC 20005-4018
(Phone): (888)-718-8947
(FAX): (866)-475-9349
Via website: www.inshealth.org

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. Off-Site Guards: The Service Provider shall provide guards at all times detainees are admitted to an outside medical facility.
- J. DIHS Visits: The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

Article VII. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

Article VIII. Employment Screening Requirements

- A. General. The Service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:
 - 1. Felony convictions
 - 2. Conviction of a sex crime
 - 3. Offense/s involving a child victim
 - 4. Felony drug convictions
 - 5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
 - 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.

The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.

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

- C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Service Provider.

The COTR and Contracting Officer shall have the right to inspect the procedures, methods, all documentation and facilities utilized by the Service Provider in complying with the security requirements under this Agreement. Should ICE determine that the Service Provider is not complying with the security requirements of this Agreement, the Service Provider shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with these employment screening requirements.

Article IX. Period of Performance

- A. This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect indefinitely unless terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 60 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI.
- B. Basis for Price Adjustment: A firm fixed price with economic adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon the Service Provider's actual cost experience in providing the service.

Article X. Inspection

- A. Jail Agreement Inspection Report: The Jail Agreement Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as

determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.

- B. Possible Termination: If the Service Provider fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles IX and XI.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

Article XI. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.
- B. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article XII. Adjusting the Detainee Day Rate

ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I. (C). The Parties may adjust the rate twenty-four (24) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not

receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely. See Article XI A.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are no retroactive adjustment(s).

Article XIII. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Invoicing: The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each ICE detainee; detainee's A-number; specific dates of detention for each detainee; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

These addresses listed below will be used based on whether the detainees are being held by either the Cleveland or Columbus sub offices.

Department of Homeland Security
ATTN: Immigration and Customs Enforcement
Deportation Unit
1240 East 9th Street
Suite 535
Cleveland, OH 44199

Department of Homeland Security
ATTN: Immigration and Customs Enforcement
Deportation Unit
50 West Broad Street
Suite 306D
Columbus, OH 43215

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the ICE Deportation office

receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

Article XIV. Government Furnished Property

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

Article XV. Hold Harmless and Indemnification Provisions

- A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*
- B. Federal Government Held Harmless: The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article XVI. Financial Records

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVII. Guard/Transportation Services

- A. Transport Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody a prisoner is held, to 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 ICE Contracting Officer's Technical Representative (COTR) or designated ICE official. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform services. These officers must be appropriately licensed and certified for those duties pursuant to the transportation regulations of the State of Ohio and the U.S. Department of Transportation. **Transport for emergency services only is included in the daily per diem rate.** All other transportation services will be reimbursed at the rate of \$20.00 per hour for one (1) officer and the overtime rate will be \$29.00 per hour for one (1) officer. Overtime charges do not apply until after the total number of hours worked per officer exceeds eight (8) hours in a workday. The related transportation mileage shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates.
- B. Medical Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and to detainees attending off-site court proceedings. An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.

- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards (<http://www.ice.gov/partners/dto/opsmanual/index.htm>) related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: 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.

Article XVIII. Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) will be appointed by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.

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

ACCEPTED:

U.S. Immigration and Customs Enforcement
Susan Erickson
Contracting Officer

ACCEPTED:

SENECA COUNTY JAIL
Thomas G. Steyer
Sheriff

By: Susan D. Erickson By: Thomas G. Steyer

Date: 9/28/07 Date: 9-28-07

The Intergovernmental Service Agreement Number is IGSA #DROIGSA-07-0035

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001 ISSUED BY	3. EFFECTIVE DATE 10/22/2008 CODE ICE/DM/DI	4. REQUISITION/PURCHASE REQ. NO. 194309FDT00000010	5. PROJECT NO. (If applicable)
ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: William Mallison Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENECA COUNTY OF 3140 SOUTH STATE ROUTE 100 SUITE D TIFFIN OH 448838890		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 8475122330000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0035 HSCEDM-09-F-IG015	10B. DATED (SEE ITEM 11) 07/10/2008

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)

Net Increase: \$150,000.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 847512233

The purpose of this modification is to provide FY 09 funding for the month of October 2008 for adult alien detention services at the Seneca County Jail, Tiffin, OH.

As a result of this funding, the obligated amount of the task order is increased from \$0 to \$150,000.00; a net increase of \$150,000.00.

