

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

EDWARD GREEN,
Zavala County Detention Center
U.S. 83 North Box 100
Crystal City, Texas 78839
(512) 374-5831,
individually and on behalf of
all others similarly situated,

AND

ERNEST DEGRAFFIN,
Zavala County Jail
102 East Dimmit Street
Crystal City, Texas 78839
(512) 374-2559,
individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

DISTRICT OF COLUMBIA,
c/o Herbert O. Reid, Sr.,
Acting Corporation Counsel
District of Columbia
District Building
Washington, D.C. 20004
(202) 727-6248

AND

WALTER B. RIDLEY, Director
D.C. Department of Corrections
1923 Vermont Avenue, N.W.
Room N-203
Washington, D.C. 20001,
(202) 673-7316

Defendants.

5 APR 1990

Civil Action
No. _____

99- 0793

HOGAN, J. TFH

**CLASS ACTION COMPLAINT FOR
DECLARATORY AND INJUNCTIVE RELIEF**

Green v. District of Columbia



PC-DC-0014-0001

Preliminary Statement

1. Plaintiffs bring this class action on behalf of all persons convicted of crimes under the laws of the District of Columbia who are or will be inmates in non-federal correctional institutions not operated by the District (hereinafter, "Receiving Facilities").

2. Plaintiffs seek injunctive and declaratory relief under 42 U.S.C. § 1983 and 28 U.S.C. § 2201 to remedy the violations by defendants of plaintiffs' rights under the Fifth and Eighth Amendments to the Constitution of the United States.

3. Specifically, plaintiffs seek relief from the constant and systemic violations of their rights by the defendants' use of grossly deficient procedures for the provision of medical care and the deliberate indifference of the defendants to the class members' serious medical needs. In addition, plaintiffs seek relief from the lack of legal resources (including but not limited to law books on District of Columbia law) that are minimally necessary to ensure meaningful access to the courts. Plaintiffs further seek relief from being deprived without due process of law of access to educational and vocational programs and the opportunity to earn educational good time credits by participating

in such programs.

Jurisdiction and Venue

4. This action is brought pursuant to 42 U.S.C. § 1983. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343. This Court is authorized to grant declaratory relief pursuant to 28 U.S.C. § 2201 and 2202.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b).

Background

6. In a limited effort to relieve overcrowding in District of Columbia prisons, the Council of the District of Columbia on July 12, 1988, approved the Authorization to Enter the Interstate Corrections Compact Emergency Act of 1988 (the "Emergency Act"). Marion S. Barry, Mayor of the District of Columbia, approved the Emergency Act, and it became effective on August 1, 1988, and remained in effect until October 30, 1988.

7. The purpose of the Emergency Act was to authorize the Mayor of the District of Columbia to enter into contracts with one or more states to send persons incarcerated in the correctional institutions of the District of Columbia to correctional institutions located in the contracting states.

8. On September 27, 1988, the Council of the District of Columbia approved the Authorization to Enter an Interstate Corrections Compact Temporary Act of 1988 (the "Temporary Act"). As with the Emergency Act, the purpose of the Temporary Act was to further relieve overcrowding by authorizing the Mayor to enter into additional contracts for the transfer of D.C. prisoners to correctional institutions in contracting states. Mayor Barry approved this Act on October 13, 1988, and it became effective on May 10, 1989. It expired on December 21, 1989.

9. Pursuant to these Acts, the District of Columbia in late 1988 began to enter into contracts with certain states and with individual correctional institutions in certain states. By March of 1990, the District of Columbia entered into numerous contracts and pursuant thereto has transferred D.C. inmates to approximately 30 Receiving Facilities located in Texas, Washington, Nevada, Missouri, Tennessee, and Virginia. Approximately 850 persons who were incarcerated in the District of Columbia's correctional facilities are currently incarcerated in these Receiving Facilities.

10. On information and belief, the contracts are all substantially similar and contain identical, or nearly identical, terms and conditions. Each contract provides that the prisoners, although transferred to

Receiving Facilities, remain under the jurisdiction and control of the Department. Each contract also contains detailed provisions regulating the terms and conditions of the inmates' confinement, including such subjects as training and employment, discipline, law libraries, provision of medical care, drug counselling and drug awareness programs, recreation, and classification of inmates. An example of these contracts, between the District of Columbia and Zavala County Detention Center, is attached hereto at Exhibit A.

Parties

11. Plaintiff Edward Green, D.C.D.C. #168-980, was convicted for violations of the District of Columbia Code on December 13, 1988, and sentenced to a term of incarceration. On February 28, 1989, he was transferred from the Central Facility at the Lorton Correctional Complex to the Zavala County Detention Center in Crystal City, Texas. On September 10, 1989, plaintiff was transferred to the Moore County Jail in Dumas, Texas, and on October 20, 1989, he was transferred back to the Zavala County Detention Center, where he is now incarcerated.

12. Plaintiff Ernest DeGraffin, D.C.D.C. #164-392, was convicted for a violation of the District of Columbia Code on October 5, 1988, and sentenced to a term of 4-12 years incarceration. On March 23, 1989, he

was transferred from the Occoquan Facility at the Lorton Correctional Complex to the Zavala County Detention Center in Crystal City, Texas. On October 19, 1989, he was transferred to the Zavala County Jail, also in Crystal City, Texas, where he is now incarcerated.

13. Defendant District of Columbia is responsible for the confinement, care, treatment, and rehabilitation of persons convicted of crimes under the laws of the District of Columbia.

14. Defendant Walter B. Ridley is the Director of the District of Columbia Department of Corrections ("Department"). The Department is responsible for the safekeeping, care, protection, instruction, discipline, and rehabilitation of all persons committed to correctional institutions operated by the Department. As Director of the Department, defendant Ridley is responsible for the direction, supervision, and control of the Department and for the promulgation and enforcement of rules, regulations, policies, and practices of the Department. Defendant Ridley is sued in his official capacity.

Facts

15. Mr. Green has pending before the United States District Court for the District of Columbia an action under the Civil Rights Act, 42 U.S.C. § 1983,

Green v. Thornburgh, et al., Civil Action No. 89-1591, in which he is representing himself pro se.

16. Mr. Green is also appearing pro se in connection with two motions pending before the Superior Court of the District of Columbia: a motion for correction of an illegal sentence pursuant to Super. Ct. Crim. R. 35(a), and a motion for reduction of sentence pursuant to Super. Ct. Crim. R. 35(b).

17. The legal resources available to Mr. Green are insufficient to enable him to adequately represent himself in these pending actions.

18. There are no educational or vocational programs available to Mr. Green. Through such programs, Mr. Green could earn educational good time credits which would be applied to the minimum term of his imprisonment to determine the date when he is eligible for release on parole, and to the maximum term of his imprisonment to determine the date when his release on parole becomes mandatory. While incarcerated at the Central Facility, Mr. Green participated in the Advanced Street Law Class for which he would have earned educational good time credits. However, he was unable to complete the program due to his transfer to the Zavala County Detention Center.

19. Mr. DeGraffin has pending before the United States District Court for the District of Columbia an

action under the Civil Rights Act, 42 U.S.C. § 1983, DeGraffin v. Thornburgh, et al., Civil Action No. 89-1553, in which he is representing himself pro se.

20. Mr. DeGraffin is also appearing pro se in an appeal from denial of his motion for reduction of sentence, DeGraffin v. United States, App. No. 89-562, now pending before the District of Columbia Court of Appeals.

