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INTERGOVERNMENTAL AGREEMENT

IGA-710-6

*between the*

**Federal Bureau of Prisons  
U.S. Department of Justice  
320 First Street, NW  
Washington, DC**

*and*

**Barnstable Community Correction Center  
120 Yarmouth Road  
Hyannis, Massachusetts**

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This Intergovernmental Agreement (IGA) is entered into between the United States Department of Justice, Federal Bureau of Prisons, hereinafter referred to as the BOP, and Barnstable County, Massachusetts hereinafter referred to as Barnstable, pursuant to the authority of Title 18, United States Code (U.S.C.), Section 4002. The BOP and Barnstable hereby agree as follows:

1. **PERFORMANCE:**

(A) **Barnstable will:**

1. Provide for the secure custody, housing, safekeeping, subsistence, and care of one or more federally adjudicated male and female inmate(s) accepted from the BOP under the terms of this Agreement, subject to the availability of suitable space, at the Barnstable Community Correction Center, Hyannis, Massachusetts, in accordance with Attachment A, Statement of Work, "Barnstable County & Day Reporting Center with Contract Detention Services."
2. Allow the BOP to designate federally adjudicated inmates, hereinafter referred to as BOP inmates, to Barnstable Community Correction Center, Hyannis, Massachusetts, hereinafter referred to as Barnstable CCC.
3. Advise the BOP Community Corrections Manager (CCM) of a rejected placement within forty eight (48) hours after referral and allow the BOP CCM seventy two (72) hours to re-assign the BOP inmate.

4. Provide the BOP CCM with progress reports, at least quarterly, for each BOP inmate placed.
  5. Submit all requests for medical, disciplinary, or security transfer(s) of a BOP inmate to the BOP CCM.
  6. Submit to the BOP CCM all invoices requesting reimbursement by the sixth of each month following the month the service was provided.
  7. At all times, allow the BOP access to Barnstable CCC, BOP inmates as the BOP may require, and to all records pertaining to this agreement, including financial records.
  8. Notify the BOP of any incident which would likely result in litigation or alleged criminal activity by a BOP inmate.
  9. Comply with the Freedom of Information Act, 5 U.S.C. 552, and the Privacy Act, 5 U.S.C. 552a, regarding the release of inmate records.
- (B) The BOP (CCM) will:
1. Forward to Barnstable copies of pre-sentence report(s) and information to accomplish placement and follow-up on administrative requirements.
  2. Visit Barnstable CCC to meet and speak with all BOP inmates and ensure all BOP inmates have the name, address, and telephone number(s) of the BOP CCM.
  3. Certify Barnstable's invoice(s) for payment and forward the invoice(s) to the BOP Regional office for payment.
  4. Advise each BOP inmate of appropriate procedures to follow in raising concerns about BOP issues.
2. PERIOD OF PERFORMANCE: This Agreement shall become effective March 1, 2006, and remain in effect for a period not to exceed three (3) years, until February 28, 2009, in accordance with 18 U.S.C. 4002. Any provisions which require performance after the expiration or termination shall remain in force notwithstanding the expiration or termination of this IGA.
3. MODIFICATION: This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors. If any provisions of this IGA become invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the extent permitted by law and regulation.

4. **TERMINATION:** This Agreement shall expire on December 31, 2008 or be terminated by either party upon one hundred eighty (180) days advanced written notice to the other party, or sooner by signatory concurrence of both parties. Within one hundred eighty (180) days after giving unilateral termination notice to Barnstable, or receiving unilateral termination notice from Barnstable, the BOP shall retake custody of all BOP inmate(s) transferred to Barnstable CCC. Barnstable agrees to consult with the BOP at least ninety (90) days prior to any termination action(s) to allow the BOP sufficient time to prepare for loss and replacement of services.
  
5. **CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR):** David A. Dwyer, Community Corrections Manager (CCM), or his successor, is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents, or to otherwise commit to or issue changes which could affect the price, costs, or monetary terms and conditions of this Agreement. The COTR is authorized to resolve technical direction/redirection of work, in writing, signed by both parties.
  
