

Intergovernmental Service Agreement

between

**Hampden County Correctional Center
627 Randall Road
Ludlow, Massachusetts 01056**

And

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

Agreement Number: ACB-6-I-0005

Agreement Schedule

Article I - Purpose

1. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the U.S. Immigration & Naturalization Service (INS) and the Hampden County Correctional Center (Contractor) for the detention of aliens of all nationalities authorized to be detained by INS in accordance with the Code of Federal Regulations, Title 8, Aliens & Nationality Act and related criminal statutes.
2. This Agreement sets forth the responsibilities of both INS and the Contractor regarding services to be performed and reimbursement when those services have been performed. There is no obligation, express or implied, on the part of INS to utilize the Contractor's facility nor on the part of the Contractor to accept detainees.

Article II - Covered Services

1. The Contractor will provide housing, safekeeping, subsistence and other services for INS detainee(s) within its facility (or facilities) consistent with the types and levels of services and programs routinely afforded its own population, and fully consistent with all applicable laws, standards, policies, procedures and court orders applicable to its facility (or facilities), unless or as specifically modified by this Agreement. The unit of service will be the Detained Day and the cost as agreed to by the parties is \$65.00 per Detained Day. The type of detainees will be males and females but primarily used for females. The duration of service to be provided will be overnight holds, daily, and long term, not to exceed 120 days without contacting the contractor for approval.

Article III - Support and Medical Services

1. The Contractor will provide housing, safekeeping, subsistence and other services for INS detainee(s) within its facility (or facilities) consistent with the types and levels of services and programs routinely afforded its own population, and fully consistent with all applicable laws, standards, policies, procedures, and court orders applicable to its facility (or facilities), unless or as specifically modified by this Agreement. The Contractor agrees to provide INS detainees with the same levels and types of medical services and care as are provided its own facility population. The Contractor will provide all necessary security and transportation services, when directed or authorized by the INS, except as required in an emergency situation, to move INS detainee(s) to medical or other appropriate facilities.

2. The Contractor further agrees to notify the INS as soon as possible of emergency medical cases requiring removal of detainee(s) from its facility (or facilities). Prior authorization will be obtained from INS when removal is required for any other medical services that may be required at local clinics or hospitals.
3. Such transportation and security services shall be performed by qualified, sworn law enforcement or correctional officer personnel employed by the Contractor and under its policies, procedures and authorities. The Contractor agrees to augment such practices as may be requested by the INS to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
4. The Contractor agrees to invoice INS for all costs associated with hospital or health care services specifically provided to any INS detainee(s) outside of the Contractor's facility, with the regular monthly billing to INS for detention services. In this case, the Contractor arranges for the health care facility, consultant health care provider, and other health care vendor/suppliers. They will invoice the Contractor for services provided at rates no greater than those applicable for non-INS detainees in the custody of the Contractor, and then after payment of these invoices, submit for reimbursement payment from INS. INS shall include reimbursement payment to the Contractor for the hospital and health care services provided to INS detainee(s) along with the monthly payment for detention services. The Contractor shall submit invoices for hospital and health care services to INS within sixty (60) days after the services were rendered. Documentation must be provided in order to support INS payment of these costs.

Article IV - Receipt, Discharge and Population Level

1. The Contractor agrees to receive and discharge INS detainee(s) only from and to properly identified INS officer(s) and, with prior authorization from the designated INS point(s) of contact, to other properly identified Federal law enforcement officials. Admission and discharge of INS detainee(s) shall be fully consistent with the contractor's policies and procedures, and shall ensure positive identification and recording of both detainee(s) and officer(s).
2. INS detainee(s) shall not be released from the facility into the custody of other Federal, state or local officials for any reason, except for medical or emergency situations, without the express authorization of INS.
3. The Contractor retains the right to reject or request the removal of any detainee(s) exhibiting violent or disruptive behavior.

Article V - Period of Performance

1. This Agreement shall remain in effect indefinitely until terminated by either party. Should conditions of an unusual nature occur, making it impractical or impossible to house detainee(s), the Contractor may suspend or restrict the use of the facility by giving written notice to the INS. Such notice will be provided sixty (60) days in advance of the effective date of formal termination and at least thirty (30) days in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of detainee(s).

