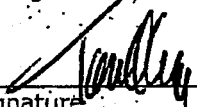


**U. S. Department of Justice
United States Marshals Service**

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 19-08-0002	2. Effective Date See Block 19.	3. Facility Code(s) AAG	4. DUNS Number 078124617
5. Issuing Federal Agency United States Marshals Service Witness Security & Prisoner Operations Division Programs & Assistance Branch Washington, DC 20530-1000		6. Local Government Hall County Jail 1700 Barber Road Gainesville, GA 30507 Tax ID # 58-6000836	
7. Appropriation Data 15X1020		8. Local Contact Person Tim Sims, Financial Administrator	
		9. Tel: 770- b6 Fax: Email: b6 @hallcounty.org	
Services		Number of Federal Beds	Per-Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. 54,750 (Estimated Federal Beds)	12. \$ 53.00
13. Optional Guard/Transportation Services: <input checked="" type="checkbox"/> Medical Services <input checked="" type="checkbox"/> U. S. Courthouse		14. Included in Guard/Transportation Hourly Rate: Per Diem Rate Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
		15. Signature of Person Authorized to Sign (Local)  _____ Signature <u>Tom Oliver</u> _____ Name <u>Chairman</u> <u>11-06-07</u> _____ Title Date	
17. Prisoner & Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal) _____ Signature <u>Gale Watkins</u> _____ Name <u>Grants Analyst</u> _____ Title Date	

*noted
Capt. [Signature]
11/21/07*

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and Hall County (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the Hall County Jail (hereinafter referred to as "the facility").

The population, hereinafter referred to as "federal detainees," will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a BOP facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government will accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees will also be housed in a manner that is consistent with federal law and the Federal Performance-based Detention Standards.

At all times, the Federal Government will have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back 3 years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government will provide no less than 120 calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government:

Medical Services

The Local Government will provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government will proceed immediately with necessary medical treatment. In such an event, the Local Government will notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees will be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards

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(www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, USM 218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical record keeping.

The facility will have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are utilized, they will be read between 48 and 72 hours after placement.

TB testing will be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government will immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government will not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Bureau of Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Services in block 13 on page (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by at least two armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 24 months, if a rate adjustment is desired, the Local Government may submit a request. Mileage will be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block 13 on page (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 24 months, if a rate adjustment is desired, the Local Government may submit a request. Mileage will be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government will notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government will immediately notify the Federal Government of an escape of a federal detainee. The Local Government will use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith will be borne by the Local

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Government. The Federal Government will have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government will notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government will immediately notify the Federal Government.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: www.arnet.gov.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act - Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates will be the prevailing wages unless notified by the Federal Government.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;

4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is \$53.00, and will not be subject to adjustment on the basis of Hall County Jail's actual cost experience in providing the service. The per-diem rate will be fixed for a period from the effective date of the Agreement forward for 24 months. The per-diem rate covers the support of one federal detainee per "federal detainee day", which will include the day of arrival, but not the day of departure.

After 24 months, if a rate adjustment is desired, the Local Government may submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on DSNetwork will be required before a new per-diem rate can be considered.

Billing and Financial Provisions

The Local Government will prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Addresses for the components are:

United States Marshals Service
1669 Federal Building
75 Spring Street, SW
Atlanta, GA 30303

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the rate per day) will be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein will be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

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Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government will provide a remittance address below:

Hall County Jail
1700 Barber Road
Gainesville, GA 30507

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services.

Litigation

The Federal Government will be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within 5 working days of the filing.

The Local Government will cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Hall County Detention Center
622 Main Street
Gainsville, Georgia 30501

Modification No. 01
IGSA A-DLS-94-6057

This modification number 01 to Intergovernmental Service Agreement A-DLS-94-6057 makes the following changes, effective 10/01/96:

A. The Agreement number is hereby changed from A-DLS-94-6057 to **ACB-7-I-0020**.


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

Roger E. Fregeau, Contracting Officer
U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Telephone No. (802) b6

C. The new Payment address on page 3 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: 12/13/96

JGSA-A/DLS-94-6057

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 Hall County Detention Center (hereafter referred to as the "Provider") for the detention and care of aliens.

