



U.S. Department of Homeland Security

ACD-4-H-1002

*Administrative Center, Dallas
7701 N. Stemmons Freeway
Dallas, Texas 75247*

APR 18 2004

Christian County Sheriff's Department
110 West Elm Street
Room 70
Ozark, MO 65721

Dear Sheriff Bullock:

Enclosed is a copy of the executed jail agreement ACD-4-H-1002 between your facility and the United States Immigration and Customs Enforcement, a division of the U.S. Department of Homeland Security. Included is a preauthorization request form, which must be filed with the appropriate officer of the United States Public Health Service for non-emergency medical needs of an ICE detainee.

Should you have any questions, please feel free to contact Anthony Webb, of my staff, at 214 905-5392 extension 3.

Sincerely,

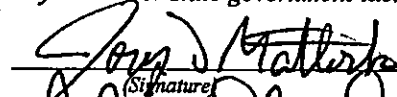
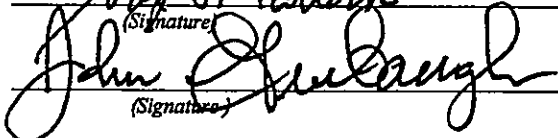
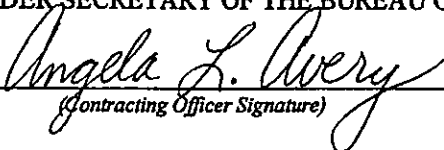
A handwritten signature in cursive script that reads "Angela L. Avery".

Angela L. Avery
Supervisory Procurement Specialist

Enclosures

**United States Department of Homeland Security
Bureau of Immigration and Customs Enforcement**

Intergovernmental Service Agreement for Housing Federal Detainees

ACD-4-H-1002		3. Requisition Number (If applicable) COR-04-DR013
4. Issuing DHS Office Address: Department of Homeland Security Immigration and Customs Enforcement 7701 N. Stemmons Freeway Dallas, TX 75247 Contact Person: Angela L. Avery , Supervisory Procurement Specialist Phone: (214) 905-5392	5. City/County/State Government: Christian County Sheriff Department 110 West Elm Street Room 70 Ozark, MO 65721 Contact Person: Kirk Hammer , Jail Administrator Phone: (417) 581-2332	
1. Services Covered by this Agreement: Housing, security, subsistence, clothing and medical care of persons detained by the Bureau of Immigration and Customs Enforcement in accordance with the terms and conditions set forth herein.	7. Detainee Day Rate: \$62.43	8. Estimated detainee days per year
9. Type of Detainee:	U Adult Male	U Adult Female
10. City/County or State Government Certification: <i>To the best of my (our) knowledge and belief, data submitted in support of this agreement is true and correct; this agreement has been duly authorized by the governing body of the city/county or state government identified in block 5 above. The city/county or state government identified shall comply with all provisions set forth herein.</i>		
 <i>(Signature)</i>	<u>3-15-04</u> <i>(Date)</i>	<u>Joey Matlock, Sheriff</u> <i>(Name & Title typed or printed)</i>
 <i>(Signature)</i>	<u>3-15-04</u> <i>(Date)</i>	<u>John Grubaugh Presiding Commissioner</u> <i>(Name & Title typed or printed)</i>
_____ <i>(Signature)</i>	_____ <i>(Date)</i>	_____ <i>(Name & Title typed or printed)</i>
_____ <i>(Signature)</i>	_____ <i>(Date)</i>	_____ <i>(Name & Title typed or printed)</i>
<i>(For additional signatures, please attach another page.)</i>		
11. This agreement is hereby approved and accepted for THE UNITED STATES OF AMERICA, by direction of the UNDER SECRETARY OF THE BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT.		
 <i>(Contracting Officer Signature)</i>	<u>4/15/04</u> <i>(Date)</i>	<u>Angela L. Avery</u> <i>(Name typed or printed)</i>

Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.

ACD-4-H-1002

Article I. Purpose

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an agreement between the United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security, and Christian County Detention Center, Ozark, Missouri, a state or local government agency (*Service Provider*) for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

The United States Marshals Service (hereinafter referred to as the "Marshals") are also authorized to use this Agreement in the detention of persons charged with, or convicted of, federal law or held as material witnesses (federal prisoners). The terms of this Agreement shall apply to the detention and care of persons authorized to be detained by the Marshals.

B. Responsibilities. This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the prescribed rate.

C. Guidance. The Parties will determine the detainee day rate in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments and the INS Cost Statement (Attachment A).