6. **PAYMENT RATE:**
  - (A) In consideration for Barnstable's performance under the Terms and Conditions of this Agreement, the BOP shall make payment to Barnstable for each BOP inmate accepted and housed by Barnstable at the Barnstable CCC. Payment will be made at a rate equal to the appropriate cost per-inmate, per-day for Barnstable CCC based upon the established daily per diem rates which are allowable and allocable in accordance with the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as revised and amended. The rate for Barnstable CCC is the per diem rate for the support of one inmate per inmate-day and shall include the day of arrival but not the day of departure. Barnstable shall charge the BOP for only those costs which are directly related to the housing and detention of BOP inmates.
  - (B) **UNALLOWABLE COSTS** include, but are not limited to:
    1. Salaries of elected officials.
    2. Salaries of employees not directly engaged in the housing and detention of BOP inmates.
    3. Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
    4. Inmate services which are not provided to, or cannot be used by, BOP inmates.

5. Operating costs of facilities not utilized by BOP inmates.

(C) The current rate is: \$84.00 per-inmate, per inmate-day for Detention and Pre-release services for housing BOP inmates at Barnstable CCC and \$44.00 per-inmate, per inmate-day for home confinement services. The estimated number of BOP inmates per day to be housed under this agreement is approximately two (2) for Detention and Home Confinement services and six (6) for Pre-Release Services. The estimated total value of this agreement is not to exceed: \$832,960.00.

(D) Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons 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.

7. BILLING PROCEDURE:

(A) Invoices shall itemize each BOP inmate by name, register number, dates of stay, appropriate inmate-day rate, facility, and shall contain a

transfer of a BOP inmate, as well as transportation costs related to the release of a BOP inmate, shall be the responsibility of the BOP.

11. **MEDICAL SERVICES:** Barnstable shall provide the full range of required health care, including medical, dental, mental health, pharmaceutical, and record keeping, as necessary to meet the Joint Commission on Accreditation of Health Care Organizations (JCAHO) guidelines (current edition) and the National Commission of Correctional Health Care Standards for Health Services of Prisons (current edition).
  - (A) Barnstable will be responsible for all routine medical care for BOP inmates.
  - (B) Barnstable will submit in writing, to the CCM, estimated cost(s) and a request for approval of non-routine, non-emergency, medical treatment outside the facility. The BOP will reimburse Barnstable for costs of all pre-approved, non-emergency treatment.
  - (C) Barnstable shall proceed immediately with any emergency medical treatment and notify the BOP immediately regarding the nature of the BOP inmate's illness or injury, type of treatment provided, and the estimated cost(s) thereof. The BOP will reimburse Barnstable for costs of all emergency medical treatment.
  - (D) Medical invoices for outside medical treatment shall be forwarded to the BOP within thirty (30) days of receipt by Barnstable.
  
12. **OVERPAYMENT:** If the BOP has overpaid Barnstable, all such overpaid amounts shall be deducted from the monthly billing following discovery and confirmation.
  
13. **COLLECTION FROM BOP INMATES:** Any subsistence monies collected from a BOP inmate, including medical co-payments, shall be deducted from the monthly billing and verified by a copy of the receipt attached with Barnstable's invoice, unless disposition of the monies is otherwise specified.
  
14. **TRANSFER:** Prior to transfer, the BOP will request permission from Barnstable to transfer a BOP inmate to the care and custody of Barnstable at the Barnstable House of Corrections. A separate application shall be submitted for each BOP inmate proposed for transfer.

Each application for transfer shall include the following:

- (A) Copies of all documents which relate to the BOP inmate's case history, physical, and clinical record(s);

- (B) Copies of all judicial and administrative rulings and orders relating to the inmate and the sentence(s) imposed, including confinement.