Delivery: 30 Days After Award

Discount Terms:

b2Low

Delivery Location Code: FDT

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	22 OCT 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0035/HSCEDM-09-F-IG015/P00001

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NAME OF OFFEROR OR CONTRACTOR
SENECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DHS ICE/Detention & Removal DHS 333 Mt. Elliott Detroit MI 48207</p> <p>FOB: Destination Period of Performance: 10/01/2008 to 10/31/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>Alien Adult Detention Services: For the detention, housing and care for persons detained.</p> <p>Per diem is \$58.00. Period of performance is the month of October 2008, 31 days.</p> <p>\$95,000.00 is allocated for 1638 total bed days.</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] ----- b2Low</p> <p>Funded: \$95,000.00</p>	1637.931	EA	58.00	95,000.00
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>Transportation / Guard Service - Provide all air, ground/transportation services as may be required to transport detainees securely to location as directed by the ICE COTR or designated ICE official. Transportation between the facility and Ice offices, plus related mileage is included in the per diem rate. Other ICE directed transportation/ guard services are reimbursed at the rate of \$20.00 per hour for regular 8-hour shift. Transportation mileage shall be reimbursed at the mileage rate pursuant to the current General Services Administration (GSA) federal travel allowance rates.</p> <p>Transportation Cost Estimate: \$20.00/Hr X 250 Hrs = \$5,000.00</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...</p>	1	LO	5,000.00	5,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0035/HSCEDM-09-F-IG015/P00001

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NAME OF OFFEROR OR CONTRACTOR
SENECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Accounting Info: [REDACTED] b2Low Funded: \$5,000.00 Add Item 0004 as follows: Alien Adult Detention Services: For the detention, housing and care for persons detained. Per diem is \$58.00. Period of performance is the month of October 2008, 31 days. \$50,000.00 is allocated for 862 total bed days. Product/Service Code: S206 Product/Service Description: GUARD SERVICES Accounting Info: [REDACTED] b2Low Funded: \$50,000.00 DRO Program POC: Bonnie Bieth, (313) [REDACTED] b6 Procurement POC: Jerald Neveleff, contracting officer, (202) [REDACTED] b6 Procurement POC: William Mallison, contract specialist, (202) [REDACTED] b6 ALL OTHER TERMS AND CONDITIONS OF THIS TASK ORDER AND IGSA NO. DROIGSA-07-0035 REMAIN THE SAME.</p>	862.069	EA	58.00	50,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 194309FDT00000010.1	5. PROJECT NO. (If applicable)
ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, 9th Floor Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, 9th Floor Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENECA COUNTY OF 3140 SOUTH STATE ROUTE 100 SUITE D TIFFIN OH 448838890		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 8475122330000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0035 HSCEDM-09-F-IG015	10B. DATED (SEE ITEM 11) 07/10/2008

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) Net Increase: \$620,000.00
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Add funding

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.


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

DUNS Number: 847512233
 The purpose of this modification is to provide FY 09 funding for adult alien detention services at the Seneca County Jail, Tiffin, OH.
 As a result of this funding, the obligated amount of the task order is increased from \$150,000 to \$770,000.00; a net increase of \$620,000.00.
 FOB: Destination

Change Item 0001 to read as follows (amount shown is the total amount):

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 17 NOV 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0035/HSCEDM-09-F-IG015/P00002

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NAME OF OFFEROR OR CONTRACTOR
 WENNECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
0001	<p>Alien Adult Detention Services: For the detention, housing and care for persons detained.</p> <p>\$58.00 per diem rate</p> <p>As a result of this change, the obligated amount of the line item 0001 is increased by \$350,000.00 from \$95,000.00 to \$445,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] ----- b2Low</p> <p>Funded: \$350,000.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	7672	.4138	EA	58.00	445,000.00
0002	<p>Transportation / Guard Service - Provide all air, ground/transportation services as may be required to transport detainees securely to location as directed by the ICE COTR or designated ICE official. Transportation between the facility and Ice offices, plus related mileage is included in the per diem rate. Other ICE directed transportation/ guard services are reimbursed at the rate of \$20.00 per hour for regular 8-hour shift. Transportation mileage shall be reimbursed at the mileage rate pursuant to the current General Services Administration (GSA) federal travel allowance rates.</p> <p>Transportation Cost Estimate: \$20.00/Hr X 1,000 Hrs = \$20,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] ----- b2Low</p> <p>Funded: \$20,000.00</p> <p>Change Item 0004 to read as follows (amount shown is the total amount):</p>	1	LO	25,000.00	25,000.00	
0004	<p>Alien Adult Detention Services: For the Continued ...</p>	5172	.4138	EA	58.00	300,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0035/HSCEDM-09-F-IG015/P00002