21. The legal resources available to Mr. DeGraffin at the Zavala County Detention Center and the Zavala County Jail have been insufficient to enable him to adequately represent himself in these pending actions. Indeed, the Zavala County Jail has no law library whatsoever.

22. There are no educational or vocational programs available to Mr. DeGraffin. Through such programs, Mr. DeGraffin could earn educational good time credits which would be applied to the minimum term of his imprisonment to determine the date when he is eligible for release on parole, and to the maximum term of his imprisonment to determine the date when his release on parole becomes mandatory. While incarcerated at the Occoquan Facility, Mr. DeGraffin was enrolled in a general business course for which he would have earned educational good time credits. However, he was unable

to complete the program due to his transfer to the Zavala County Detention Center.

23. On or about October 11, 1989, Mr. DeGraffin was assaulted while incarcerated at the Zavala County Detention Center. Mr. DeGraffin sustained a serious head injury as well as two black eyes, damage to his back and ribs, and loss of a tooth. Since the assault, Mr. DeGraffin has suffered from constant head pain. On or about December 8, 1989, a doctor recommended that Mr. DeGraffin receive a neurological evaluation. Despite repeated requests, Mr. DeGraffin has not yet received such an evaluation.

Class Action Allegations

24. This action is brought as a class action pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure.

25. Plaintiffs sue on behalf of all persons convicted of crimes under the laws of the District of Columbia who are or will be inmates in Receiving Facilities pursuant to contracts entered into by the District of Columbia.

26. The class of plaintiffs currently consists of approximately 850 persons. It is so numerous that joinder of all its members is impracticable.

27. The conditions and practices that are the bases of this complaint, and the questions of law

involving the violation of constitutional rights by those conditions and practices, are common to all members of the class.

28. The constitutional violations are systemic, affecting the class as a whole. Plaintiffs' claims are typical of the claims of the class and plaintiffs will fairly and adequately protect the interests of the class. Plaintiffs are represented by counsel who are experienced in civil litigation, class actions, and in litigation on behalf of inmates of correctional institutions.

29. Defendants District of Columbia and Walter B. Ridley have acted or refused to act under color of law on grounds generally applicable to the class, thereby making appropriate final injunctive and declaratory relief with respect to the class.

COUNT I

(Medical Care -- Eighth Amendment)

30. Plaintiffs reallege and incorporate herein by reference paragraphs 1-29 of the Complaint.

31. Defendants have expressly limited the conditions under which the Receiving Facilities may provide medical, psychiatric, and dental care (hereinafter, "medical care") to D.C. inmates. In the contracts, defendants have authorized the Receiving

Facilities to provide only those medical services that are of an emergency nature or that are available from in-house staff personnel. Before incurring any other medical, psychiatric, or dental expenses in caring for the health of the inmates, the Receiving Facilities must engage in a lengthy and time-consuming procedure of seeking and obtaining approval in writing from defendants for the proposed treatment.

32. The medical care provisions of the contracts are designed to give defendants continued fiscal control over the medical treatment of the inmates even after they have been transferred hundreds and sometimes thousands of miles away from the District. By requiring preapproval before medical care can be provided, defendants have in the past and continue to delay, restrict, and deny the provision of care for the serious medical needs of the inmates.

33. Specifically, the medical care provisions of the contracts and the practices of the defendants have resulted in and will continue to result in systemic and lengthy delays in providing inmates both with access to medical personnel capable of evaluating their need for treatment and with treatment once it is recommended. These delays have in turn resulted in severe pain and suffering serving absolutely no penological purpose.

34. On information and belief, in many cases defendants have refused to approve treatment recommended for inmates by local medical specialists. On information and belief, defendants have also often failed to make any response at all to requests for approval. The refusal of defendants to approve treatment or respond to requests for approval has further resulted in severe pain and suffering lacking any possible penological purpose.

35. The procedures by which medical care is provided are deficient, deprive the inmates of necessary health care, and represent deliberate indifference to the inmates' serious medical needs. The inadequacy of the inmates' medical care renders conditions of their confinement incompatible with contemporary standards of decency, causes unnecessary and wanton infliction of pain and suffering, and is not reasonably related to any legitimate government objective. Inmates are thereby subjected to cruel and unusual punishment in violation of the Eighth Amendment to the United States Constitution.

COUNT II

(Law Books -- Access to Courts)

36. Plaintiffs reallege and incorporate herein by reference paragraphs 1-29 of the Complaint.

37. The defendants have failed to provide the inmates at the Receiving Facilities with minimum legal resources necessary to ensure effective access to courts.

38. Specifically, defendants have failed to provide the inmates with books on District of Columbia law necessary for bringing claims seeking new trials, release from confinement, or vindication of fundamental civil rights. The defendants have further refused to provide inmates with law books on District of Columbia law sufficient to allow them adequately to bring, defend, and otherwise participate in other general civil legal matters.

39. The defendants have further failed to ensure that the libraries available to the inmates are adequately supplied with other law books, such as the various federal reporters, Shepards Citations, United States Code Annotated, general reference works on criminal law, prisoner rights books, federal rules, local D.C. rules, D.C. prison regulations, forms adequate to assert habeas corpus and civil rights claims, and legal dictionaries.

40. The inmates lack meaningful access to avenues of legal aid other than self help. Except with respect to this class lawsuit, they are generally without counsel.

41. The defendants' failure to provide adequate law books or other sources of legal aid deprives the inmates of their right to meaningful access to the courts in violation of the Fifth Amendment to the United States Constitution.

COUNT III

(Educational Programs -- Due Process)

42. Plaintiffs reallege and incorporate herein by reference paragraphs 1-29 of the Complaint.

43. The contracts between the District of Columbia and the Receiving Facilities govern the control, custody, and care of D.C. prisoners. The contracts serve an essential government function, are binding on the defendants, and for all practical purposes have the force and effect of D.C. law.

44. On information and belief, all, or virtually all of the contracts require the Receiving Facilities to provide educational and vocational programs, including but not limited to Adult Basic Education and General Equivalency Diploma or similar high school equivalency or literacy programming.

45. Pursuant to D.C. Code § 24-429, the successful completion of the educational and vocational programs required to be provided by the contracts would entitle transferred D.C. prisoners to educational good

time credits. Educational good time credits are statutory credits applied to the prisoner's minimum term of imprisonment to determine the date when he is eligible for release on parole, and to the maximum term of his imprisonment to determine the date when his release on parole becomes mandatory.

46. By the terms of the contracts inmates at the Receiving Facilities have acquired property and liberty interests in having access to educational and vocational programs required by the contracts and thus the opportunity to earn educational good time credits.

47. Inmates at the Receiving Facilities have generally not been provided the educational and vocational programs required by the contracts.

48. By refusing to ensure that eligible inmates are provided with educational and vocational programs, and thus the opportunity to earn educational good time credits, defendants have deprived the inmates of their property and liberty interests without due process guaranteed by the due process clause of the Fifth Amendment to the United States Constitution.