Article II. General

A. Funding. The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. The ICE will, however, neither present detainees to the Service Provider nor direct performance of any other services until the ICE has the appropriate funding.

B. Subcontractors. The Service Provider shall notify and obtain approval from the ICE if it intends to house ICE detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one, is operated by an entity other than the Service Provider, ICE shall treat that entity as a subcontractor to the Service Provider. The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts in existence during any part of the term of this Agreement. The ICE will not either accept invoices from, or make payments to, a subcontractor.

Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.

ACD-4-H-1002

C. Consistent with law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

Article III. Covered Services

A. Bed space. The Service Provider shall provide adult male and female beds on a space available basis. The Service Provider shall house all detainees as determined within the classification system. The ICE will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article.

B. Basic needs. The Service Provider shall provide adult ICE detainees (gender as specified in Paragraph A. of this Article) with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the ICE immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released at 0700 on Monday, the Service Provider may bill for 1 detainee day. If a detainee is brought in at 0100, Sunday and is released at 2359 Monday, the Service Provider may bill for only 1 detainee day. The ICE shall be responsible to pay for only those beds actually occupied.

D. Interpretive services. The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. The ICE will reimburse the Service Provider for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify ICE within 24 hours.

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.**

ACD-4-H-1002

Article IV. Receiving and Discharging Detainees

A. Required activity. The Service Provider shall receive and discharge detainees only from and to either properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from ICE. Presentation of U.S. Government identification shall constitute proper identification. The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. ICE shall furnish the Service Provider with reasonable notice of receiving or discharging detainee(s). The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

B. Restricted release of detainees. The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergent situations, or in response to a federal writ of *habeas corpus*. If an ICE detainee is sought for federal, state or local court proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact ICE immediately regarding any such requests.

C. Service Provider right of refusal. The Service Provider retains final and absolute right either to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health provider. In the case of a detainee already in custody, the Service Provider shall notify the ICE and request such removals, and shall allow the ICE reasonable time to make alternative arrangements for the detainee.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify ICE within two hours of such evacuation.

Article V. Minimum Service Standards

The Service Provider shall:

A. house ICE detainees in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.**

ACD-4-H-1002

- B. provide guard personnel to ensure that there is a 24 hour visual supervision of detainees when housed in a dormitory type setting. The Service Provider shall visually and physically check detainees in individual cells at least hourly.
- C. segregate detainees in custody by gender and by risk of violence to other detainees.
- D. provide a mattress, two sheets, blanket, pillowcase, and pillow to each detainee held overnight.
- E. provide a minimum of three nutritionally balanced meals in each 24 hour period for each detainee. These meals shall provide a total of at least 2,400 calories per 24 hours. There will be no more than 14 hours or fewer than 4 hours between meals. The Service Provider will provide a minimum of two hot meals in this 24-hour period.
- F. provide medical services as described in Article VI below.
- G. provide a mechanism for confidential communication between ICE detainees and ICE officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual detainee.
- H. afford ICE detainees, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, foreign consular personnel, family members and representatives of *pro bono* organizations.
- I. permit ICE detainees reasonable access to presentations by legal rights groups and groups recognized by ICE consistent with good security and order.
- J. afford each ICE detainee with reasonable access to legal materials for his or her case. The ICE will provide the required materials. The Service Provider will provide space to accommodate legal materials at no additional cost to ICE. (Note: The ICE may waive this requirement where the average length of detention is 72 hours less.)
- K. afford ICE detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.
- L. provide ICE detainees with access to recreational programs and activities as described in the ICE Recreation Standards to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.

ACD-4-H-1002

Article VI. Medical Services

A. Auspices of Health Authority. The Service Provider shall provide ICE detainees with onsite health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on site.

B. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a healthcare professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Service (DIHS). Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight hours per day, seven days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On-site healthcare. The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

E. Arrival screening. Arrival screening shall include at a minimum, TB symptom screening, planting of the Tuberculin Skin Test (PPD), recording the history of past and present illnesses (mental and physical).