Article VI - Economic Price Adjustment

1. Payment rates shall be established on the basis of actual costs associated with the operation of its facility (or facilities) during the latest annual accounting period for which data is available or for which a formal report or audit was issued, or as provided for in an approved annual operating budget for detention facilities.
2. The Federal Government shall reimburse the Contractor at the fixed day rate identified in Article II. The rate may be renegotiated not more than once per year, after the Agreement has been in effect for twelve months. The effective date of any rate adjustment will be negotiated and specified on the IGSA Modification form approved and signed by an INS Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the INS.
3. The rate covers one (1) person per "Detainee Day". The Federal Government may not be billed for two (2) days when a detainee is admitted one evening and removed the following morning. The Contractor may bill for the day of arrival but not for the day of departure. A detainee day is defined as a 24 hour period starting at book-in time.
4. The rate may be revised on the basis of data submitted and action taken by either or both the INS and the Contractor within ninety (90) calendar days before each annual anniversary of the initial Agreement's execution. The Contractor agrees to provide the necessary cost information to support the requested rate increase and to permit an audit of accounting records upon request of INS. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the OMB Circular A-87, Cost Principles for State and Local Governments or other guidance as revised, or in accordance with superseding guidance.

3. Payments at the modified rate will be paid upon return to INS of the signed modification by the authorized local official.
4. Unless other justifiable reasons can be documented by the Contractor, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VII - Invoicing and Payment

1. Invoices shall be submitted to:

U.S. Immigration & Naturalization Service
Hartford Office
450 Main Street
Hartford, Connecticut 06103
Attn: Deportation Unit
Phone: (860) 240-3036

After certified true and correct by the above office, relating invoices will be forwarded to the following address for payment.

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

2. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this Agreement and requires the payment to the Contractor of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.
3. In accordance with the Prompt Payment Act, payments under this Agreement will be made thirty (30) calendar days after the receipt of a proper invoice in the office designated to receive invoices (paragraph 1, above). The date of the check issued in payment shall be considered the date payment is considered to have been made.
4. A proper invoice shall be submitted monthly, in arrears, to the office identified in Paragraph 1, above. To constitute a proper invoice, it must include the name, address, and phone number of the official designated payment office. It shall list each detainee, the specific dates of custody for each, the total number of days for which reimbursement is sought, the agreed-upon detainee-day rate, and the total amount billed. The Agreement number shall be stated on all invoices submitted to INS for final payment.

ARTICLE VIII - Modifications and Disputes

1. Either party may initiate a request for modification to this Agreement. Such requests must be submitted in writing, and approved in writing by a Regional Contracting Officer and the Contractor. The IGSA constitutes the entire agreement between the two parties, and that actions by parties other than those identified or designated within the Agreement will not serve to bind, or incur liability on behalf of, either party.
2. Disputes, questions, or concerns pertaining to this Agreement shall be resolved between the INS and the appropriate Contractor official. No resolution may explicitly or implicitly alter the terms and rates contained in this Agreement unless approved by formal modification by a Regional Contracting Officer. Unresolved issues are to be directed to the Contracting Officer, Eastern Regional Office, 70 Kimball Avenue, South Burlington, VT 05403-6813.

ARTICLE IX - Inspection and Technical Assistance

1. The Contractor agrees to allow periodic inspections of the facility by INS. The sole purpose of said inspections will be to insure a minimally acceptable level of services and acceptable conditions of confinement under this Agreement. 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. The Contractor is required to promptly disclose to the designated INS point of contact any and all public results or copies of facility (or facilities) inspections, reviews, surveys or other forms of examinations.

ARTICLE X - Availability of Funds

1. The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until such funds are made available.

ARTICLE XI - Employment of Unauthorized Aliens

1. Subject to existing laws, regulations, Executive Orders, and other provisions of this Agreement, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or its subcontractors, to work on, under, or with this Agreement. The Contractor shall ensure that this provision is expressly incorporated into and all subcontracts or subordinate agreements issued in support of this Agreement.

ARTICLE XII - Contracting Officer's Technical Representative

1. Robert Clifford is the Contracting Officer's Technical Representative (COTR) for this Agreement.
2. The COTR is responsible for: receiving all deliverables; inspecting and accepting the services provided hereunder in accordance with the terms and conditions of this Agreement; providing direction to the Contractor which clarifies the Agreement's effort, fills in details or otherwise serves to accomplish the Agreement's requirements; evaluating performance; and certifying all invoices/vouchers for acceptance of the services furnished for payment prior to forwarding the original invoice to the payment office.
3. The COTR does not have the authority to alter the Contractor's obligations under the Agreement, direct changes that fall within the purview of the Contracting Officer and/or modify any of the expressed terms, conditions, specifications, or cost of the Agreement. If as a result of technical discussions it is desirable to alter/change obligations or requirements, the Contracting Officer shall issue such changes in writing and sign.

Approved by:

For the INS:

Roger E. Fregeau

Roger E. Fregeau
Contracting Officer
U.S. Department of Justice
Immigration & Naturalization Service
Eastern Region
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Phone: 802-660-1134

Date: 6/10/96

For the Contractor:

Shen H. Michael...

Date: _____