RELIEF

Wherefore, on behalf of themselves and all others similarly situated, plaintiffs request that this Court grant the following relief:

a. Certify this matter as a class action pursuant to Federal Rule of Civil Procedure 23;

b. Declare that the procedure by which medical care is provided to the inmates at the Receiving Facilities violates plaintiffs' rights under the Eighth Amendment to the United States Constitution; and permanently enjoin defendants, their officers, agents, employees and successors in office, as well as those acting in concert and participating with them, from requiring the Receiving Facilities to make requests and obtain approvals from defendants before incurring medical, psychiatric, or dental expenses for the care of inmates of the Receiving Facilities;

c. Declare that defendants' failure to provide adequate law books or other sources of legal aid deprives plaintiffs of their rights to meaningful access to the courts, in violation of the Fifth Amendment to the United States Constitution; and permanently enjoin defendants, their officers, agents, employees and successors in office, as well as those acting in concert and participating with them, to provide to the Receiving Facilities, for use by inmates at the Receiving Facilities, law books sufficient to enable inmates at the Receiving Facilities to conduct legal research for (a) bringing claims seeking new trials, release from confinement, and vindication of fundamental civil

rights; and (b) bringing, defending, and otherwise participating in other general civil legal matters;

d. Declare that defendants' refusal to ensure that the Receiving Facilities provide plaintiffs with adequate educational and vocational programs violates plaintiffs' rights to due process guaranteed by the Fifth Amendment to the United States Constitution; and permanently enjoin defendants, their officers, agents, employees and successors in office, as well as those acting in concert and participating with them, to require the Receiving Facilities to institute educational and vocational programs for the inmates at the Receiving Facilities, including but not limited to Adult Basic Education and General Equivalency Diploma or similar high school equivalency or literacy programming;

e. Permanently enjoin defendants, their officers, agents, employees and successors in office, as well as those acting in concert and participating with them, from sending persons convicted of crimes under the laws of the District of Columbia to Receiving Facilities and from keeping inmates at such facilities unless and until defendants have complied with the terms of this Court's order;

f. Retain jurisdiction of this matter until this Court's order has been carried out;

g. Award plaintiffs their reasonable costs and attorneys' fees, pursuant to 42 U.S.C. § 1988; and

h. Grant such other relief as the Court deems just and proper.

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Dated: April 5, 1990

CONTRACT
BETWEEN
THE DISTRICT OF COLUMBIA
AND
THE COUNTY OF ZAVALA
FOR THE IMPLEMENTATION OF THE
INTERSTATE CORRECTIONS COMPACT ACT

*Zavala
County
File*

In consideration of the cooperative relationship herewith undertaken in the confinement, care, treatment and rehabilitation of inmates on an interstate basis and in further consideration of services to be performed and benefits to be derived by each of the parties hereto in the strengthening of their respective correctional programs, the undersigned District of Columbia, The County of Zavala, acting by their duly constituted authorities, and pursuant to and to implement the Interstate Corrections Compact enacted by each of the parties, as follows:

District of Columbia:

District of Columbia Interstate
Compact Emergency Act of 1988

County of Zavala
State of Texas

Local Government Code, Vernons
Civil Statutes

do hereby covenant and agree as follows:

1. INTERSTATE CORRECTIONS COMPACT:

The provisions of the Interstate Corrections Compact are hereby made an integral part of this Contract and no provisions of this contract shall be construed in any manner inconsistent with said Compact.

2. GOVERNING LAW:

Except where expressly otherwise provided in this contract or by law, the laws and administrative rules and regulations of the sending state shall govern in any matter relating to an inmate confined pursuant to this contract and the Interstate Corrections Compact.

3. TERMINOLOGY:

All terms defined in the Interstate Corrections Compact and used in this contract shall have the same meanings in this contract as in said Compact. The "sending state" shall mean the District of Columbia. The "receiving state" shall mean County of Zavala, State of Texas. The terms "sending state" and "receiving state" shall be construed to include and refer to the appropriate official or agency thereof in each particular case.

4. DURATION

This contract shall enter into full force and effect upon the date both parties hereto shall have signed this contract, and shall continue through February 1, 1990 unless terminated by notice from either party in accordance with Section 5 of this contract. It may be renewed by the parties involved under such terms and conditions, and for such additional period as mutually determined.

5. TERMINATION:

This contract may be terminated by written notice of either party. That termination shall become effective ninety (90) days after receipt of said notice. Within thirty (30) days after receipt of said notice, the sending state shall accept delivery of its inmates in the institution designated by the receiving state.

6. OTHER ARRANGEMENTS UNAFFECTED:

Nothing contained in this contract shall be construed to abrogate or impair any agreement or contract for the confinement, rehabilitation or treatment of inmates now in effect between the parties to this contract.

7. MAILING ADDRESS:

All notices, reports, billings, and correspondence to the respective states to this contract shall be sent to the following:

District of Columbia:

District of Columbia
Department of Corrections
Mallem H. Williams, Jr.
Director
1923 Vermont Avenue, N.W.
District of Columbia 20001
Attn: Patricia Britton

County of Zavala:

County Judge
Zavala County Courthouse
Crystal City, Texas 78839

and

Zavala County Detention Center
U S 83 N. Box 100
Crystal City, Texas 78839

Attention: Kenneth Kelley

8. RIGHT OF INSPECTION:

The sending state shall have the right to inspect, at all reasonable times, any institution of the receiving state in which inmates of the sending state are confined in order to determine if that institution maintains standards of care and discipline not incompatible with those of the sending state and that all inmates therein are treated equitably, regardless of race, religion, color, creed, or national origin.

VACANCIES

The receiving state hereby undertakes to make available to the sending state such places for inmates as may be vacant from time to time in designated institutions of the receiving state made available for such confinement by the laws of the receiving state.

The Zavala County Detention Center shall accept 226 inmates and the Zavala County Jail shall accept 60 inmates and may accept 7 additional inmates. It is understood that the Zavala County Detention Facilities full capacity are available for the District of Columbia's exclusive use and will be billed accordingly. The District of Columbia shall use its best efforts to keep both facilities at 100% capacity during this contract.

10. APPLICATION:

The sending state will submit a separate application to the receiving state for each individual inmate proposed for confinement.

Said application shall consist of the following: Full information and all necessary documents relating to the case history, physical and clinical records, judicial and administrative rulings, and order relating or pertinent to the inmate and the sentence pursuant to which confinement is to be had or to continue, reasons for the requested transfer, identification data, photographs, and fingerprints. Placement will be deferred until approved by the receiving state.

The receiving state may screen the applications of each individual inmate proposed for confinement at the inmate's present place of confinement or the sending state's central office. The on-site screening shall be at the expense of the sending state, and shall be in addition to costs due pursuant to paragraphs 27 and 28 below.

11. DELIVERY OF INMATE:

Upon receipt of the acceptance of the application, the sending state, at its expense, will deliver the inmate to the institution in the receiving state, designated by the receiving state, together with the original or a duly authenticated copy of his/her commitment and any other official papers or documents authorizing detention, case file materials, and medical records. Whenever there is to be mutual exchange of inmates between the parties of this contract, the authorities of one of the states may act as an agent of the other state for purposes of transferring its inmates so that the expense to both states may be minimized.

12. TRANSFER OF FUNDS:

Funds due transferred inmates shall be provided by the sending state to be credited to the account of the transferred inmate by the receiving state. Upon return of the inmate to the sending state, the receiving state shall provide funds in the amount due the inmate at the time of return.

13. RESPONSIBILITY FOR OFFENDERS CUSTODY

It shall be the responsibility of the administration of the institution in the receiving state to confine inmates from a sending state; to give them care and treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for their physical needs, to make available to them the programs of training and treatment comparable to those provided to inmates of the receiving state, to retain them in safe custody, to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentences and orders of the committing court in the sending state are faithfully executed. But nothing herein contained shall be construed to require the receiving state or any of its institutions to provide treatment, facilities, or programs for any inmate confined pursuant to the Interstate Corrections Compact which it does not provide for similar inmates not confined pursuant to said Compact.