**Department of Homeland Security
United States Immigration and Customs Enforcement
*Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.***

ACD-4-H-1002

F. Unacceptable medical conditions. If the Service Provider determines that a ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify ICE. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

G. Pre-approval for non-emergent off site care. The DIHS acts though the agent the final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS (See Attachment D). For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. The ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

ICE Health Services
1220 L Street, NW
PMB 468
Washington, D.C. 20005-4018
Telephone: (703) 541 2155
Fax: (202) 318 0080

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

BCE Emergis
DIHS Claims
P.O. Box 10250
Gaithersburg, MD, 20898-0250
Telephone (888) 383-3922
Fax: (888) 383-3957

**Department of Homeland Security
United States Immigration and Customs Enforcement
*Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.***

ACD-4-H-1002

H. Emergency medical care. The Service Provider shall furnish 24-hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than 72 hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

I. Off site guards. The Service Provider shall, without any additional charge to ICE, provide guards during the initial eight hours detainees are admitted to an outside medical facility. If negotiated with ICE, the Service Provider shall provide guards beyond the initial eight-hour period, at the regular hourly rate of those guards. Absent such an arrangement, ICE will be responsible for providing the guards at the end of the initial eight-hour period. The Service Provider shall not, however, remove its guards until ICE personnel relieve them. The Service Provider shall submit a separate invoice for guard services beyond the initial eight hours with its regular monthly billing.

J. DIHS visits. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

Article VII. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, persons detained for ICE shall not be required to perform manual labor.

Article VIII. Period of Performance

This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees, or the Parties agree to a shorter period under the procedures prescribed in Article X.

Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.

ACD-4-H-1002

Article IX. Inspection and Access to Records

A. Jail Agreement Inspection Report. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the ICE. No notice to the Service Provider is required prior to an inspection. The ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report a copy of which is included as Attachment E to this Agreement. The Jail Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The ICE will share findings of the inspection with the Service Provider's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible termination. If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VIII and X.

C. Share findings. The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

D. Access to Detainee Records. The Service Provider shall, upon request, grant ICE access to any record in its possession (regardless of whether the Service Provider created the record) concerning any alien whom it has detained pursuant to this Agreement. This right of access shall include, but not be limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the alien's behavior while in Service custody. Furthermore, the Service Provider shall retain all records where this right of access applies. The retention period will be at least two years from the date of the detainee's discharge from the Service Provider's custody.

Article X. Modifications and Disputes

A. Modifications. Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other. A modification will become part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.**

ACD-4-H-1002

B. Disputes. The ICE Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider.

Article XI. Adjusting the Detainee Day Rate

The ICE shall reimburse the Service Provider at the detainee day rate shown on the cover page of this document. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base the rate and adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

Article XII. Enrollment, Invoicing, and Payment

A. Enrollment in electronic funds transfer. The Service Provider shall provide the ICE office with the information needed to make payment by electronic funds transfer (EFT). As of January 1, 1999, ICE will make all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated ClearingHouse (ACH) Vendor/Miscellaneous Payment Enrollment Form, (Attachment C). The Service Provider shall submit a completed SF 3881 to the ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

B. Invoicing. The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each INS detainee, his or her A-number, and his or her specific dates of detention; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten working days of the month following the calendar month when it provided the services, to:

United States Immigration and Customs Enforcement
9747 NW Conant
Kansas City, Missouri 64153
ATTN: Deportation Unit
Phone: (816) 891 0676
Fax: (816) 891 7398

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.**

ACD-4-H-1002

For detainees of the United States Marshals Service, the Provider shall prepare and submit an itemized invoice for the services provided to the Marshals each month, in

arrears. The invoice is to be submitted to the following location:

The U.S. Marshal's Service
U.S. Courthouse
400 E. 9th, Suite 3740
Kansas City, Missouri 64106

PAYMENTS OF THE SERVICE WILL BE ISSUED FROM:

United States Immigration and Customs Enforcement
Finance Officer (ACDFIN/VOUCHERS)
P.O. Box 560947
Dallas, Texas 75356-0947

PAYMENTS OF MARSHAL'S INVOICES WILL BE ISSUED FROM:

U.S. Marshal's Service
U.S. Courthouse
400 E. 9th, Suite 3740
Kansas City, Missouri 64106

C. Payment. The ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Act requires ICE to make payments under this Agreement the 30th calendar day after the Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Act requires ICE to pay interest on overdue payments to the Service Provider. The ICE will determine any interest due in accordance with the Act.

Article XIII. Government Furnished Property

A. Federal Property Furnished to the Service Provider. The ICE may furnish federal property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.

B. Service Provider Responsibility. The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of such property immediately to ICE.

