

Intergovernmental Service Agreement

between

Calcasieu Sheriff's Prison
5410 East Broad Street
Lake Charles, Louisiana 70601

and

U.S. Department of Justice
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813

Agreement Number: ACB-8-I-0001

INTERGOVERNMENTAL SERVICE AGREEMENT

PURPOSE

The purpose of this Intergovernmental Service Agreement is to establish a formal binding relationship between the United States, Immigration and Naturalization Service (hereafter referred to as the "Service") and the Calcasieu Sheriff's Prison (hereafter referred to as the "Provider") for the long term detention and care of Mariel Cuban aliens and aliens of other nationalities (hereafter referred to as "Detainees").

SUPPORT MEDICAL SERVICES AND GUARD SERVICES

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

The **Provider** agrees to provide INS detainees with the same level of medical care and services as provided non-INS prisoners as part of the per manday per diem rate. This rate includes:

- o On-site sick call (when provided by on-site staff);
- o Medications (over the counter/non-legend and routine drugs and medical supplies);
- o Emergency ambulance service to off-site health care services; and
- o Escort/security guard services for transport to/from emergency or non-emergency health care services as either an in-patient or out-patient.

The **Provider** agrees to provide stationary guard services as requested or required for detainees committed to a medical facility for inpatient medical care. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **Provider** under their policies, procedures and practices. The **Provider** agrees to augment such practices as may be requested by the **Service** to enhance specific requirements for security, detainee monitoring, visitation and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. The **Service** agrees to reimburse the **Provider** for actual stationary guard services provided at the rate of \$12.⁰⁰/~~25~~ per hour.

When specifically requested by the Service, the **Provider** agrees to arrange for and/or provide extra on-site guard service for diagnosed psychiatric detainees. The **Service** agrees to provide reimbursement, over and above the per manday per diem rate to the provider for such services when the costs are included with the regular monthly billing for detention service. The **Service** agrees to reimburse the **Provider** for actual guard services provided at the rate of \$~~288.~~⁰⁰/~~25~~ per day per detainee.

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

The **Provider** further agrees to include all costs associated with hospital or health care services specifically provided to any detainees both inside and outside the facility, with the regular monthly billing to the **Service** for detention services. In this case, the **Provider** arranges for the health care facility, consultant health care provider, and other health care vendor/suppliers to invoice the **Provider** for services provided at rates no greater than those applicable for non-INS detainees in the custody of the **Provider**. The **Service** shall include payment for the hospital/health care services provided along with the monthly payment for detention services. The **Provider** shall submit invoices for hospital and health care services to the **Service** within sixty (60) days after the services were rendered. In addition, the following documentation must be provided in order to support INS payment of these costs:

- 1) Health Care Facility invoice with discharge summary attached which includes diagnosis, treatment, prognosis and follow-up needed;
- 2) Health Care Provider invoice with note attached which includes diagnosis, treatment and follow-up needed;
- 3) Health Care Vendors/Suppliers invoice with name of INS detainee(s) and list of services/supplies rendered.

The **Provider** shall also notify the designated contact person at the local **Service** office, when any reimbursable medical care is provided to a detainee inside the **Provider's** facility or at a medical care facility outside of the **Provider's** facility, in accordance with procedures to be established and mutually agreed upon.

As requested or required by the **Service** the **Provider** shall furnish necessary articles of clothing (1 pair jeans, 1 shirt, 1 set underwear, 1 pair socks, 1 pair shoes, and if required by weather, 1 coat or jacket) to detainees prior to their release to a half-way house or to family. The **Service** agrees to reimburse the **Provider** for all actual costs for providing such clothing. The charges for clothing costs shall be included with the regular monthly billing to the **Service** for detention services. A copy of the receipts for such clothing paid by the **Provider** shall be submitted with the detention billing to support the reimbursement.

MINIMUM STANDARDS

The **Provider** agrees to meet the following minimum standards:

1. 24 hour supervision.

2. Full compliance with applicable fire and/or life safety codes, and has appropriate smoke/fire detection equipment installed 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 2,400 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 institutions(s): [Name & Address of Each Institution]

Calcasieu Sheriff's Prison
5410 East Broad St.
Lake Charles, La. 70601
(318) 491-3715

INSPECTION

The **Provider** agrees to allow periodic inspections of the facility by INS jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is 46.⁰⁰/₁₀₀ 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 services provided each month, in arrears. The invoice is to be submitted to the following location:

Immigration & Naturalization Service
P. O. Box 5095
Oakdale, Louisiana 71463

Payments under this agreement shall be effected within thirty calendar days after receipt of a correct and proper invoice, by the following office:

U.S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, VT 05403-6813
Attn: Finance
Phone: (802) 660-1127

Payments effected under the terms of this agreement are to be submitted to the following address:

Mr. Osey McGee
Chief Deputy Tax Collector
Calcasieu Parish Law Enforcement District
5140 East Broad Street
Lake Charles, LA 70601

b6

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. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, the **Provider** may suspend or restrict the use of the facility by the **Service** by giving written notice of such intent to the **Service**. 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 a 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. Changes in rates 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.