14. MEDICAL SERVICES:

A. Inmates from the sending state shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health and promote their adjustment as self-supporting members of the community upon release. Unless an emergency is involved, the receiving state shall contact the sending state for advance authority, in writing, before incurring medical, psychiatric, or dental expenses for which the sending state is responsible under the terms of this contract, unless the sending authorities gave express written authority in advance to the receiving state. In an emergency, the receiving state may proceed with the necessary treatment without prior authority, but in every such case the receiving state shall notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided, and the estimated cost thereof.

B. When medical, psychiatric, or dental care or treatment requires the removal of the inmate from the institution, the inmate shall be removed only after notification to the sending state, unless the sending authority gave expressed written advance authority to same authorities in receiving state. In the event of an emergency which does not permit prior notification, the institution shall notify the sending state as promptly thereafter as practicable. All necessary precautions shall be taken to assure the safekeeping of the inmate while he/she is absent from the normal place of confinement. Necessary custodial supervision shall be provided by the receiving state.

C. Any cost of medical, psychiatric, or dental service shall be considered normal costs incidental to the operations of the institution in the receiving state if the service is rendered by staff personnel and in regularly maintained facilities operated or utilized by the institution as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly available on any infirmary basis the cost of any special services (including off-site contracted services), medication, chargeable to the sending state.

15. TRAINING OR EMPLOYMENT:

A. Inmates from the sending state shall be afforded the opportunity and shall be required to participate in programs of occupational training and industrial or other work on the same basis as inmates of the receiving state. Compensation in connection with any such participation (whether as payment, incentive,

or for any other therapeutic or rehabilitative reason) shall be paid to inmates of the sending state on the same basis as inmates of the receiving state. Any such inmates of the sending state shall be subject to the regular work discipline imposed upon other inmate participants in the particular program. However, nothing contained herein shall be construed to permit or require any inmate of a sending state to participate in any training, industrial, or other work program contrary to the law of the sending state.

B. The receiving state shall have the right to dispose of all products produced by an inmate, shall retain all proceeds therefrom, and shall bear all costs of said program.

C. In the case of handicraft or hobbycraft programs, the inmate shall have the right to dispose of the products of his/her labor and to retain the proceeds of any sale of his/her work in accordance with the rules of the receiving state.

16. DISCIPLINE:

The receiving state, as an agent for the sending state, shall have the physical control over and power to exercise disciplinary authority over all inmates from the sending state. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the sending state.

17. LAWS AND REGULATIONS:

Inmates, while in the custody of the receiving state, shall be subject to all provisions of law and regulations applicable to persons committed for violations of law of the receiving state not inconsistent with the sentence imposed.

18. RECORDS AND REPORTS FROM RECEIVING STATE:

A. Within ninety (90) days following the receipt of an inmate from the sending state, the receiving state shall furnish an admission summary and classification study report outlining and vocational findings and indicating the institutional program which has been recommended. Thereafter, preferably at intervals of six (6) months, but at least annually, the receiving state shall furnish the sending state a report giving a summary of the inmate's progress and adjustment since the last report. All such reports shall be forwarded to the sending state.

B. The superintendent or other administrative head of an institution, in which inmates from the sending state are confined, shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the sending and receiving states. During the inmate's confinement in the institution, the sending state shall be entitled to receive, and upon request shall be furnished with, copies of any such record or records. But nothing herein contained shall be construed to prevent the receiving state or any institution thereof from keeping copies of any such record or records upon and after termination of confinement.

19. REMOVAL FROM INSTITUTION

An inmate from the sending state legally confined in the institution of the receiving state shall not be removed therefrom by any person without an order from the sending state. This subdivision shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, or psychiatric treatment, or to a removal made necessary by fire, flood, earthquake or other catastrophe or conditions presenting imminent danger to the safety of the inmate. In the case of any removal for such emergency cause, the receiving state shall inform the sending state of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

20. HEARINGS:

The receiving state shall provide adequate facilities for any hearing by authorities of the sending state, to which an inmate may be entitled by the laws of the sending state. Upon the request of the sending state, the authorities of the receiving state will be authorized to and will conduct any such hearings, prepare and submit the record of said hearings, together with any recommendations of the hearing officials, to the officer or officers of the sending state before whom the hearing would have been had if it had taken place in the sending state.

21. INTERINSTITUTIONAL TRANSFERS:

Notwithstanding any provision hereof to the contrary, the receiving state may transfer an inmate from one institution under its control to another whenever it deems such action appropriate; provided, however, no inmate's custody status will be reduced to minimum custody without the prior written consent of the sending state. Notice of any transfer shall immediately be sent to the sending state.

22. ESCAPE:

In case any such inmate shall escape from the custody of the receiving state, the receiving state will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the sending state. The receiving state shall have the primary responsibility for and authority to direct the pursuit and retaking of inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by the receiving state. In the case of an escape to a jurisdiction other than the sending state's or the receiving state's the responsibility for institution of extradition or rendition proceedings shall be that of the sending state, but nothing contained herein shall be construed to prevent or affect the activities of offices and agencies of any jurisdictions directed toward the apprehension and return of an escapee.

23. DEATH OF INMATE:

A. In the event of the death of an inmate from a sending state, the medical examiner, coroner, or other official having the duties of such an officer in the jurisdiction shall be notified. The sending state shall receive copies of any records made at or in connection with such notification.

B. The institution in the receiving state shall immediately notify the sending state of the death of an inmate, furnish information as requested, and follow the instruction of the sending state with regard to the dispositions of the body. The body shall not be released except on order of the appropriate officials of the sending state. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by the sending state. The sending and receiving states may arrange to have the receiving state take care of the burial and all matter related or incidental thereto and such expenses shall be paid by the sending state. The provisions of this paragraph shall govern only the relations between or among the party states and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

C. The sending state shall receive a certified copy of the death certificate for any of its inmates who have died while in the receiving state.

24. GRATUITIES AND EXPENSES ATTENDANT UPON RELEASE:

The provision of clothing gratuities and any other supplies upon release of an inmate shall be at the expense of the sending state and shall be accordance with its law.

25. RETAKEING OF INMATES:

The receiving state will deliver any of said inmates to the proper officials of the sending state upon demand made to the receiving state and presentation of official written authority to receive said inmate.

The sending state will retake any inmate, upon the request of the receiving state, within thirty (30) days after receipt of the request to retake.

In case the commitment under which any of said inmates is terminated for any reason, the sending state agrees to accept delivery of the prisoner at the institution of the receiving state, and at its expense return him to the jurisdiction of the sending state. However, by agreement among the sending and receiving states and the inmate, at the termination of the inmate's confinement by reasons of discharge, conditional or otherwise, the inmate may be released within the jurisdiction of the receiving state.

26. PHOTOGRAPHING AND PUBLICITY:

Institutional or other officials of the receiving state shall not be authorized to release publicity concerning inmates from the sending state. They shall not release personal histories or photographs of such inmates or information concerning their arrivals or departures or permit reporters or photographers to interview or photograph such inmates without the express written permission and upon the request of the inmate. Requests for information regarding inmates of the sending state shall be referred to the sending state. However, information of public records, such as sentence date or information concerning the escape of an inmate, may be given directly to the press by the receiving state. The receiving state may photograph inmates from the sending state as means of identification for official use only; however, photographs of an inmate may be disseminated to appropriate law enforcement officials and to the press in the event of any escape from an institution by such inmate.

