

STEWART COUNTY, GA

DROIGSA-06-0003

INTER-GOVERNMENTAL SERVICE AGREEMENT

STEWART COUNTY, GEORGIA

This Inter-Governmental Service Agreement (IGSA) is for Detention Services to be provided to United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", for the detention and care of aliens (hereafter referred to as "DETAINEES").

FACILITY LOCATION:

The PROVIDER shall provide detention services for detainees at the following institution:

Stewart Detention Center
79 Holder Road
Lumpkin, GA 31815
(229) 838-5000

POC: Stonie Patterson, Chairman
Stewart County Board of Commissioners

PERFORMANCE:

The PROVIDER is required to house ICE detainees, to perform in accordance with the most current editions of ICE Detention Requirements, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

The PROVIDER shall maintain continual compliance with ACA accreditation standards during performance of this agreement.

The PROVIDER shall be responsible for all costs associated with obtaining and maintaining full accreditation by ACA.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written intentions to terminate the agreement, 120 days in advance of the effective date of formal termination.

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PAYMENT RATE

Per Diem Rate: \$54.25

In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**. The rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The **PROVIDER** shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

This agreement in no way obligates Immigration and Customs Enforcement to any minimum population guarantee.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICES:

1. The **PROVIDER** shall provide all ground transportation services as may be required to transport detainees securely, in a timely manner, to off-site medical providers and to other locations as directed by the Contracting Officer's Technical Representative (COTR) or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates and shall only apply to off-site medical transportation. When officers are not providing transportation services the **PROVIDER** shall assign the employees to supplement security duties within the facility or on-call duties.

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to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.

2. The PROVIDER personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those PROVIDER personnel are provided for in the other areas of this agreement.
3. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
4. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
5. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
6. The PROVIDER shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.
7. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the PROVIDER shall be reimbursed related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable U.S. Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The PROVIDER shall comply with ICE transportation standards related to the number of hours the PROVIDER employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

MEDICAL SERVICES:

The U.S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE at the facility. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week. The

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PROVIDER shall provide security with a minimum staff of one (1) at all times. When patients are housed in the infirmary, security shall be posted to the unit twenty-four (24) hours per day, seven (7) days per week. The PROVIDER shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line.

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency or emergency ambulance transportation service to transport detainees to off-site medical care or from one off-site medical care facility to another. ICE agrees to provide reimbursement for mileage, over and above the per diem rate, to the PROVIDER for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The PROVIDER shall provide the detainees instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees who are unable to read. The detainee shall similarly be provided instructions and assistance on a routine basis on personal hygiene, dental hygiene, grooming and health care.

The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and PROVIDER shall immediately notify USPHS staff. Behavior problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the PROVIDER.

Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate followup. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

The USPHS shall provide to the PROVIDER and maintain first aid kits at the facility. First aid kits shall be available at all times and shall be located throughout the facility, as necessary to allow quick access. The PROVIDER shall not be responsible for on-site or off-site detainee medical services or costs.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees 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 express authorization of ICE.

INSPECTION:

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The PROVIDER agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

The per diem rate shall be \$54.25 and may not be adjusted prior to September 30, 2007. Thereafter, the per diem shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Local Government shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request by Immigration and Customs Enforcement. The rate may be renegotiated not more than once per year.

Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or other cost and pricing principles mutually agreed to by the parties.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE 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 Government official to ICE.

BILLING PROCEDURE:

- (A) Invoices -- Monthly invoices shall be submitted to the COTR within 10 business days after the month of performance invoiced. Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.
- (B) Invoices Submission
- U.S. Immigration and Customs Enforcement
TBD
- (B) Payment - Payments will be made to the PROVIDER after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

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IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Stewart County, Georgia and U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Stewart County, GA

<Name>
Contracting Officer

By: Ronald L. Base

By: John Pottman

JUN 30 2006

Date: _____

Date: 27 Jun 06