Intergovernmental Service Agreement

between

Evangeline Parish Sheriff's Department
Courthouse Building
Court Street
Ville Platte, Louisiana 70586

And

U.S. Department of Justice
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813

Agreement Number: ACB-7-I-0074
INTERGOVERNMENTAL SERVICE AGREEMENT

PURPOSE

The purpose of this Intergovernmental Service Agreement is to establish a formal binding relationship between the United States, Immigration and Naturalization Service (hereafter referred to as the “Service” and the Evangeline Parish Sheriff Department, Basile Detention Center (hereafter referred to as the “Provider”) for the long term detention and care of Mariel Cuban aliens and aliens of other nationalities (hereafter referred to as “Detainees”).

SUPPORT MEDICAL SERVICES AND GUARD SERVICES

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

The Provider agrees to provide INS detainees with the same level of medical care and services as provided non-INS prisoners as part of the per manday per diem rate. This rate includes:
- On-site sick call (when provided by on-site staff);
- Medications (over the counter/non-legend and routine drugs and medical supplies);
- Emergency ambulance service to off-site health care services; and
- Escort/security guard services for transport to/from emergency or non-emergency health care services as either an in-patient or out-patient.

The Provider agrees to provide stationary guard services as requested or required for detainees committed to a medical facility for inpatient medical care. Such services will be performed by qualified law enforcement or correctional officer personnel employed by 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 of the detainee(s) that was guarded. The Service agrees to reimburse the Provider for actual stationary guard services provided at the rate of $10.00 per hour.

When specifically requested by the Service, the Provider agrees to arrange for and/or provide extra on-site guard service for diagnosed psychiatric detainees. The Service agrees to provide reimbursement, over and above the per manday per diem rate to the Provider for such services when the costs are included with the regular monthly billing for detention service. The Service agrees to reimburse the Provider for actual guard services provided at the rate of $240.00 per day per detainee.
When specifically requested by the Service, the Provider agrees to arrange for and/or provide non-emergency transportation service to transport detainees from one off-site facility to another. The Service agrees to provide reasonable reimbursement, over and above the per manday per diem rate, to the Provider for such transportation services when the costs are included with the regular monthly billing for detention services.

The Provider further agrees to include all costs associated with hospital or health care services specifically provided to any detainees both inside and outside the facility, with the regular monthly billing to the Service for detention services. In this case, the Provider arranges for the health care facility, consultant health care provider, and other health care vendor/suppliers to invoice the Provider for services provided at rates no greater than those applicable for non-INS detainees in the custody of the Provider. The Service shall include payment for the hospital/health care services provided along with the monthly payment for detention services. The Provider shall submit invoices for hospital and health care services to the Service within sixty (60) days after the services were rendered. In addition, the following documentation must be provided in order to support INS payment of these costs:

1) Health Care Facility invoice with discharge summary attached which includes diagnosis, treatment, prognosis and follow-up needed;
2) Health Care Provider invoice with note attached which includes diagnosis, treatment and follow-up needed;
3) Health Care Vendors/Suppliers invoice with name of INS detainee(s) and list of services/supplies rendered.

The Provider shall also notify the designated contact person at the local Service office, when any reimbursable medical care is provided to a detainee inside the Provider’s facility or at a medical care facility outside of the Provider’s facility, in accordance with procedures to be established and mutually agreed upon.

As requested or required by the Service the Provider shall furnish necessary articles of clothing (1 pair jeans, 1 shirt, 1 set underwear, 1 pair socks, 1 pair shoes, and if required by weather, 1 coat or jacket) to detainees prior to their release to a half-way house or to family. The Service agrees to reimburse the Provider for all actual costs for providing such clothing. The charges for clothing costs shall be included with the regular monthly billing to the Service for detention services. A copy of the receipts for such clothing paid by the Provider shall be submitted with the detention billing to support the reimbursement.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision.
2. Full compliance with applicable fire and/or life safety codes, and has appropriate smoke/fire detection equipment installed 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 2,400 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 institutions(s): [Name & Address of Each Institution]

- Basile Detention Center
  - 3843 Stagg Avenue
  - Basile, Louisiana 70515
  - (318) 432-5493

INSPECTION

The Provider agrees to allow periodic inspections of the facility by INS jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is $46.80 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 services provided each month, in arrears. The invoice is to be submitted to the following location:

- Immigration & Naturalization Service
  - P. O. Box 5095
  - Oakdale, Louisiana 71463
Payments under this agreement shall be effected within thirty calendar days after receipt of a correct and proper invoice, by the following office:

U.S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, VT 05403-6813
Attn: Finance
Phone: (802) 660-1127

Payments effected under the terms of this agreement are to be submitted to the following address:

Evangeline Parish Sheriff's Department
Courthouse Building
Court Street
Ville Platte, Louisiana 70586

This agreement shall be in effect upon execution by both parties, and shall remain in effect indefinitely, unless terminated sooner in writing, by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, the Provider may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the Service. 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 a 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. 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.

ORDERING OFFICE(S)

The following Service office(s) at the address(s) shown may place orders for detention-related services in accordance with the text above:

Immigration and Naturalization Service
P.O. Box 5095
Oakdale, Louisiana 71463
CONTACT PERSONS

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/Jail Inspector  
Phone #: [Redacted]

Name: [Redacted]  
Title: Chief Detention Enforcement Officer  
Phone #: [Redacted]

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

Name: Wayne Morein  
Title: Sheriff  
Phone #: [Redacted]

CONCURRENCE/FUNDING DATA:

1251/2501/2514/2525 Approved: T.M. Bernard  
ARC-RODDP
APPROVED ROBDU:

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SIGNATURES & EXECUTION

U.S. Department of Justice  
IMMIGRATION AND NATURALIZATION SERVICE

Roger Fregnan  
Contracting Officer

Wayne Morein, Sheriff of Evangeline Parish  
Name of Person Authorized to Sign on Behalf of the Provider

Signature  
9-4-96

Date Signed  
11/16/97

Signature  
Date Signed