27. COST AND REIMBURSEMENT

The costs to the receiving state of the custody of inmates transferred under the terms of this contract shall be fixed at the rate of \$46.50 per inmate per day. The sending state shall be billed monthly by the receiving state. Payment shall be made within thirty (30) days of receipt of the invoice. Payment shall be made by the sending state making payment to County Treasurer, Zavala County Courthouse, Crystal City, Texas 78839.

28. TRANSPORTATION

Any and all costs of transportation incurred prior to admission to an institution in the receiving state, and transportation at the time of, or as an incident to release or discharge, conditional or otherwise, an incident to termination of this contract shall be charged to the sending state in addition to any charges due the receiving state under paragraph 27 above.

29. RESPONSIBILITY FOR LEGAL PROCEEDINGS:

The sending state undertakes to defend any action or proceedings involving the custody of any of its inmates. The receiving state shall be reimbursed for any expense it may incur in connection therewith. However, it shall be the responsibility of the receiving state to defend against any cause of action which may accrue to the inmate by and through the alleged fault of the receiving state.

30. LAW LIBRARY:

The receiving state shall provide the inmates transferred by the sending state the same access to law library materials as inmates of the sending state at the place of confinement. The sending state shall be responsible for providing access to legal materials needed by its transferred inmates which cannot be provided through the receiving state's law library.

31. INTERNAL RELATIONS:

Nothing in this contract shall be construed to effect the internal relations between or among the party states and their subdivisions, officers, departments, or agencies, but each party state undertakes and acknowledges liability and responsibility for making each other party state whole in respect of any obligation imposed upon it by or pursuant to this contract.

32. CLASSIFICATION OF INMATES:

The sending state shall only send low risk inmates to said facility and the receiving state shall only be required to keep low risk inmates. If in the opinion of the receiving state said inmates become other than low risk the sending state shall immediately after notice take back said inmates at sending states cost.

33. TEXAS GOVERNING LAWS:

This contract is entered into under Local Government Code, Vernon Civil Statutes included by not limited to Article 351.034, 351.035, 351.041 and 351.043.

IN WITNESS WHEREOF, the undersigned duly authorized officers have
subscribed their names on behalf of the District of Columbia, State of Texas
County of Zavala:

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

TITLE: _____
ON _____ (DATE)

Rose L. Garcia
COUNTY OF ZAVALA

TITLE: County Sheriff
ON January 13, 1989 (DATE)

Pablo A. Tula
COUNTY OF ZAVALA

TITLE: County Judge
ON January 13, 1989 (DATE)

J. L. Baker
DETENTION SERVICES, INC.

TITLE: President
ON 1-13-89 (DATE)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
613 G Street, N.W.
Washington, D.C. 20001

REC'D
FALM JAD
7-17-89

CHANGE ORDER/CONTRACT MODIFICATION

ISSUED TO: (Contractor) Zavala County, Texas U.S. #3 N. Box 100 Crystal City, Texas 76839	RELATING TO: Housing or Innates P.O. No. _____ Dated _____ Contract No. 9299-NS-IV Action No. UC Effective _____ Date: _____
AGENCY: Department of Corrections	
ACTION:	

☒ Change: ☐ Modification: ☐ Other: ☐ Economic Price Adjustment Notice:

In accordance with Page 13, Article XXII, STANDARD CONTRACT PROVISIONS FOR SUPPLY AND SERVICES, CHANGES Clause, paragraph 16, of the subject contract, the following changes are hereby made.

1. Page 13, Article XXII, STANDARD CONTRACT PROVISIONS FOR SUPPLY AND SERVICES, Attachment 1, DISPUTES clause, paragraph 17, delete paragraphs (A) and (C) and redesignate paragraph (B) as paragraph (A). Add the following as new paragraphs (B) and (C):

(B) If a dispute involves a claim by the District against the contractor arising under or relating to the contract, the contracting officer shall file a written claim with the Director of the Department of Administrative Services (DAS). The claim shall be the subject of an informal proceeding and written decision by the Director, DAS. The decision of the Director, DAS shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the contractor within 90 days from the date of receipt of a decision by the Director, DAS, as provided in D.C. Code, Sec. 1-1109.4.

(C) If a dispute arises under or relates to the contract, the claim by the contractor shall be made in writing and submitted to the contracting officer for a written decision. The contracting officer shall issue a written decision on the claim within 60 days after the receipt of the claim.

ALL OTHER CONTRACT TERMS AND CONDITIONS REMAIN UNCHANGED

REASON:

ALTERNATE CONTRACTING OFFICER, D.C.

Lorraine J. [Signature] 7/14/89

GOVERNMENT OF THE DISTRICT OF COLUMBIA
THE NATION'S CAPITAL
BUREAU OF MATERIEL MANAGEMENT

NEGOTIATED SERVICES CONTRACT

DEPARTMENT OF

N. S. CONTRACT NO. 3209-AM-85 DATED _____ Page No. 1 of 14 page

Subject to the terms and conditions on Page 2 (reverse side), the Government of the District of Columbia and the contractor here contract for the services of the contractor in the manner and for the remuneration prescribed herein.

SPECIFICATIONS OF THE SERVICES

Subject to the terms and conditions set forth herein, the Government of the District of Columbia, (hereinafter, the Sending State), and Zavala County, Texas, (hereinafter, the Receiving State), hereby contract for the services of the Receiving State in the manner and for the consideration prescribed herein.

ARTICLE I. SCOPE OF WORK

The Receiving State shall provide confinement, care, treatment and rehabilitation for inmates transferred by the Sending State to the Receiving State (Inmates). The Receiving State shall perform such services using standards of care and discipline compatible with that of the Sending State and in such a manner as to ensure equitable treatment of all inmates, regardless of race, religion, color, or national origin. Such services shall include the following:

PERIOD OF CONTRACT:

From 02/16/89

To 02/15/90

Payment to be: ☐ Monthly ☐ Upon Completion ☒ or as specified on page 12

PAYMENT TERMS: _____ percent discount for payment in _____ days

Certified that the service described herein is properly authorized by Reorganization Order or other authority:

REQUISITION ID. NO.: _____
CERTIFICATE OF ACCEPTANCE INTO FMS
DATE ACCEPTED: _____

Director of

CONTRACTOR'S ACCEPTANCE

Signature of Authorized Representative

Title

Date

County Judge

6-15-89

Mailing Address of Contractor

Telephone No.

Zavala County Courthouse, Crystal City, TX 79839

512/374-3810

(CORPORATE SEAL)

(Contractor should not perform any service under this contract until the contract has been accepted by the District)

ACCEPTANCE BY THE DISTRICT:

Signature of Contracting Officer

Title

Date 7/14/89

GENERAL PROVISIONS

1. **Definitions:** The terms "Mayor", "Contracting Officer", "Accounting Officer", "Contract Appeals Board", and "District" shall mean the Mayor of the District of Columbia, the Contracting Officer of the District of Columbia or his Authorized Representative, the Accounting Officer of the District of Columbia, the Contract Appeals Board of the District of Columbia and The Government of the District of Columbia, respectively. If the contractor is an individual, the term "contractor" shall mean "the contractor, his heirs, his executors, and his administrators." If the contractor is a corporation, the term "contractor" shall mean "the contractor and its successor."

2. **Renewals:** This contract may be renewed by mutual agreement of the Contracting Officer and the Contractor, subject to availability of appropriated funds. No changes can be made in any renewal except as may be agreed upon in writing by the parties thereto. A contract can be renewed for not more than three times and each renewal not to exceed one year.