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.**

ACD-4-H-1002

Article XIV. Hold Harmless and Indemnification Provisions

A. Service Provider held harmless. The ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider

against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

B. Federal Government held harmless. The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law 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 connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

C. Defense of suit. In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

D. ICE recovery right. The Service Provider shall do nothing to prejudice ICE' right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at the ICE' expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of INS in obtaining recovery.

Article XV. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.**

ACD-4-H-1002

shall be retained by the Service Provider for at least three years for purposes of federal examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three year period, whichever is later.

B. Access to records. The ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-recipients. Which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

C. Delinquent debt collection. The ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. The ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVI. Transportation

THE FOLLOWING SECTION APPLIES TO INS DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for Service detainees between the Provider's facility in Ozark, Missouri, apprehension points, the ICE Quick Response Team (QRT) Office in Springfield, Missouri and other delivery points as determined necessary by the ICE. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of the ICE and booking new inmates from the custody of the Service into the facility. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Missouri standards for prisoner transport. Two uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each vehicle on each trip. These officers must be appropriately licensed and certified for those duties pursuant to the State of Missouri and U.S. Department of Transportation regulations.

Reimbursement for transportation services, other than for such services between the Providers facility in Ozark, Missouri and the ICE QRT Office in Springfield, Missouri, which are considered to be part of the manday rate, shall be paid at the rate of twelve

**Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.**

ACD-4-H-1002

dollars and ninety-six cents (\$12.96) per hour for each transporting officer and a round trip mileage equaling the General Services Administration approved mileage rate (currently 37.5 cents per mile, but subject to change on occasion). *Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...)*. Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. *A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.*

Bag Lunches. The Service Provider agrees to provide ICE detainees with bag lunches for use when detainees are transported during a meal period. Reimbursement for meals will be at the rate of (\$2.00) two dollars per meal. The meal will include, at the minimum, a sandwich, fruit, potato chips and beverage. **Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention.**

Off-site Guard Services: The Service Provider agrees to provide additional offsite guard services for Bureau detainees for the ICE Quick Response Team (QRT) Office in Springfield, Missouri. The purpose of such services shall be for guarding detainees off-site to assist ICE with operations as necessary. Uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned as guards for these purposes. These officers must be appropriately licensed and certified for those duties pursuant to State of Missouri regulations. Reimbursement for off-site guard services shall be paid at the rate of twelve dollars and ninety-six cents (\$12.96) per hour for each guard.

Service Provider shall maintain a guard services log documenting all guard services (date, origin, destination, time, mileage, etc...). Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. *A copy of the guard services log shall be attached to all invoices that contain charges for guard services.*

End of document

Attachments:

- A. INS Cost Statement Form
- B. DIHS Pre-authorization Form
- C. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form

(Note: ICE Detention Standards can be found on <http://onlineplus.ins/graphics/lawsregs/guidance.htm>)

ACD-4-H-1002

U.S. Department of Justice
Immigration & Naturalization Service

Jail Services Cost Statement

Summary Statement

Instructions: The City/County/State Government must submit this completed form to the appropriate INS contracting officer prior to the negotiation of an Intergovernmental Service Agreement (IGSA) for jail services. The INS may request additional supporting data. OMB Circular No. A-87 as amended 8/29/97, sets forth the principles and standards for determining allowable costs for Federal agreements with state and local governments. If additional guidance is required, please contact the cognizant INS contracting officer.

Name of Jail Christian County Sheriff Department
Phone Number 417-582-1976
Physical Location of Jail Facility CCSD

	Male	Female	Juvenile	Total
Average Daily Population	35	4	0	39
Capacity of the Jail	80	16	7	103

110 W. Elm St. Rm 70 Ozark Mo. 65721

SUMMARY OF JAIL ANNUAL OPERATING COSTS:

1. Personnel Costs (Schedule A).....	\$971,762.91
2. Contracted Service Costs (Schedule B).....	\$171,552.00
3. Direct Costs (Schedule C).....	\$464,986.00
4. Indirect Costs (Schedule D).....	\$
5. Income/credits.....	\$192,000.00
6. Total Estimated Operating Cost For This Fiscal Year (add lines 1, 2, 3, 4 and 5).....	\$1,800,300.91
PROPOSED DETAINEE DAY RATE (line 6 divided by 365, divided by the total average daily jail population)	\$ 62.43

Certification Statement

This is to certify that I have reviewed the data and to the best of my knowledge and belief:

- (1) All costs included in this cost statement are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments." All unallowable costs have been excluded.
- (2) All costs included in this cost statement are properly allocable to the Federal jail agreement. Costs treated as indirect costs have not been claimed as direct costs. Like types of costs have been accounted for consistently.
- (3) The City/County/State records supporting this cost statement are available for review and audit by an authorized representative of the Federal Government.

