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U.S.I.N.C.
TWIN FALLS, IDAHO

Agreement No: IGSA / HEL 144

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND THE TWIN FALLS COUNTY DETENTION CENTER, TWIN FALLS, IDAHO**

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 TWIN FALLS COUNTY DETENTION CENTER, TWIN FALLS, IDAHO (hereafter referred to as the "Provider") for the detention and care of persons charged with violations of the Immigration and Nationality Act (INA), as amended 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.

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 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 a 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 four (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):

TWIN FALLS COUNTY DETENTION CENTER
BOX 146, 425 SHOSHONE STREET, NORTH
TWIN FALLS, IDAHO 83303-0146
ATTN: WAYNE TOUSLEY
SHERIFF

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 [REDACTED] 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. Department Of Justice
Immigration And Naturalization Service
900 North Montana Avenue
Helena, Montana 59601
ATTN: [REDACTED]
District Director

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 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

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

U.S. Immigration And Naturalization Service
900 North Montana Avenue,
Helena, Montana 59601
ATTN: [REDACTED]
District Director

CONTACT PERSON(S)

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

Name: [REDACTED]
Title: Deportation Officer
Phone: (406) 449-[REDACTED]

Name: [REDACTED]
Title: District Director
Phone: (406) 449-[REDACTED]

The Service may contact the following representative of the Provider for assistance in matters related to this Agreement:

Name: [REDACTED]
Title: LIEUTENANT
Phone: (208) 734-[REDACTED]

THIS AGREEMENT is subject to the availability of congressionally appropriated funds to the Service.

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

TWIN FALLS COUNTY
DETENTION CENTER
BOX 146, SHOSHONE ST. NORTH
TWIN FALLS, IDAHO 83303-0146


DISTRICT DIRECTOR

WAYNE TOUSLEY
SHERIFF
Name of Person Authorized to
Sign on Behalf of the Provider


Signature

09/28/93
Date Signed


Signature

10-06-93
Date Signed

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PA 1
2. AMENDMENT/MODIFICATION NO. ONE (1)	3. EFFECTIVE DATE 10/01/98	4. REQUISITION/PURCHASE REQ. NO. ORIGINAL IGSA HEL 94-144	5. PROJECT NO. (if applicable)	
6. ISSUED BY District Director U.S. Immigration and Naturalization Service 2800 Skyway Drive Helena, Montana 59602 - 1230		7. ADMINISTERED BY (if other than Item 6) Same as block number 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Twin Falls County Jail P.O. Box 146 Twin Falls, ID 83303-0146 ATTN: Wayne E. Tousley, Sheriff			(y)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/OR NO. IGSA / HEL - 99-7104
				10B. DATED (SEE ITEM 13) 08/04/99
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(y)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying off appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). CHANGE OF CONTRACT NO.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Extension of Contractual Daily Detention.

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

"The expiration date of this Agreement is hereby extended indefinitely until either party terminates it by written notice to the other in accordance with the procedures outlined in the Agreement, or until superseded by a new Agreement of the parties. This modification is confirmed as being in effect retroactive to the previous expiration of the Agreement by mutual agreement and actions of the parties thereto."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Administrative Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. NUMBER OF SIGNATURES (CA)	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [Signature]	08/04/98