3. **Termination:** Performance under this contract may be terminated by the District in whole or in part whenever the contracting officer shall determine that such termination is in the best interest of the District. Such termination shall be effected by delivery to the contractor of a Notice of Termination specifying whether termination is for the default of the contractor or for the convenience of the District, the extent to which performance of work under the contract is terminated, and the effective date of such termination. Upon such termination of this contract, the contracting officer shall determine the amount due the contractor, which sum shall in no event exceed the face value of the contract. (See Paragraph 7 of these General Provisions.)

4. **Changes:** The contracting officer may, at any time, by written order, make changes in the contract within the general scope thereof. If such changes cause an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is ordered, provided, however, that the contracting officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. (See Paragraph 6 of these General Provisions.)

5. **Transfers:** No contract or any interest therein shall be transferred by the contractor; such transfer will be null and void and will be cause to annul the contract.

6. **Waiver:** No waiver of any breach of any provision of this contract shall operate as a waiver of such provision of this contract or as a waiver of subsequent or other breaches of the same or any other provision of this contract, nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provisions of this contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

7. **Disputes-Contract Appeals Board, D.C.:** Except as otherwise specifically provided in this contract, all disputes arising under this contract shall be decided by the contracting officer, subject to written appeal by the contractor within thirty (30) days to the Contract Appeals Board, whose decision shall be final and conclusive upon the parties hereto subject to such revisions and review as may be provided by law. In the meantime the contractor shall diligently proceed with the performance of the contract. In the event no appeal is taken within the time specified herein, then the decision of the contracting officer is final and conclusive.

8. **Indemnification:** The contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the contractor, his employees, or subcontractors, in the performance of, or in connection with, any work required to be completed or performed under this contract.

9. **Covenant Against Collusion:** The contractor warrants that he has not employed any person to solicit or obtain this contract upon any agreement for a commission, percentage, brokerage, or other consideration. Breach of this warranty shall give the District the right to terminate this contract, or to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

10. **Payments:** Payment will be made after performance of contract in accordance with all provisions thereof, and upon receipt of the Accounting Officer of property executed voucher on District form, or as otherwise stipulated herein.

11. **Officials not to Benefit:** No member of or delegate to Congress or officer or employee of the District shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract entered into by any contracting officer in which he or any officer or employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. **Retention of Records:** Unless otherwise provided in this contract, or by applicable statute, the contractor from the effective date of contract completion and for a period of three years after final settlement under the contract, shall preserve and make available to the Contracting Officer or his Authorized Representative and the Office of Municipal Audit and Inspection at all reasonable times at the Office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the cost and expenses of the contractor under the contract.

13. **Inspection of Facilities:** The District reserves the right to inspect the Contractor's facilities prior to the award of a contract or at any time during the life of the contract.

14. **Laws and Regulations Incorporated by Reference:** The provisions of the following Acts, and applicable regulations made pursuant to said Acts, are hereby, to the extent applicable, incorporated by reference in this contract.

- (a) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)
- (b) Walsh-Healey Public Contracts Act, Act of June 30, 1936, c. 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more.)
- (c) Service Contract Act of 1965, as amended

15. A. Non-Discrimination in Employment:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin or sex.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will permit access to all books, records and accounts pertaining to his employment practices by the Contracting Officer, or his agents, the Office of Human Rights, or its agents, for the purpose of investigation to ascertain compliance with this provision.

(5) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract, this contract may be canceled in whole or in part and the Contractor may be declared ineligible for further District contracts in accordance with procedures established in accordance with Commissioner's Administrative Instruction 2621.

B. Utilization of Minority Business Enterprises:

(1) It is the policy of the District Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of District contracts.

(2) The Contractor agrees to use his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with the efficient performance of the contract.

C. **Applicability to Subcontracts:** The contractor will include the provisions of the foregoing paragraphs in every subcontract unless exempted by rules, regulations or orders of the District Government, so that such provisions will be binding upon each subcontractor or vendor.

16. **Non-Discrimination of Recipient:** No recipient of services under this contract shall be discriminated against on account of race, creed, color, age, sex or national origin.

17. **Contracts in Excess of \$5,000.00:** Any contract in excess of \$5,000.00 shall not be binding upon the District nor give rise to any claim or demand against the District until approved by the Mayor of the District of Columbia.

18. The Contractor shall be in strict compliance with D.C. Law 2-53 District of Columbia Minor Contract Act of 1977 and all provisions thereof.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

THE NATION'S CAPITAL

MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 2 of 14 pagesN.S. CONTRACT NO. 9299-AA-HS AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

A. TRAINING OR EMPLOYMENT:

1. The Receiving State shall ensure that inmates be afforded the opportunity and shall be required to participate in programs of occupational training and industrial or other work as is available in the Receiving State on the same basis as inmates of the Receiving State. The Receiving State shall provide compensation to inmates on the same basis as inmates of the Receiving State in connection with any such participation (whether as payment, incentive, or for any other therapeutic or rehabilitative reason). Any such inmates shall be subject to the regular work discipline imposed upon other inmate participants in the particular program. However, nothing contained herein shall be construed to permit or require any inmate to participate in any training, industrial, or other work program contrary to the law of the Sending State.

2. The Receiving State shall have the right to dispose of all products produced by an inmate, shall retain all proceeds therefrom, and shall bear all costs of said program.

3. In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of his/her labor and to retain the proceeds of any sale of his/her work in accordance with the rules of the Receiving State.

B. DISCIPLINE:

The Receiving State, as an agent of the Sending State, shall have physical control over and power to exercise disciplinary authority over all inmates. However, nothing contained herein shall be construed to authorize or limit the imposition of a type of discipline prohibited by the laws of the Sending State.

C. LAW LIBRARY:

The Receiving State shall provide the inmates the same access to law library materials and/or access to court resources as inmates of the Sending State at the place of confinement. The Sending State shall be responsible for providing access to legal materials needed by inmates which cannot be provided through the Receiving State's law library. The Receiving State agrees to provide the Federal Reporter, Second Series, as a part of its existing law library.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
THE NATION'S CAPITAL
MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 4 of 14 pagesN.S. CONTRACT NO. 9299-AA-MC AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

D. PROGRAMS:

The Receiving State agrees to provide programs for the Inmates. The educational programs shall include but is not limited to Adult Basic Education (ABE) and General Equivalency Diploma (GED) or similar high school equivalency or literacy programs. The Zavala County Detention Center's operations manual entitled "Operating Manual For Jails" (Attachment 3) is expressly incorporated herein and made a part of this contract.

The Receiving State shall provide all available vocational training, work training, drug counselling and drug awareness programs to qualified inmates.

E. RECREATION:

The Receiving State shall provide for the use of the Inmates weight lifting and other available recreational equipment. In the event that the Receiving State does not have an athletic field, the Receiving State shall provide an athletic field suitable for the use of the Inmates.

F. MEDICAL SERVICES:

1. The Receiving State shall provide inmates such medical, psychiatric, and dental treatment necessary to safeguard health and promote adjustment in self-supporting members of the community upon release. Except in an emergency, the Receiving State shall contact the Sending State for authority, in writing, before incurring medical, psychiatric, or dental expenses, unless the Sending State gives its written consent, in advance to proceed with the treatment without prior authority. In every case the Receiving State shall fully notify the Sending State immediately regarding the nature of the illness, the type of treatment to be provided, and the estimated cost thereof.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

THE NATION'S CAPITAL

MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 5 of 14 pgsN.S. CONTRACT NO. 9299-AA-12 AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

2. When the Receiving State removes the Inmates from the institution because of medical, psychiatric, or dental care or treatment, the Sending State shall give to the Receiving State advanced authority to remove the Inmates. In the event of an emergency which does not permit advanced authority, the institution shall notify the Sending State of the removal as promptly thereafter as practicable. The Receiving State shall take all necessary precautions to assure the safekeeping of the Inmate while the Inmate is absent from the normal place of confinement. The Receiving State shall provide necessary custodial supervision.