Signature of authorized signatory Joey Matlock

Typed Name of Official: Joey Matlock

Title: Sheriff Date: 10-20-03

Name(s) and Phone nos. of Person(s) authorized to negotiate rates on behalf of the city, county, or state:

Joey Matlock, Kirk Hammer (417) 581-2332

ACD-4-H-1002

U.S. Department of Justice
Immigration & Naturalization Service

Schedule A: Personnel Costs

Instructions: List the positions directly involved in jail operations which benefit federal detainees.

Full Time Positions	(A) Annual Cost	(B) Number of Positions	(C) Total Salary Cost (A) x (B) = (C)
Part Time Positions	SEE ATTACHED	30 JAILERS 4 COOKS	\$735,714 ⁰⁰

Provide information on benefits for the positions listed above unless benefits are claimed under indirect costs.

1. FICA/^{MEDICARE} Benefits 7.65 % x \$ 735,714 (Total Salary Cost) = \$ 56,282.13

2. Retirement Program(s)

	Number of Employees Participating	Total Salary Base	Employer Contribution	Annual Cost
a.	Full-time:	\$	9.5 6.5 %	\$ 61,520.85
b.	Part-time:	\$	%	\$

3. Insurance Program(s)

a.	Full-time:	\$	%	\$ 79,900.00
b.	Part-time:	\$	%	\$

4. Other Employer Contribution Plans (unemployment compensation, worker's compensation)

a.	^{UNEMPLOYMENT} Full-time:	\$	%	\$ 4,309.50
b.	Part-time:	\$	%	\$
a.	^{WORKCOMP} Full-time:	\$	%	\$ 27,736.43
b.	Part-time:	\$	%	\$
a.	Full-time:	\$	%	\$
b.	Part-time:	\$	%	\$

5. Other (Uniform allowance etc.)
30 PEOPLE x 70 x 3. = 6300 \$ 6300.00

Total Personnel Costs \$ 971,762.91

ACD-4-H-1002

U.S. Department of Justice
Immigration & Naturalization Service

Schedule B: Contracted Service Costs

Instructions: List only those services directly involved in jail operations not part of indirect costs that benefit federal inmates.

Type of Service	Description of Service	Annual Cost	% Allocable to Federal Inmates	Cost to IGSA (annual cost x % allocable)
1. Medical:		\$ 171,522		\$
2. Dental:		\$		\$
3. Mental Health:		\$		\$
4. Translators:		\$		\$
5. Other: (e.g. legal, custodial, maintenance etc.)		\$		\$
Total Contracted Services				\$ 171,522 —

5

ACD-4-H-1002

U.S. Department of Justice
Immigration & Naturalization Service

Page 4 of 6

Schedule C: Direct Jail Operating Costs

Instructions: List the jail operating costs that directly benefit federal inmates and that the city/county/state treats as direct costs. Costs associated with local court and law enforcement activities are not allowable costs for the purpose of determining IGSA costs.

Cost Category	Description	Annual Cost
Bedding & Linen		\$ 500 -
Clothing (Inmate)		\$ 1,000 -
Depreciation (see page 6)		\$ 227,179 -
Education		\$ 1,000 -
Equipment under \$5,000		\$ 2,910 -
Food & Food Preparation Supplies		\$ 48,926 -
Laundry		\$ 940 -
Library		\$ 4,690 -
Maintenance Supplies		\$ 11,000 -
Medical Care Supplies		\$ 30,100 -
Office Supplies & Postage		\$ 3,710 -
Recreation		\$ 150 -
Safety		\$ 1,000 -
Sanitation		\$ 500 -
Telephone & Communications		\$ 4,749 -
Toiletries		\$ 2,541 -
Utilities		\$ 65,294 -
Transport costs		\$ 25,560 -
Other		\$ 33,137 -
Total Direct Costs		\$ 464,986 -

ACD-4-H-1002

U.S. Department of Justice
Immigration & Naturalization Service

Schedule D: Indirect Jail Operating Costs/ Cost Allocation Plan

An indirect cost-- any cost not directly identified with a single, final cost objective, and is not a direct cost.

1. List your cognizant Federal Agency and Point of Contact.

Agency:
Name of contact:
Phone:

2. Does the City/County/State claim central service costs?

If so, attach a copy of the cost allocation plan. (See OMB Circular A-87, Attachment C.)