15. **DISCIPLINE:** Barnstable shall have physical control over, and power to exercise disciplinary authority upon, a transferred BOP inmate. While in the custody of Barnstable, the BOP inmate shall be subject to State laws, rules, and regulations consistent with the sentence imposed and all Federal laws, rules, and regulations. Nothing contained herein shall be construed to authorize or permit the imposition of a discipline or action prohibited by Federal law. Barnstable shall ensure disciplinary procedures comply with applicable due process.
16. **ESCAPE:** If a BOP inmate escapes, Barnstable shall immediately notify the BOP. After notification, the BOP shall have the primary responsibility and authority to direct the pursuit and retaking of such escaped BOP inmate. Barnstable shall use all reasonable means to recapture the escaped BOP inmate and may be responsible for all reasonable costs in connection therewith.
17. **DEATH OF A BOP INMATE:** In the event of the death of a BOP inmate, Barnstable shall: (1) immediately notify the BOP of the death; (2) furnish information as requested by the BOP; and (3) follow instructions given by the BOP with regard to the disposition of the body. The body shall NOT be released except upon written order of the BOP. All expenses relative to the necessary preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased inmate, will be the responsibility of the BOP.
- The provisions of this paragraph shall govern only the contractual relationship between BOP and Barnstable and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.
18. **INTER-INSTITUTIONAL TRANSFERS:** Barnstable may NOT relocate a BOP inmate from one Barnstable facility under its control to another without prior written permission of the BOP.
19. **RETAKEING OF BOP INMATE UPON RELEASE:** Upon the lawful termination of a BOP inmate's commitment, the BOP shall accept delivery of the BOP inmate at BOP's expense. However, by agreement between the parties and the BOP inmate, the BOP inmate may be discharged, conditionally or otherwise, at a mutually agreed upon location.

20. RELATIONSHIP TO OTHER CONTRACTS:

(A) Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any other Agreement or Contract now in effect between the parties relating to the confinement and care of Barnstable inmates in BOP facilities or BOP inmates at any Barnstable facilities other than the Barnstable CCC. This Agreement shall not affect any independent relationship(s) or obligations(s) between the parties or between the parties and any third party or parties.

(B) Third Party Contracts. Barnstable shall not enter into any contract for overall management and operation of Barnstable CCC without providing 30 days written notice to BOP of the intent to contract or modify said contracts. The BOP shall not be liable for any claim arising under said contracts including any modifications thereto.

21. MAILING ADDRESSES: All notices, reports, redirection of work, and correspondence to the respective parties to this Agreement shall be sent to the following:

Barnstable: Superintendent Michael Regan  
Barnstable County Correctional Facility  
6000 Sheriff's Place  
Bourne, Massachusetts 02532

Federal Bureau of Prisons: Federal Bureau of Prisons  
Property Management Section  
320 First St., NW  
Washington, DC 20534

22. LIABILITY/INDEMNITY:

(A) Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

(B) Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to the responsibilities and/or procedures addressed herein.

23. SOVEREIGN IMMUNITY: Barnstable and the BOP do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to all federal, state, and tribal laws.

24. AGENCY INTERFACE / DISPUTES:

(A) The parties agree that, in the event of a dispute between the parties, the parties 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.

- (B) Should questions arise and need further clarification, the BOP and Barnstable establish the following direct lines of communication to ensure timely responses to inquiries. The following persons/positions are the primary points of contact for the named subject areas:

- (1) Agreement Administration: (Correspondence, modifications, notices)

**Barnstable:** Superintendent Michael Regan  
Barnstable County Correctional Facility  
6000 Sheriff's Place  
Bourne, Massachusetts 02532

**Federal Bureau of Prisons:** Federal Bureau of Prisons  
Property Management Section  
320 First St., NW  
Washington, DC 20534

- (2) Technical Requirements: (Applications, direction of work, rulings)

**Barnstable:** Superintendent Michael Regan  
Barnstable County Correctional Facility  
6000 Sheriff's Place  
Bourne, Massachusetts 02532  
Phone: (508) [REDACTED] b6

**Federal Bureau of Prisons:** Community Corrections Manager  
Federal Bureau of Prisons  
JFK Federal Building  
Suite 2200  
Boston, MA 02203  
Phone: (617) 565-4293  
FAX: (617) 565-4297



IN WITNESS WHEREOF, the undersigned, duly authorized, officers have subscribed their names on behalf of the Federal Bureau of Prisons and Barnstable CCC.

