

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND HOOD COUNTY, TEXAS**

PURPOSE

The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal, binding relationship between the United States Immigration and Naturalization Service (hereinafter referred to as the "Service") and the **COUNTY OF HOOD** (hereinafter referred to as the "Provider") for the detention and care of the persons (hereinafter referred to as "Service detainees") of all nationalities authorized to be detained by the Service in accordance with the Immigration and Nationality Act (INA) and related criminal statutes.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the segregated (to the extent possible), 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. Nothing in this agreement shall be construed to bind the Service contrary to its legal, policy, or court order responsibility.

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 medical services.

The Provider shall notify the designated contact person at the local Service office as soon as possible but within two (2) hours of all medical emergencies requiring removal of a Service 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.

All medical care other than emergent must be pre-approved by the Service in consultation with the United States Public Health Service (USPHS). The Service may not accept responsibility for any costs incurred that were not pre-approved other than emergent medical costs. 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. The USPHS 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.

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The Provider further agrees to include all costs associated with hospital or health care services provided outside the Facility, with the regular monthly billing to the Service for detention services. The Provider shall arrange for the hospital/healthcare facility to invoice the Provider for services provided at rates no greater than those applicable for other individuals in the custody of the Provider. A complete copy of the caring facility's invoice(s) for hospital/health care services shall be submitted with the detention billing to support the Service's payment of those costs to the Provider. The Service shall include payment for the hospital/health care services provided along with the monthly payment for detention services.

The Provider agrees to provide stationary guard services (at an hourly rate OR reimbursable at cost to Provider, if applicable) as requested or required for detainees committed to a medical facility. Such service will be performed by qualified law enforcement or correctional officer personnel employed by the Provider under their policies, procedures, and practices. The Provider agrees to augment such practices as may be requested by the Service to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates), and the name(s) and Alien#s of the detainee(s). Reimbursement for stationary guard services will be only for hours spent on post. No reimbursements are authorized for mileage, meals, or other miscellaneous expenses.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons presented 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 Provider agrees to release Service detainees only to Service officers presenting proper credentials. Any questions regarding any individual presenting herself/himself as having such authority should be addressed to the contact person(s) identified in this document prior to releasing any Service detainees.

Service detainees may not be released from physical custody of the Provider, for any reason except for medical or other emergent situations, or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for federal, state or local court proceedings, only the Service may authorize release of the detainee for such purposes. The Service Contact Person shall be immediately advised by the Provider regarding any such requests.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainee, either visual or auditory.
2. Segregated detention of detainees from the jail population, with criminal detainees segregated from other Service detainees to the extent possible.
3. Meet or exceed all applicable fire and/or life safety codes, and will have and maintain appropriate smoke/fire detection equipment in the facility.

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4. A minimum of three (3), nutritionally balanced meals in a 24-hour period for each detainee. No fewer than 2,400 calories total per 24 hours and, if detention exceed four (4) days, no fewer than 2,400 calories per day thereafter. There will be no more than 14 hours between meals.
5. Appropriate 24-hour emergency medical care, and emergency evacuation procedures.
6. When detained overnight, each Service detainee will be provided a mattress, and when appropriate, a blanket.
7. Provide recreational programs and activities that meet the requirements as set forth on Detained Alien Recreation Policy, Attachment No. 1.
8. **In the case of adult detention facilities, the Provider agrees to notify the Service Contact Person immediately (within 2 hours) in the event it is discovered that a Service detainee placed into the facility is a juvenile (under the age of 18 years).**

FACILITY LOCATION

The Provider shall provide detention services for Service detainees at the following institution which is operated by Hood County:

HOOD COUNTY LAW ENFORCEMENT CENTER
400 N. Gordon
Granbury, TX 76048

The provider shall notify the Service Contact Person immediately of any contracting out of the operation of these facilities which are operated by Hood County

INSPECTION

This Facility is governed by State standards. The Provider will provide copies of its standards to the Service with any subsequent modifications. 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 or termination of this agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$50.00 per manday. The rate covers one person per day. The government may not be billed for two days when a Service detainee 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.

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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
8101 N. Stemmons
Dallas, Texas 75247
Attn: DD&P Section

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-125.

Payment under this agreement will be due the thirtieth (30th) 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, telephone number and complete mailing address of the official submitting the invoice. In addition, it shall list each Service detainee with Alien#, 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.

The Debt Collection Improvement Act of 1996, included in Public Law 104-134, requires that Federal payments be made via electronic funds transfer (EFT), as determined by the payment office. The Provider is advised to fully complete a Standard Form 3881 and submit with its first invoice. The form can be provided by the Contracting Officer on request.

PAYMENTS WILL BE ISSUED FROM:

Immigration & Naturalization Service
Administrative Center/Finance Officer
7701 N. Stemmons Freeway
Dallas, TX 75247

This agreement is effective February 1, 1998 and shall be in effect for an indefinite period. Either party may terminate this agreement by providing written notice of termination. For the termination to be effective, the other party must receive actual written notice of the intent to terminate at least 30 days prior to the proposed termination date.

Should conditions of an unusual nature occur, making it impractical or undesirable to continue to house Service detainees, the Provider may suspend or restrict the use of their facility. In order for the suspension or restriction to be effective, the Service must receive actual written notice of the intent to suspend or restrict at least 14 days prior to the proposed date.

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The only exception to this notice requirement is when an emergency situation requires the immediate relocation of Service detainees.

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. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months. 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.

DISPUTES

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 the Contracting Officer listed below:

Name: Arthur S. Cooper, III

Phone: [REDACTED] b2Low

INDEMNIFICATION

The Provider, which is self-insured, shall save and hold harmless and indemnify the Service against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connections with, or in any way incident to or arising out of occupancy, use, service, operations, or performance of work under the terms of this agreement, resulting from the negligent acts or omissions of the Provider, or any agent of the Provider. In so agreeing, the Provider does not waive any defenses, immunities or limits of liability available to it under state or Federal law.

ORDERING OFFICE

The following Service office at the address shown may place orders for detention related services in accordance with this Intergovernmental Service Agreement.

U.S. Immigration & Naturalization Service
Dallas District
8101 N. Stemmons Freeway
Dallas, Texas 75247

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CONTACT PERSONS

The Provider is advised to contact the following representative(s) at the local Service office(s) for any matters related to this agreement:

Primary POC for Operational Matters

NAME: [REDACTED] b6,b7c
TITLE: Supervisory Deportation Officer
PHONE: [REDACTED] b2Low
PAGER: [REDACTED]
FAX: 214 905-5592

The Service may contact the following representative(s) of the Provider for assistance in matters related to this agreement:

Primary POC for Operational Matters

NAME: [REDACTED] b6,b7c
TITLE: Chief Jailer
PHONE: [REDACTED] b6