Is it certified by the cognizant Federal agency?

3. Has the City/County/State developed an indirect cost proposal?

If yes, list the date it was certified by the cognizant Federal agency and attach it to this submission. (See OMB Circular A-87, Attachment E).

Total Certified Allocable, Allowable Indirect Costs. \$

7
6

ACD-4-H-1002

U.S. Department of Justice
Immigration & Naturalization Service

Jail Depreciation Costs

Building Depreciation

Instructions: Provide an explanation of the depreciation method used by the city/county/state to depreciate buildings. In lieu of building depreciation an annual use allowance of 2% of the acquisition cost may be substituted. Treatment of these costs must be consistent with the method used by the city/county/state. Any debt service arising from construction or renovation of a facility should be listed under "other" below.

Method of depreciation used: straight line

Facility	Date of Construction	Original Construction Cost	Number of Years in Depreciation Schedule	Annual Depreciation Claimed
----------	----------------------	----------------------------	--	-----------------------------

Main Building	2002	\$ 9,875,000	50 yr	\$ 197,500 -
---------------	------	--------------	-------	--------------

Addition(s)		\$		\$
-------------	--	----	--	----

Other (Please specify) <u>Interest</u>		\$ 5,270,319	50 yr	\$ 105,406 -
--	--	--------------	-------	--------------

Federal Assistance, Grants, Awards under the Cooperative Agreement Program (\$) 302,906
(Federal construction money must be subtracted from building cost prior to depreciation) ,75

Total \$ 227,179.50

Equipment Depreciation

List the equipment over \$5,000 in value that is being depreciated. Equipment must be used directly for jail operations. Treatment of these costs must be consistent with the method used by the city/county/state. A use allowance not to exceed 6-2/3% of the acquisition cost of useable equipment may be substituted in lieu of depreciation.

**PREAUTHORIZATION REQUEST
IMMIGRATION & CUSTOMS ENFORCEMENT**

SEND TO : United States Public Health Service, Division of Immigration
Health Services
1220 L Street NW, PMB468
Washington, DC 20005-4018
PHONE: 1-703-541-2155 **FAX:** 202-318-0080

Facility Name: _____ Date: ___/___/___

Facility Address: _____ City _____ State _____

DETAINEE INFORMATION

NAME _____ Sex: M / F
Last First MI

Date of Birth _____ Alien number: _____
Month Day Year

Country of Origin _____

REASON FOR REFERRAL

Requested Service/Procedure: _____

Clinical Findings: _____

Test Results: _____

Diagnosis: _____

Requesting Provider: _____ ICE Notified: Yes / No
ICE Status: _____

OFFSITE PROVIDER INFORMATION

Referred To: _____ Telephone () -

Address: _____ Appointment Date: ___/___/___

City: _____ State _____ Zip _____ Appointment Time: _____
Cost Estimate: _____

REQUEST FOR INFORMATION

PREAUTHORIZATION ACTION

Date: ___/___/___ DENIED/APPROVED/PENDING
Reason for Denial: _____

MCC: _____

Chief of Medical Staff: _____
9/16/98

ALL INVOICES MUST BE SENT TO: BCE Emergis
P.O. BOX 10250
GAITHERSBURG, MD 20898-0250
888-383-3922 FAX: 888-383-3957

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

CCD+

CTX

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

Christian County Sheriff's Department

SSN NO. OR TAXPAYER ID NO.

ADDRESS

110 West Elm Street Room 70

Ozark, Mo 65721

CONTACT PERSON NAME:

Captain Kirk Hammer

TELEPHONE NUMBER:

(417) 582-1976

FINANCIAL INSTITUTION INFORMATION

NAME:

Ozark Bank

ADDRESS:

P.O. Box 220
Ozark, Mo. 65721

ACH COORDINATOR NAME:

Carolyn Becker

TELEPHONE NUMBER:

(417) 581-2321

NINE-DIGIT ROUTING TRANSIT NUMBER:

0 8 1 5 0 5 7 3 1

DEPOSITOR ACCOUNT TITLE:

Christian County Treasurer County Fund

DEPOSITOR ACCOUNT NUMBER:

922173701

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

CHECKING

SAVINGS

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

(Could be the same as ACH Coordinator)

Carolyn Becker, Vice President

TELEPHONE NUMBER:

417- 581-2321

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U.S.C. 3322; 31 CFR 210