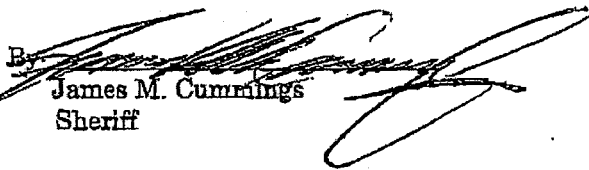
ACCEPTED:

ACCEPTED:

US Department of Justice  
FEDERAL BUREAU OF PRISONS

Barnstable

By: \_\_\_\_\_  
Darlene Ely  
Procurement Executive

By:   
James M. Cummings  
Sheriff

Date: \_\_\_\_\_

Date: 2/1/06

5. Operating costs of facilities not utilized by BOP inmates.

- (C) The current rate is: \$84.00 per inmate, per inmate-day for Detention and Pre-release services for housing BOP inmates at Barnstable CCC and \$44.00 per inmate, per inmate-day for home confinement services. The estimated number of BOP inmates per day to be housed under this agreement is approximately two (2) for Detention and Home Confinement services and six (6) for Pre-Release Services. The estimated total value of this agreement is not to exceed: \$882,960.00.
- (D) Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons 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.

7. BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each BOP inmate by name, register number, dates of stay, appropriate inmate-day rate, facility, and shall contain a remittance address. Billing shall be based upon the actual number of inmate-day(s) used. The invoices will be based upon the established daily per diem rate for Barnstable CCC which is allowable and allocable in accordance with the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as revised and amended. Invoices for medical care should reference the BOP inmate's name, register number and date of service.

(B) Invoice Submission - Barnstable shall submit complete [as described in 7(A) above] invoices to the BOP at the following address:

Community Corrections Manager  
 Federal Bureau of Prisons  
 JFK Federal Building  
 Suite 2200  
 Boston, MA 02203

(C) Payment

1. BOP shall make payments to Barnstable upon receipt of a complete [as described in 7(A) above] invoice. All payments will be accomplished through Electronic Funds Transfer (EFT).
2. The Prompt Payment Act, 31 U.S.C. 3902, shall apply.
3. Payments made under this agreement shall be charged to BOP accounting code FPO20009T1, YREGDOC NUMBER 5T193196.

8. **PRICE REDETERMINATION:** This is a fixed unit-price Agreement. The inmate-day rate is as stated in section 6(C) above. Price redetermination shall, if allowable, be adjusted upward or downward as follows:
- (A) **General** - The prices for services performed prior to the first effective date of price redetermination shall remain fixed.
  - (B) **Performance Periods** - For the purpose of price redetermination, the performance of this Agreement is divided into one-year periods. The first period shall extend from the effective date of the Agreement forward for twelve (12) months. All succeeding periods shall begin on the anniversary date of the preceding period.
  - (C) **Supporting Data** - Not more than sixty (60) calendar days, nor less than thirty (30) calendar days, before the end of each performance period, Barnstable shall, if the price/costs change, submit to the BOP:
    - (1) Proposed prices for services which may be performed in the next succeeding period under this Agreement, together with:
      - (a) A breakdown of the estimated costs of such services on forms supplied by the BOP;
      - (b) Sufficient data to support the accuracy and reliability of such estimates; and,
      - (c) An explanation of any differences between such estimates and the prices for the same services in the current performance period.
  - (D) **Redetermination by Modification** - All negotiated price redeterminations shall be evidenced by a Modification to this Agreement signed by Barnstable and the BOP. The Modification(s) shall set forth the redetermined prices and services to be performed during the next period in accordance with the provisions above, including Paragraph 3.
9. **DELIVERY OF THE BOP INMATE:** Upon receipt of written approval from Barnstable, the BOP, at its own expense, shall deliver the BOP inmate(s) to be transferred to location(s) agreed upon by both parties.
10. **TRANSFER COSTS:** Personal property in excess of the release amount authorized by the BOP shall be mailed to the BOP inmate's residence prior to transfer and Barnstable will be responsible for these mailing costs. All other costs incident to the

transfer of a BOP inmate, as well as transportation costs related to the release of a BOP inmate, shall be the responsibility of the BOP.

11. **MEDICAL SERVICES:** Barnstable shall provide the full range of required health care, including medical, dental, mental health, pharmaceutical, and record keeping, as necessary to meet the Joint Commission on Accreditation of Health Care Organization (JCAHO) guidelines (current edition) and the National Commission of Correctional Health Care Standards for Health Services of Prisons (current edition).
- (A) Barnstable will be responsible for all routine medical care for BOP inmates.
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