

Agreement No: IGSA/DET-94-7001

ACB-7-I-0075

INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND THE WAYNE COUNTY JAIL

PURPOSE

The Purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the United States, Immigration and Naturalization Service (hereafter referred to as the "Service") and the Wayne County Jail (hereafter referred to as the "Provider") for the detention and care of persons charged with violations of the Immigration and Nationality Act, as amended (INA) and related criminal statutes.

For the purpose of administering this Agreement, the Service will be represented by the District Director or Chief Patrol Agent of the INS area in which the services are provided. Designation, coordination and execution of facility inspections shall be directed by the Service Representative.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of Service detainees in accordance with Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for emergency medical services.

All costs associated with hospital or health care services provided outside the provider's facility will be billed to, and paid directly by, the Service. Services provided by the Security Staff of the Provider in moving a detainee to an outside medical care facility will be paid by the Service at the rate of \$25.00 per hour.

The Provider shall notify the designated contact person at the local Service office within twelve (12) hours of all medical emergencies requiring removal of a detainee from the Facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon. For medical care provided outside the facility, the Service retains the option of designating a medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service.

All costs associated with hospital or health care services provided outside the Provider's facility, will be billed to and paid directly by the Service. The health care provider shall be advised to invoice the Service directly for services provided, addressing itemized bills to the Service representative.

The United States Public Health Service is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees. Additionally, the provider agrees to make a reasonable effort to obtain completed Service form I-813, INS Health Care Program Authorization for Disclosure of Information, from detainees being referred for outside medical treatment, and provide the executed forms to the Service.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons committed by Service officers for violations of the Immigration and Nationality Act and related criminal statutes only upon presentation by the officer of proper INS credentials.

The Service will make an effort to notify the Provider in advance if the Service expects an increase in their bed usage, or if it is booking an inmate who is known to the Service has a history of institutional assault or escape.

The Provider agrees to release Service detainees only to Service officers or agents specified by the Service; the officer or agent must present proper credentials. Any questions, regarding any individual presenting himself as having such authority, should be addressed to the contact persons, identified later in this document, before releasing any detainee(s).

Service detainees may not be released from custody or placed in the custody of other jurisdictions for any reason except for medical or other emergent situations or in response to a Federal Writ of Habeas Corpus. If an Service detainee is sought for state or local court proceedings, only the Service Representative, or his designee, can authorize release of the detainee. The Service Representative shall be immediately advised regarding any such request.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory.
2. meet or exceed all applicable fire and/or life safety codes and will have and maintain appropriate smoke/fire detection equipment in the facility.
3. A minimum of three, nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds for (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals.
4. Appropriate 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 aliens at the following institution(s):

Wayne County Jail
570 Clinton Street
Detroit, MI 48226

ATTN: Peter R. Wilson
Director of Jails

INSPECTION

The Provider agrees to allow periodic inspections of the facility by Service jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards, discussed above, will be sufficient cause for suspension of this agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$83.00 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 the services provided each month, in arrears. The invoice is to be submitted to the following location:

U.S. Immigration & Naturalization Service
333 Mt. Elliott Street
Detroit, MI 48207

ATTN: [REDACTED] b6,b7c
Supervisory Deportation Officer

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 Provider of interest on overdue payments. Determination 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-25.

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

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, phone number and complete mailing list address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate, and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

PAYMENTS WILL BE ISSUED FROM:

IMMIGRATION AND NATURALIZATION SERVICE
FINANCE OFFICER (ROBUD/VOUCHERS)
BISHOP HENRY WHIPPLE FEDERAL-BUILDING, RM 400
1 FEDERAL DRIVE
FORT SNELLING, MINNESOTA 55111-4007

This agreement shall be in effect upon execution by both parties, and shall remain in effect for five years from the date of execution, unless terminated sooner in writing, by either party, as discussed below.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, either party may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the other party. 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 increase must be justified in writing to the local Service office prior to being approved. Adjustments will be evaluated on the justification provided and the reasonableness of the proposed price increase. Changes in rates or other terms and/or conditions of this agreement, shall be effected by the issuance of either an amendment to this agreement, or the execution of a new agreement.

MODIFICATIONS/DISPUTES

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be approved by the Service Representative and the Provider. Service approval will be shown through issuance of an amendment to this Intergovernmental Service Agreement or execution of a new agreement.

Disputes, questions or concerns pertaining to this agreement will be resolved between the Service and the Provider or authorized agent. Unresolved issues are to be directed to:

Regional Counsel
Immigration and Naturalization Service
Northern Regional Office
Whipple Federal Building
1 Federal Drive
Ft. Snelling, Minnesota 55111-4007

ORDERING OFFICE(S)

The following Service office(s) at the address(es) shown may place Intergovernmental Service Agreement Delivery Orders for detention related services in accordance with the this agreement:

U. S. Immigration & Naturalization Service
333 Mt. Elliott Street
Detroit, MI 48207

ATTN:

b6,b7c

Supervisory Deportation Officer

SIGNATURES & EXECUTION

IN WITNESS, the parties have caused this Agreement to be executed on the day written below.

U.S. DEPARTMENT OF JUSTICE
IMMIGRATION AND
NATURALIZATION SERVICE
333 MT. ELLIOTT STREET
DETROIT, MI 48207

WAYNE COUNTY JAIL
570 CLINTON STREET
DETROIT, MI 48226

Carol Jenifer
CAROL JENIFER
DISTRICT DIRECTOR

Peter R. Wilson
PETER R. WILSON
DIRECTOR OF JAILS

4-1-94
Date Signed

4/1/94
Date Signed

10/25/1999 MON 16:23 [TX/RX NO 5064] 012

Wayne County Jail
570 Clinton Street
Detroit, Michigan 48226

Modification No. 01
IGSA/DET-94-7001

This modification number 01 to Intergovernmental Service Agreement DET-94-7001 makes the following changes, effective 10/01/96:

- A. The Agreement number is hereby changed from DET-94-7001 to ACB-7-I-0075.
- 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. [REDACTED] b2Low

- C. The new Payment address on page 5 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
Roger E. Fregeau
Contracting Officer
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vt 05403-6813

Date: 1/27/97

Wayne County Jail
570 Clinton Street
Detroit, Michigan 48226

Modification No. 02
IGSA/ACB-7-I-0075

This modification number 02 to Intergovernmental Service Agreement ACB-7-I-0075 makes the following change:

Financial Provisions: first sentence is changed to read -

The per diem rate under this agreement is \$83.00 per manday, for up to 20 bedspaces for detainees, but the Government may only be billed for utilized bedspace.

For the INS:

Roger E. Fregeau

Roger E. Fregeau
Contracting Officer
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, VT 05403-6813

Date: 4/28/97

For the County:

Peter R. Wilson

Peter R. Wilson
Director
Wayne County Jail
570 Clinton Street
Detroit, MI 48226

Date: 4/28/97