ORDERING OFFICE(S)

The following **Service** office(s) at the address(s) shown may place orders for detention related services in accordance with the text above:

Immigration and Naturalization Service
P.O. Box 5095
Oakdale, Louisiana 71463

CONTACT PERSONS

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: **Deportation Officer/Jail Inspector**
Phone #: [Redacted] b2Low

Name: [Redacted] b6,b7c
Title: **Deportation Officer/Jail Inspector**
Phone #: [Redacted] b2Low

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

Name: [Redacted] b6,b7c
Title: **Warden**
Phone #: [Redacted] b6

CONCURRENCE/FUNDING DATA:

1251/2501/2514/2525 Approved: [Signature] ARC-RODDP
APPROVED ROBUD: _____

SIGNATURES & EXECUTION

U.S. Department of Justice
IMMIGRATION AND
NATURALIZATION SERVICE

Calcasieu Parish Law Enforcement District
5410 East Broad St.
Lake Charles, La. 70601

Roger E. Fregeau
Contracting Officer

Wayne F. McElveen Sheriff of Calcasieu Parish
Name of Person Authorized to Sign on Behalf of
the **Provider**

[Signature]
Signature

[Signature]
Signature

10/21/97
Date Signed

6-16-96
Date Signed

Calcasieu Correctional Center
5410 East Broad Street
Lake Charles, Louisiana 70615

Modification No. 01
IGSA B/DLS-95-6054

This modification number 01 to Intergovernmental Service Agreement B/DLS-95-6054 makes the following changes, effective 10/01/96:

A. The Agreement number is hereby changed from B/DLS-95-6054 to **ACB-7-I-0055**.

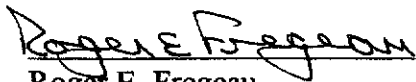
B. The new Contracting Officer name and address are as follows:

Roger E. Fregeau, Contracting Officer
U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Telephone No. b2Low

C. The new Payment address on page 2 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

For the INS:



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

Date: 12/19/96

IGSA-B/DLS 95-6054

RECEIVED
CHIEF PATROL AGENT
NEW ORLEANS, LA

JAN 04 1995

INTERGOVERNMENTAL SERVICE AGREEMENT

IGSA# B/DLS 95-6054

PURPOSE

The purpose of the Intergovernmental Service agreement is to establish a formal binding relationship between the United States Immigration and Naturalization Service and the **Calcasieu Correctional Center** (hereafter referred to as the "Provider") for the detention and care of aliens.

SUPPORT AND MEDICAL SERVICES

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

The Provider agrees to provide detainees with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the government.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision;
2. Full compliance with applicable fire and/or life safety codes, and has appropriate smoke/fire detection equipment installed in the facility;
3. A minimum of three meals in a 24 hour period (including two hot meals) are provided at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast;
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): [name/address of each institution]

Calcasieu Correctional Center
5410 East Broad Street
Lake Charles, LA 70615

INSPECTION

The Provider agrees to allow periodic inspections of the facility by INS Jail Inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is **\$30.00** * 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.

*Per diem rate for Mariel Cubans will be \$50.00 per manday.

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

Chief Patrol Agent
United States Border Patrol
P.O. Box 6218
New Orleans, LA 70174

Payments under this agreement shall be effected after receipt of a correct and proper invoice, by the following office:

Immigration & Naturalization Service
311 N. Stemmons Freeway (ROBUD)
Dallas, TX 75207

Payments effected under the terms of this agreement are to be submitted to the following address:

Calcasieu Correctional Center
5410 East Broad Street
Lake Charles, LA 70615

This agreement shall be in effect upon execution by both parties, and shall remain in effect until terminated, in writing, by either party.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, the Provider may suspend or restrict the use of the facility by giving written notice to the Service. Such notice should be provided 60 days in advance of the effective date of a formal termination and at least 30 days 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 Service in writing at least 60 days prior to the desired effective date. Any rate increase must be justified in writing to the local INS office prior to being approved. Changes in rates or other terms and/or conditions of this agreement shall be effected by the issuance of either an amendment to this agreement, or the by the execution of a new agreement.

CONTACT PERSONS

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

Name: [redacted] b6,b7c
Title: Senior Patrol Agent
Phone: [redacted] b2Low

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

Name : [redacted] b6,b7c
Title: Warden
Phone: [redacted] b6

SIGNATURES and EXECUTION

Wayne M. Elmer 12-30-99
Authorized Representative of the Provider date signed

T.M. Bannock 1-10-95
DD&P Approval - ERO date signed

Arthur S. Cooper, III 1/30/95
Contracting Officer - CRO date signed
ARTHUR S. COOPER, III