3. The Receiving State shall provide to the Inmates all necessary medical, pharmaceutical, psychiatric, and dental services. The Receiving State shall perform these services through staff personnel, or contract medical personnel normally providing care and treatment to the existing population at the facility. The Receiving State shall perform these services in a regularly maintained facility operated or utilized by the prison facility, or contract facility such as a doctor's or dentist's office as part of the health or correctional program of the Receiving State, in compliance with standards promulgated by the American Correctional Association (Normal Medical Services). If Inmates require medical services in addition to the Normal Medical Services, the Receiving State shall provide to the Inmates additional medical services (AMS) on a cost reimbursement basis, not to exceed \$150,000 during the duration of this contract.

C. FOOD:

The Receiving State shall provide each Inmate three (3) nutritious meals a day, prepared by a registered dietitian.

D. HOUSING:

The Receiving State shall ensure that all Inmates are living under healthy, sanitary conditions in accordance with all Codes and Standards applicable to the Receiving State.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
THE NATION'S CAPITAL
MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 5 of 14 pagesN.S. CONTRACT NO. 9299-AA-HS AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

ARTICLE II. RIGHT OF INSPECTION

The Sending State shall have the right to inspect, at all reasonable times, any institution of the Receiving State in which inmates are confined in order to determine if that institution maintains standards of care and discipline compatible with those of the Sending State and that all inmates therein are treated equitably, regardless of race, religion, color, or national origin.

ARTICLE III. VACANCIES

The Receiving State hereby undertakes to make available to the Sending State such places for inmates as may be vacant from time to time in designated institutions of the Receiving State made available for such confinement by the laws of the Receiving State.

ARTICLE IV. APPLICATION

The Sending State will submit a separate application to the Receiving State for each individual inmate proposed for confinement.

Said application shall consist of the following: Full information and all necessary documents relating to the inmate, including case history; physical and clinical records; judicial and administrative rulings and orders relating or pertinent to the inmate; the sentence pursuant to which confinement is to be had or to continue; reasons for the requested transfer; and identification data such as photographs and fingerprints. The Sending State shall not transfer an inmate to the Receiving State until the Receiving State approves the application.

ARTICLE V. TRANSFER OF INMATES

Upon receipt of the approval of the application pursuant to Article IV, the Sending State, at its expense, will deliver the inmate to the institution designated by the Receiving State. At the same time the Receiving State delivers the inmate, the Sending State shall deliver to the Receiving State the following records of the inmate: the original or a duly authenticated copy of the commitment; any other official papers or documents authorizing detention; case file materials; and medical records. Whenever there is to be mutual exchange of inmates between the parties to this contract, the authorities of one of the states may act as an agent of the other state for the purposes of transferring its inmates so that the expenses to both states may be minimized.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
THE NATION'S CAPITAL
MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 7 of 24 pagesN.S. CONTRACT NO. 9299-AA-HC AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

ARTICLE VI. TRANSFER OF FUNDS

The Receiving State shall credit to the account of the Inmate all funds due the Inmate either from the Receiving State or the Sending State. Upon return of the Inmate to the Sending State, the Receiving State shall transfer to the Sending State funds in the account of the Inmate at the time of return.

ARTICLE VII. LAWS AND REGULATIONS

While in the custody of the Receiving State, Inmates shall be subject to all the provisions of law and regulations applicable to persons committed for violating the law of the Receiving State so long as such provisions of law and regulations are not inconsistent with the Inmate's sentence.

ARTICLE VIII. RECORDS AND REPORTS FROM RECEIVING STATE

A. Within ninety (90) days following the receipt of an Inmate, the Receiving State shall furnish an admission summary and classification study report outlining the Inmate's social background, medical, psychiatric, education, and vocational findings, and indicating the institutional program which the Receiving State recommends. Thereafter, preferably at intervals of six (6) months, but at least annually, the Receiving State shall furnish the Sending State a report giving a summary of the Inmate's progress and adjustment since the last report. The Receiving State shall forward all such reports to the Sending State.

B. The administrative head of an institution, in which Inmates are confined, shall keep all necessary and pertinent records concerning such Inmates in a manner agreed between the Sending State and Receiving State. During the Inmate's confinement in the institution, the Sending State shall be entitled to receive, and upon request shall be furnished with, copies of any such record or records. The Receiving State may keep copies of any such record or records upon and after termination of an Inmate's confinement.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

THE NATION'S CAPITAL

MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 8 of 14 pagesN.S. CONTRACT NO. 9299-AA-HS AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

ARTICLE IX. REMOVAL FROM INSTITUTION

The Receiving State shall not remove an Inmate from the institution which the Inmate is confined without an order from the Sending State. This prohibition shall not apply to intra-institutional transfers pursuant to Article XI or an emergency necessitating the immediate removal of the Inmate for medical, dental, or psychiatric treatment, or to a removal made necessary by fire, flood, earthquake or other catastrophe or conditions presenting imminent danger to the safety of the Inmate. In the case of any removal for such emergency cause, the Receiving State shall inform the Sending State of the whereabouts of the Inmate at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such Inmate.

ARTICLE X. HEARINGS

The Receiving State shall provide adequate facilities for any hearing by authorities of the Sending State, to which an Inmate may be entitled by the laws of the Sending State. Upon the request of the Sending State, the authorities of the Receiving State shall conduct any such hearings. The Receiving State shall prepare and submit the record of any hearings, together with any recommendations of the hearing officials, to the Sending State.

ARTICLE XI. INTRA-INSTITUTIONAL TRANSFERS

The Receiving State may transfer an Inmate from one institution under its control to another whenever it deems such action appropriate; provided, however, the Receiving State shall not release an Inmate's custody status without the written consent of the Sending State. The Receiving State shall immediately send notice of any transfer to the Sending State.

ARTICLE XII. ESCAPE

In case any Inmate escapes from the custody of the Receiving State, the Receiving State will use all reasonable means to recapture the Inmate. The Receiving State shall immediately report to the Sending State the escape. The Receiving State shall have the primary responsibility for and authority to direct the pursuit and return of Inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by the Receiving State. In the case of an escape to a jurisdiction other than the Sending State or the Receiving State, the Sending State shall institute extradition or rendition proceedings.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
THE NATION'S CAPITAL
MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 14 of 14 pagesN.S. CONTRACT NO. 9299-AA-MS AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

ARTICLE XXIV. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of the contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Articles I through XXV of this contract.
- B. Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts, December, 1984, as amended. (Attachment 1)
- C. A Bill in the Council of the District of Columbia to enact legislation to enable the District of Columbia to enter the Interstate Corrections Compact. (Attachment 2)
- D. Operating Manual For Jails. (Attachment 3)

ARTICLE XXV. TOTAL AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

ACCEPTED, AGREED TO AND APPROVED:

Fabio A. J.
COUNTY JUDGE, PABLO AVILA

[Signature]
COMMISSIONER [Signature] MCCHAZLETT

[Signature]
COMMISSIONER HECTOR GOMEZ

[Signature]
COMMISSIONER FRANK GUERRERO

[Signature]
COMMISSIONER HENRY FLORES

[Signature]
ZAVALA COUNTY SHERIFF

APPROVED:

[Signature]
JOE LUIS LUNA, COUNTY ATTORNEY

[Signature]
REPRESENTATIVE FOR D.S.I.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
THE NATION'S CAPITAL
MATERIEL MANAGEMENT ADMINISTRATION

CONTINUATION SHEET

Page No. 12 of 14 pagesN.S. CONTRACT NO. 3299-AA-ES AMENDMENT NO. _____ DATED _____

CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

F. At any time before final payment and three (3) years thereafter, the Contracting Officer may have the Receiving State's invoices or vouchers and statements of cost audited. The Sending State may reduce any payment by amounts determined by the Contracting Officer to constitute unallowable payments.

