

Intergovernmental Service Agreement

between

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

And

Iberia Parish Detention Center
300 Iberia Street, Suite 120
New Iberia, LA 70560-4584

Agreement Number: ACB-8-I-0010

Agreement Schedule

Article I - Purpose:

1. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between the U.S. Department of Justice, Immigration & Naturalization Service (INS) and a state or local government agency (Service Provider) for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to INS and Service Provider.
2. This Agreement sets forth the responsibilities of INS and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from INS at the prescribed rate.

Article II - General:

1. Funding. The obligation of INS to the Service Provider is contingent upon the availability of Federal funds. The INS will neither present detainees to the Service Provider nor direct performance of any other services until the INS has the appropriate funding.
2. Subcontractors. The Service Provider shall notify and obtain approval from the INS if it intends to house INS detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one is operated by an entity other than the Service Provider, INS shall treat that entity as a subcontractor to the Service Provider. The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide INS with copies of all subcontracts in existence during any part of the term of this Agreement. The INS will not accept invoices from, or make payments to, a subcontractor.
3. Consistent With Law: Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

Article III - Covered Services:

1. The Service Provider will provide housing, safekeeping, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Service Provider determines that INS has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the INS immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.
2. The unit of service will be the Detained Day and the cost as agreed to by the parties is \$ 46.00 per Detained Day. The type of detainees will be non-juvenile males and females. The rate covers one (1) person per "Detainee Day". The Service Provider shall not bill the INS for two (2) days when a detainee is admitted one evening and removed the following morning. The Service Provider 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.
3. The Service Provider must make special provisions for illiterate detainees such as commercial telephone language interpretive services. The INS will reimburse the Service Provider for any costs associated with providing written or telephonic language interpretive services. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify INS within 24 hours.

Article IV - Minimum Service Standards

The Contractor shall:

1. house INS detainees in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

2. provide guard personnel to ensure that there is a 24 hour visual supervision of detainees in a dormitory type setting. The Contractor shall visually check detainees in individual cells at least hourly.
3. segregate detainees in custody by gender and by risk of violence to other detainees.
4. provide a mattress, with a mattress cover and a blanket for each detainee held overnight.
5. provide a minimum of three nutritionally balanced meals in each 24 hour period for each detainee. These meals shall provide a total of at least 2,400 calories per 24 hours. There will be no more than 14 hours or fewer than 4 hours between meals. The Contractor will provide a minimum of two hot meals in this 24 hour period.
6. provide medical services as described in Article V below.
7. provide a mechanism for confidential communication between INS detainees and INS officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic or written means, and ensure the confidentiality of the issue and the individual detainee.
8. afford INS detainees, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, foreign consular personnel, family members and representatives of *pro bono* organizations.
9. permit INS detainees reasonable access to presentations by group legal rights and groups recognized by INS consistent with good security and order.
10. afford each INS detainee with reasonable access to legal materials for his or her case. The Contractor will provide a room to serve as a library at no additional cost to INS.
11. afford INS detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

12. provide INS detainees with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

Article V. Medical Services

1. Auspices of Health Authority. The Service Provider shall provide INS detainees with onsite health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on site.
2. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for INS detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Service (DIHS). Healthcare or health trained personnel may perform screenings.
3. Access to Health Care. The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all INS detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees written instructions in his or her native language for gaining access to health care services as prescribed in Article III, paragraph 3.
4. On-Site Health Care. The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any INS detainee an additional fee or co-pay for medical services or treatment provided at the Service Provider's Facility. The Service Provider shall

ensure that INS detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

5. Arrival Screening. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical)
6. Unacceptable Medical Conditions. If the Service Provider determines that an INS detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify INS. Upon such notification the Service Provider shall allow INS reasonable time to make proper arrangements for further disposition of that detainee.
7. DIHS Pre-approval for Non-Emergent Off Site Care. The DIHS acts as the agent for INS on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for INS detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off-site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of INS and the detainee.

The Service Provider shall instruct all medical providers associated with off-site health care of detainees to bill

DIHS directly at: DIHS, ATTN: Jail Management System,
P.O. Box 50945, Washington, DC 20091.

USPHS will make on-site visits to the facility to review the care and treatment of INS detainees, as needed.

8. Emergency Medical Care. The Service Provider shall furnish 24 hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling (888) 718-8947 as soon as possible, and in no case less than seventy-two (72) hours of detainee receiving such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

9. Off-site Guards. The Service Provider shall, without any additional charge to INS, provide guards during the initial 8 hours detainees are admitted to an outside medical facility. If negotiated with INS, the Service Provider shall provide guards beyond the initial 8 hour period, at the regular hourly rate. Absent such an arrangement, INS will be responsible for providing the guards at the end of the initial 8 hour period. The Service Provider shall not, however, remove its guards until INS personnel relieve them. The Service Provider shall submit a separate invoice for guard services beyond the initial 8 hours with its regular monthly billing.