CARE AND MEDICAL SERVICES

The Provider agrees to accept and provide for the custody, care, and maintenance 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 medical care from the facility for emergency medical services. This service will be in addition to the regular monthly cost. The Provider shall notify the designated contact person at the Service's facility, when medical care is provided to a detainee at the Provider's facility outside of the Service's facility. Procedures to be established and mutually agreed upon.

The Provider further agrees to include all costs associated with hospital or health care services provided outside the facility, with the regular monthly billing to the Service for these services. In this case, the Provider shall arrange for the facility to invoice the Provider for services rendered at a rate greater than those applicable for other individuals in the custody of the Provider. A copy of the billing for the Provider's invoice(s) for hospital/health care services shall be provided with the detention billing to support the Service's payment of those costs to the Provider. The Service shall include payment for the hospital/health care services provided along with the monthly payment for detention services.

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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 all appropriate smoke/fire detection equipment installed in the facility.
3. A minimum of two staff in a 24 hour period for each detainee. No fewer than 1,000 calories will be provided per detainee and, if detection equipment is installed, there will be a minimum of 100 calories per detainee per day. There will also be a minimum of 14 hours between meals.
4. Adequate 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 clients at the following institution(s): [Name & Address of each institution]

_____ Hall County Detention Center
 _____ 622 Main Street
 _____ Gainesville, Georgia 30501
 Attn: James ASH

INSPECTION

The Provider agrees to allow periodic inspections of the facility by IGA field inspectors. Findings will be shared with the facility administrators in order to promote improvements to facility conditions or conditions of confinement.

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FINANCIAL PROVISIONS

The per diem rate under this agreement is \$35.00 per manday. The rate covers one person per day. The Government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

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

U. S. IMMIGRATION & NATURALIZATION SERVICE
77 FORSYTH STREET, SW
ATLANTA, GEORGIA 30303

ATTN: J. TONY CAMPOS

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

Immigration & Naturalization Service
2201 North Stemmons Freeway (ROBUD)
Dallas, Texas 75247

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

Hall County Detention Center
672 Main Street
Gainesville, Georgia 30501

Attn: James Ash

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

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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 at least 60 days prior to the desired effective date of the adjustment. Any rate increases shall be indicated 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 reflected by the issuance of either an amendment to this agreement, or the execution of a new agreement.

ORDERING OFFICES:

The following Service offices at the addresses shown may place orders for detention related services in accordance with the text above:

U. S. IMMIGRATION & NATURALIZATION SERVICE
77 FORSYTH STREET, SW
ATLANTA, GEORGIA 30303

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: J. TONY CAMPOS
TITLE: U. S. IMMIGRATION & NATURALIZATION SERVICE
PHONE #: WORK 404/331-4271-2122 AFTER HRS: 404/786-3128

NAME: CAROL DOSTON
TITLE: SUPERVISORY DEPORTATION OFFICER
PHONE #: WORK 404/331-4271-2163 AFTER HRS: 404/691-1187

Office Of The Sheriff

Under Sheriff
Major Tony L. Carter
531-6901

Investigative Division
Capt. Jack D. Conopp
531-6879

Patrol Division
Capt. Ed. Barfield
531-6881

HALL COUNTY, GEORGIA
Sheriff Robert G. Vass
670 MAIN STREET
GAINESVILLE, GEORGIA 30501
(404) 531-6885
FAX (404) 531-7150

Administrative Division
Capt. [Name] Waldrep
[Phone]

Detention Division
Capt. James D. Asa
531-6904

Operations Division
Capt. Ken Gogan
531-6801

ATTACHMENT "A"

As verbally agreed upon Provider (Hall County Detention Center, Gainesville, GA) will be contacted prior to the receiving any Detainees that were arrested (or taken into custody) outside the county lines of Hall County, Georgia. This would allow Hall County Detention Center, Georgia to refuse receiving said Detainees and/or Detainees if conditions at the Hall County Detention Center, Georgia, are overcrowded.