ARTICLE XXI. CONTRACT ADMINISTRATION

A. Contracting Officer - The Contracting Officer is the ~~only~~ Sending State official authorized to contractually bind the District of Columbia. The Contracting Officer shall be the Director, Department of Administrative Services, 613 G Street, N.W., Suite 900, Washington, D.C. 20001, Telephone No. (202) 727-1179, or designee.

B. Contract Administrator is the Director, Department of Corrections, 1913 Vermont Avenue, N.W., Washington, D.C., or designee. The telephone no. is (202) 572-7316.

ARTICLE XXII. STANDARD CONTRACT PROVISIONS

A. Delete Page 2, General Provisions, Form 2640-2, in its entirety.

B. Substitute Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts, December, 1984, as amended. (Attachment 1)

ARTICLE XXIII. INCORPORATED DOCUMENTS

The Contractor shall perform all services required by this contract. The following items are incorporated into this contract and made a part hereof:

A. Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts, December, 1984, as amended. (Attachment 1)

B. A Bill To the Council of the District of Columbia to enact legislation to enable the District of Columbia to enter the Interstate Corrections Compact. (Attachment 2)

C. Operating Manual For Jails. (Attachment 3)

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CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

ARTICLE XX. PAYMENT/INVOICES

A. The Sending State shall pay the Receiving State monthly for services rendered at the following firm fixed rates:

Location	No. of Inmates	Per Day Per Inmate Firm Fixed Unit Price
Zavala Co. Detention Ctr.	226 (Not to exceed)	\$46.50
Crystal City Jail ZAVALA COUNTY JAIL	55 (Not to exceed)	\$35.00

B. If the Sending State requires the services of the Receiving State for fewer than 226 Inmates per day at the Zavala County Detention Center and 55 Inmates per day at the Crystal City Jail, the Sending State shall make payment for the actual number of Inmates per day based upon the firm fixed unit price as shown above.

C. The Sending State shall pay the Receiving State monthly upon receipt and acceptance by the Sending State of required services. The Receiving State shall submit monthly invoices to the Contract Administrator no later than the tenth of the following month, for certification of receipt of satisfactory services prior to authorization of payment. Payment shall be made by the Sending State to the County Treasurer, Zavala County Courthouse, Crystal City, Texas 77839.

D. The Receiving State shall include the following information in invoices:

1. The contract number;
2. Description of the services provided;
3. Date(s) services were provided;
4. Total amount due, and

E. The Receiving State's authorized signature.

F. The Receiving State shall submit final invoices no later than sixty (60) days after expiration of the contract.

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CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

F. The Sending State is not obligated to reimburse the Receiving State for costs incurred in excess of the cost reimbursement ceiling specified in Article I, item F of the Scope of Work and the Receiving State is not obligated to continue providing AMS (including actions under the Termination clauses of this contract) or otherwise incur costs in excess of the cost reimbursement ceiling specified in Article I, item F of the Scope of Work, until the Contracting Officer notifies the Receiving State, in writing, that (i) the estimated cost has been increased and (ii) the cost reimbursement ceiling has been revised to a specific dollar amount.

G. No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceiling. In the absence of the specified notice, the Sending State is not obligated to reimburse the Receiving State for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

H. If the cost reimbursement ceiling specified in Article I, item F of the Scope of Work is increased, any costs the Receiving State incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

I. A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Article I, item F of the Scope of Work, unless the change order specifically increases the cost reimbursement ceiling.

ARTICLE XIX CANCELLATION CEILING

In the event of cancellation of the contract because of nonappropriation for fiscal year 1990, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and other nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

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CONTRACTOR'S NAME AND ADDRESS _____

SPECIFICATIONS OF THE SERVICES

ARTICLE XVI. TYPE AND TERM OF CONTRACTA. TYPE OF CONTRACT:

This is a firm fixed unit price contract with a cost reimbursement component.

B. TERM OF CONTRACT:

The term of the contract shall be from February 16, 1989 through February 15, 1990. The Letter Contract dated February 16, 1989 as extended by modification dated April 14, 1989 is hereby merged with this definitized contract.

ARTICLE XVII. AMOUNT

The total dollar amount of this contract shall not exceed \$4,538,485.00. This total dollar amount includes the firm fixed unit price component (see Article XI) and the cost reimbursement component (see Article I, Item F). The total dollar amount of the firm fixed unit price component of this contract shall not exceed \$4,408,485.00. The ceiling for the cost reimbursement component shall not exceed \$150,000.00.

ARTICLE XVIII. COST REIMBURSEMENT CEILING

- A. The cost reimbursement ceiling for AMS is set forth in Article I, Item F of the Scope of Work.
- B. The Receiving State shall not exceed the cost reimbursement ceiling as specified in Article I, Item F of the Scope of Work.
- C. The Receiving State agrees to use its best efforts to perform AMS within the cost reimbursement ceiling under this contract.
- D. The Receiving State shall notify the Contract Administrator, in writing, whenever the Receiving State has reason to believe that the total cost for AMS will be either greater or substantially less than the cost reimbursement ceiling.
- E. As part of the notification, the Receiving State shall provide the Contract Administrator a revised estimate of the total cost of performing AMS.

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ARTICLE XIII. RETAKING OF INMATES

The Receiving State will deliver Inmates to the Sending State upon written demand by the Sending State made to the Receiving State.

The Sending State will retake any Inmate, upon the request of the Receiving State, within forty-five (45) days after receipt of the request to retake.

If an Inmate's commitment is terminated for any reason, the Sending State shall accept delivery of the Inmate at the Receiving State, and at the Sending State's expense return the Inmate to the Sending State. However, if an Inmate's commitment is terminated for any reason and the Sending State, the Receiving State and the Inmate agree in writing, the Inmate may be released within the Receiving State.

ARTICLE XIV. PHOTOGRAPHING AND RELEASE OF INFORMATION

The Receiving State shall not release to the public any information, records or other data concerning Inmates. The Receiving State shall not release to the public personal histories or photographs of Inmates or information concerning Inmate's delivery, removal, intra-institutional transfer, retaking or release. The Receiving State shall not permit reporters or photographers to interview or photograph Inmates without the express written permission and upon the request of the Inmate. The Receiving State shall refer to the Sending State requests for information regarding Inmates. However, the Receiving State may release to the public information contained in public records, such as sentence date or information concerning the escape of an Inmate. The Receiving State may photograph Inmates as means of identification for official use only; however, photographs of an Inmate may be disseminated to appropriate law enforcement agencies and to the public in the event of an escape by an Inmate.

ARTICLE XV. CLASSIFICATION OF INMATES

The Sending State shall only send, and the Receiving State shall only be required to keep, Federal security Inmates. The Sending State at its own expense shall upon police immediately take back an Inmate if the Receiving State determines after consultation with the Sending State that the Inmate is no longer a Federal security Inmate.