Article VI - Receiving and Discharging

1. The Service Provider shall receive and discharge detainees only from and to either properly identified INS personnel or other properly identified Federal law enforcement officials with prior authorization from INS. The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The INS shall furnish the Service Provider with reasonable notice of detainee receiving and discharge activity. The Service Provider shall ensure positive identification and recording of detainees and INS officers. The Service Provider shall

not permit medical or emergency discharges except through coordination with on-duty INS officers.

2. The Service Provider shall not release INS detainees from its physical custody to any persons other than those described in paragraph 1 of this article for any reason, except for either medical, other emergent situations, or in response to a Federal Writ of Habeas Corpus. If an INS detainee is sought for federal, state or local court proceedings, only INS may authorize release of the detainee for such purposes. The Service Provider shall contact INS immediately regarding any such requests.
3. The Service Provider in charge of the facility, or designee, retains final and absolute right either to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health provider. In the case of a detainee already in custody, the Service Provider shall notify the INS and request such removals, and shall allow the INS reasonable time to make alternative arrangements for the detainee.

Article VII - Period of Performance

1. This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees or the Parties agree to a shorter period under Article X.

Article VIII - Economic Price Adjustment

1. The INS shall reimburse the Service Provider at the detainee day rate as set forth in Article III. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

ARTICLE IX - Invoicing and Payment

1. Service Provider shall submit invoices to:

U.S Immigration & Naturalization Service
P.O. Box 5095
Oakdale, LA 71463
Phone: (318) 335-0713
Fax: (318) 335-4216

After certified true and correct by the above office, INS will forward relating invoices 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
Fax: (802) 660-1179

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 Service Provider 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, INS will make payments under this Agreement 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 of the payment.
4. The Service Provider shall submit a proper invoice monthly. For services rendered in the prior month, 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. The Department of Treasury is requiring that the Taxpayer Identification Number

(TIN) be placed on all invoices. The name, title, complete address and telephone number of the local official responsible for invoice preparation should also be listed on the invoice.

5. The Government may make payment by Electronic Funds Transfer (EFT) through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Service Provider agrees to provide the required financial institution and related information in order to accommodate this requirement, by way of submitting a completed form SF-3881, copy attached. In the event that the EFT information changes, the Service Provider shall be responsible for providing the changed information to the designated office.

Article X - Modifications and Disputes

1. **Modifications.** Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement. The Service Provider shall submit modification requests to the INS Regional Contracting Officer in writing. A modification will become part of this Agreement only after the INS Regional Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.
2. **Disputes.** The INS Regional Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be set forth in a written modification between the INS Regional Contracting Officer and authorized signatory of the Service Provider.

Article XI - Inspection and Technical Assistance

1. The Service Provider shall allow INS to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the INS. No notice to the Service Provider is required prior to an inspection. The INS will conduct such inspections in accordance with the Jail Agreement Inspection Report, a copy of which is included in an attachment to this

3. Defense of Suit. In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, INS shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have INS substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, INS shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

4. INS Recovery Right. The Service Provider shall do nothing to prejudice INS' right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at the INS' expense, furnish to INS all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of INS in obtaining recovery.

Article XIV - Financial Records

1. Retention of Records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for at least three years for purposes of federal examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolutions of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

2. Access to Records. The INS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to

Agreement. The Jail Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, library, visitation, and recreation. The INS will share findings of the inspection with the facility administrator to promote improvements to facility operations, conditions of confinement and level of service. If the Service Provider fails to remedy deficient service INS identifies through inspection, INS may terminate this Agreement. The Service Provider shall provide INS copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

Article XII - Employment of Unauthorized Aliens

1. Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States.

Article XIII - Hold Harmless and Indemnification Provisions

1. Service Provider Held Harmless. The INS shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of INS officers or employees, to the extent that INS would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 et seq.
2. Federal Government Held Harmless. The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with, or in any way incident to arising out of the occupancy, use, service, operations or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

the required retention period, but shall last as long as the records are retained.

3. Delinquent Debt Collection. The INS will hold the Service Provider accountable for any overpayment, audit disallowances, or any breach of this agreement that result in a debt owed to the Federal Government. The INS shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Federal Collection Standards.

Article XV - Government Furnished Property

1. The INS may furnish federal property and equipment to the Service Provider. Accountable property remains titled to INS and shall be returned to the custody of INS upon termination of the agreement. The suspension of use of bed space made available to INS is agreed to be grounds for the recall and return of any or all government furnished property.
2. The Service Provider shall not remove INS property from the facility without the prior written approval of INS. The Service Provider shall report any loss or destruction of such property immediately to INS.

For the Immigration & Naturalization Service:

Roger E. Fregeau

Date: 10/21/98

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

For the Contractor:

Sid Hebert

Date: 10-14-98

Sid Hebert, Sheriff
Iberia Parish Detention Center
300 Iberia St., Suite 120
New Iberia, LA 70560-4584
Phone: 318-369-3714