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NAME OF OFFEROR OR CONTRACTOR
ENECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>detention, housing and care for persons detained.</p> <p>Per diem is \$58.00.</p> <p>As a result of this change, the obligated amount of the purchase order is increased by \$250,000.00 from \$50,000.00 to \$300,000.00.</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Accounting Info:</p> <p>[REDACTED] b2Low</p> <p>Funded: \$250,000.00</p> <p>DRO Program POC: Bonnie Bieth, (313) [REDACTED] b6</p> <p>Procurement POC: Jerald Neveleff, contracting officer 202 [REDACTED] b6</p> <p>Procurement POC: Gervonna Crump, contract specialist 202 [REDACTED] b6</p> <p>ALL OTHER TERMS AND CONDITIONS OF THIS TASK ORDER AND IGSA NO. DROIGSA-07-0035 REMAIN THE SAME.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, 9th Floor Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, 9th Floor Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENECA COUNTY OF 3140 SOUTH STATE ROUTE 100 SUITE D TIFFIN OH 448838890		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 8475122330000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0035 HSCEDM-09-F-IG015	10B. DATED (SEE ITEM 11) 07/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 847512233

The purpose of this modification is change the DUNS number from 847512233 to 020647723.

DRO Program POC: Bonnie Bieth, (313) [redacted] b6
 POC: Jerald Neveleff, contracting officer 202-[redacted] b6
 Procurement POC: Gervonna Crump, contract specialist
 202-[redacted] b6

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)	FOR Jerald H. Neveleff		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Stephanie Baker</i> (Signature of Contracting Officer)	16C. DATE SIGNED 24 Nov 08

NAME OF OFFEROR OR CONTRACTOR
 YNECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ALL OTHER TERMS AND CONDITIONS OF THIS TASK ORDER AND IGSA NO. DROIGSA-07-0035/HSCEDM-09-F-IG015 REMAIN THE SAME.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. P00005
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 194309FDT00000038
5. PROJECT NO. (If applicable)

ISSUED BY CODE ICE/DM/DI
ICE/Detention Mngt/Detention IGSAs
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 930
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
SENECA COUNTY OF
111 MADISON ST
TIFFIN OH 44883-2824

7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DI
ICE/Detention Mngt/Detention IGSAs
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 930
Washington DC 20536

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0035
HSCEDM-09-F-IG015
10B. DATED (SEE ITEM 11) 07/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$400,000.00

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 Funding Action

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

DUNS Number: 020647723
DRO Program POC: Bonnie Bieth, (313) [redacted]
DRO Program POC: Natalie Ross, (202) [redacted]
Procurement POC: Jerald Neveleff, contracting officer, (202) 732- [redacted]
Procurement POC: Arnold Casterline, contract specialist, (202) 732- [redacted]

The purpose of this modification is to provide FY 09 funding for the period of time from 12/31/08 to 03/31/2009 adult alien detention services at the Seneca County Jail, Tiffin, O

As a result of this funding, the obligated amount of the task order is increased by Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Jerald H. Neveleff

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)
16C. DATE SIGNED
9 JAN 09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0035/HSCEDM-09-F-IG015/P00005

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NAME OF OFFEROR OR CONTRACTOR
SENECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$400,000.00 from \$770,000.00 to \$1,170,000.00. Delivery: 30 Days After Award Discount Terms: b2Low Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 FOB: Destination Period of Performance: 10/01/2008 to 03/31/2009 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	Alien Adult Detention Services: For the detention, housing and care for persons detained. \$58.00 per diem rate As a result of this change, the obligated amount of the line item 0001 is increased by \$350,000.00 from \$95,000.00 to \$445,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Accounting Info: b2Low Funded: \$170,000.00 Change Item 0004 to read as follows (amount shown is the total amount):	10603.4482	EA	58.00	615,000.00
0004	Alien Adult Detention Services: For the detention, housing and care for persons detained to cover period from 1/1/09 through 03/31/09 Per diem is \$58.00. As a result of this change, the obligated amount of the purchase order is increased by \$200,000.00 from \$300,000.00 to \$500,000.00. Continued ...	8620.6897	EA	58.00	500,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0035/HSCEDM-09-F-IG015/P00005

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NAME OF OFFEROR OR CONTRACTOR
SENECA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] ----- b2Low</p> <p>Funded: \$200,000.00</p> <p>Add Item 0005 as follows:</p> <p>ADDITIONAL FUNDS TO COVER TRANSPORTATION COSTS THRU 3/31/09 CONTRACT# HSCEDM09FIG015 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] ----- b2Low</p> <p>BEDS Funded: \$30,000.00 ALL OTHER TERMS AND CONDITIONS OF THIS TASK ORDER AND IGSA NO. DROIGSA-07-0035 REMAIN THE SAME.</p>	1	LO	30,000.00	30,000.00