

INTER-GOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL

AND

CITY OF SANTA ANA

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and the City of Santa Ana, hereinafter referred to as the "PROVIDER" 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(s):

Santa Ana City Jail
62 Civic Center Plaza
Santa Ana, CA 92703

PERFORMANCE:

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of the Reviewers Guide which contains Standards of Performance, 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 (NCCCHC). 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.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER 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.

PAYMENT RATE:

Per Diem Rate: \$82.00

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**. This 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.

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.

MEDICAL SERVICES:

In the event of an emergency, the **PROVIDER** shall proceed immediately with necessary medical treatment. In such event, the **PROVIDER** shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

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 ICE detainees with the same level of medical care and services as provided non-ICE detainees as part of the per manday per diem rate. This rate includes:

- On-site sick call (when provided by on site staff);
- Medication (over the counter/non-legend and routine drugs and medical supplies);
- Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or outpatient.

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per manday 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 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 regular monthly billing to ICE for detention services. 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-ICE detainees in the custody of the PROVIDER. ICE shall include payment for 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 ICE within sixty (60) days after the services were rendered. In addition, the following documentation must be provided in order to support ICE payments 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 included diagnosis, treatment, and follow-up needed;
- 3) Health Care Vendors/Supplies invoice with name of ICE detainee(s) and list of services/supplies rendered.

The PROVIDER shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

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:

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.

BILLING PROCEDURE:

(A) Invoices - 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
Skyline Center - Bldg. C
N. Stemmons Freeway
Dallas, TX 75247
(214) 905-8344

(C) 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.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the [Service Provider name] and U.S. Immigration and Customs Enforcement.

ACCEPTED:**ACCEPTED:**

U.S. Immigration and Customs Enforcement

City of Santa Ana

XXXXXXXXXXXXXXXXX
Contracting Officer

[Name]
[Title]

By: *[Signature]*

By: *[Signature]*

Date: 7/3/06

Date: 10-30-06