

September 18, 1992

ERO-J-0-0050

Morris County Sheriff's Office
Modification No. 1 to
Standard Intergovernmental
Service Agreement for Detention Space

This is Modification Number 1 to Intergovernmental Service Agreement Number ERO-J-0-0050, is retroactive to October 1, 1991.

The purpose of this modification is to increase the rate per detainee day by \$20.00 from \$45.00 to \$65.00.

The Contractor shall indicate concurrence and acceptance of this modification by signing and returning both copies of this modification to the address below:

Approved for the
Contractor by:

(b)(6), (b)(7)c

Name (b)(6), (b)(7)c
Captain

Title
(b)(6), (b)(7)c

Signature (b)(6), (b)(7)c
2/13/93
Date

Roger E. Fregeau 2/24/93
Roger E. Fregeau
Contracting Officer
Immigration & Naturalization
Contracting & Procurement
70 Kimball Avenue
So. Burlington, VT 05403-6813

Intergovernmental Service Agreement

between

Morris County Sheriff's Office
Bureau of Corrections, CN 900
Morristown, NJ 07960

And

U.S. Department of Justice
Immigration & Naturalization Service
Federal Building, 11 Elmwood Avenue
Burlington, Vermont 05401

Agreement Number: ERO-J-0-0050

Immigration & Naturalization Service
Agreement schedule

Article I - Purpose

The purpose of this Intergovernmental Service Agreement is to establish a formal binding relationship between the U.S. Immigration & Naturalization Service (USINS) and the Morris County Sheriff's Office (Contractor) for the detention of persons found to be in violation of the Immigration & Nationality Act and related criminal statutes.

Article II - Covered Services

The housing, safekeeping, and subsistence of USINS detainees will be in accordance with the contents of this agreement. The unit of service will be the Detained Day and the cost per unit is established by the County at \$45.00 per Detained Day. The types of detainees will be non-juvenile males and females. The duration of service to be provided will be overnight holds, daily, and long term.

Article III - Support and Medical Services

The Contractor agrees to accept and provide for the secure custody, care and safekeeping of USINS detainees in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility. The Contractor agrees to provide USINS detainees with the same level of medical care and services provided local prisoners including the transportation and security for detainees requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility shall be submitted through the Contracting Officer's Technical Representative Harry Helms in the form of an original invoice(s) for direct payment by the USINS. The Contractor further agrees to notify the USINS as soon as possible of all emergency medical cases requiring removal of a detainee from the facility and to obtain prior authorization for removal for all other medical services required, with the exception that prior USINS authorization need not be obtained for the removal of USINS detainees for medical services at outpatient services at clinics or local hospitals..

Article IV - Receiving and Discharging Detainees

In receiving or discharging USINS detainees from the facility, the Contractor agrees to receive and discharge such detainees only to and from persons presenting proper USINS credentials. The USINS agrees to maintain detainee population levels at or below the level established by the facilities Administrator. USINS detainees shall not be released from the facility or placed into the custody of state or local officials for any reason except for medical or emergency situations. USINS detainees sought for state or local court proceedings may be acquired only with the concurrence of the USINS. The Contractor has the right to reject or request the immediate removal of any detainee from the facility if the subject exhibits violent or disruptive behavior.

Article V - Period of Performance

This agreement shall remain in effect indefinitely until terminated by either party upon 60 days written notice. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house detainees, the Contractor may suspend or restrict the use of the facility by giving written notice to the USINS. Such notice will be provided 60 days in advance of the effective date of formal termination.

Article VI - Economic Price Adjustment

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.
2. The rate may be renegotiated not more than once per year, after the agreement has been effective for twelve months.
3. The Contractor may initiate a request for a rate increase or decrease by notifying the USINS in writing at least 60 days prior to the desired effective date of the adjustment. The Contractor agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the USINS.
4. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the Federal cost standards for contracts and grants with State and local Governments issued by the Office of Management and Budget.

5. The effective date of the rate modification will be negotiated and specified on the modification form approved and signed by a USINS 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 USINS.
6. 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.

VII - Financial Provisions

1. The billing address of the USINS office using the facility is as follows:

U.S Immigration & Naturalization Service
Attn: Deportation Unit
Newark District Office
Federal Building
970 Broad Street
Newark, NJ 07102
FTS 341-2414

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
Federal Building, 11 Elmwood Ave.
Burlington, VT 05401
Attn: Finance
Phone: (802) 951-6215

2. The USINS shall reimburse the Contractor at the fixed rate identified in the agreement. The rate covers one (1) person per detained day. The Government may not be billed for two (2) days when a prisoner 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.
3. 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.

4. Payment under this agreement will be due on the thirtieth (30) calendar day after receipt of a proper invoice, in the office designated to receive the invoice (paragraph 1.). The date of the check issued in payment shall be considered to be the date payment is made.

5. The original invoice shall be submitted monthly in arrears to the USINS office that has been designated to receive invoices as stated in Paragraph 1. To constitute a proper invoice the invoice must include the name, address, and phone number of the official designated payment office. In addition, it shall list each detainee, the specific dates of confinement for each, the total days to be reimbursed, the agreed upon rate per day, and the total amount billed (total days multiplied by the rate per day).


VIII - Modification/Disputes

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the USINS, Contracting Officer and submitted to the Contractor for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USINS and the appropriate Contractor official. Unresolved issues are to be directed to the Contracting Officer, Eastern Regional Office, Federal Building, Burlington, VT 05401.

IX - Inspection and Technical Assistance

1. The Contractor agrees to allow periodic inspections of the facility by USINS. The sole purpose of said inspections will be to insure a minimally acceptable level of services for the purpose of this agreement.

Approved by:

Capt

For the Contractor //

Roger E. Fregeau

Roger E. Fregeau
Contracting Officer
Immigration & Naturalization
Service, Eastern Region
Federal Building
Burlington, VT 05401

11-15-90
Date

1/10/91
Date