

East Feliciana Parish Prison
P. O. Box 207
Clinton, Louisiana 70722

Modification No. 04
IGSA A/DLS-92-6112

This modification number 04 to Intergovernmental Service Agreement A/DLS-92-6112 makes the following changes, effective 10/01/96:

A. The Agreement number is hereby changed from A/DLS-92-6112 to **ACB-7-I-0040**.

B. The new Contracting Officer name and address are as follows:

Roger E. Fregeau, Contracting Officer
U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Telephone No. b2Low

C. The new Payment address on page 4 of the Agreement is as follows:

U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Attn: Finance
Telephone No. (802) 660-1127

For the INS:

Roger E. Fregeau

Roger E. Fregeau
Contracting Officer
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, VT 05403-6813

Date: 12/16/96

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. Three (3)	3. EFFECTIVE DATE 08/02/95	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY US IMMIGRATION & NATURALIZATION SERVICE 7701 North Stemmons Freeway Dallas, TX 75247	7. ADMINISTERED BY (if other than item 6) US IMMIGRATION & NATURALIZATION SERVICE P.O. Box 5095 Oakdale, LA 71463-5095		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EAST FELICIANA PARISH PRISON P.O. BOX 207 CLINTON, LA 70722	9A. AMENDMENT OF SOLICITATION NO. 98. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X IGSA/DLS-92-6112 10B. DATED (SEE ITEM 13)
CODE FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENT 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 offer 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)
b2Low *M. Baranik* *EOADPP 10-8-95*

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

<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGE ORDER NO. IN ITEM 10A.	CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: THE AGREEMENT	
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)	

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 DCF section headings, including solicitation/contract subject matter where feasible.)

Effective 08/02/95 IGSA/DLS-92-6112 IS MODIFIED AS FOLLOWS:

"This agreement shall remain in force indefinitely until terminated by either party. Should conditions of an unusually nature occur, making it impractical or impossible to house detainee(s), the contractor may suspend or restrict the use of the facility by giving written notice to the INS. Such notice will be provided sixty (60) days in advance of the effective date of formal termination and at least thirty (30) days in advance of a suspension or restriction of use unless an emergency situation requires an earlier relocation of detainee(s)."

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) T.R. "Randy Maglone, Sheriff	15B. CONTRACTOR/OFFEROR <i>Randy Maglone</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/4/95	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ARTHUR S. COOPER, III	16B. UNITED STATES OF AMERICA BY <i>Arthur S. Cooper III</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/13/95
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2. AMENDMENT/MODIFICATION NO. TWO		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY IMMIGRATION AND NATURALIZATION SERVICE 7701 NORTH STEMMONS FREEWAY DALLAS, TEXAS 75247		CODE	7. ADMINISTERED BY (If other than Item 6) IMMIGRATION AND NATURALIZATION SERVICE 701 LOYOLA AVENUE, ROOM T-8011 NEW ORLEANS, LA 70113	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EAST FELICIANA PARISH PRISON P.O. BOX 207 CLINTON, LA 70722			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER	
			X IGSA-A/DLS 92-6112	
			10B. DATED (SEE ITEM 13) 10/13/92	
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 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer 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)
b2Low APPROVED, ARC-RODDP: *[Signature]* 54-90 APPROVED, ROBUD: *[Signature]*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE IGSA AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: THE AGREEMENT
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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 UCF section headings, including solicitation/contract subject matter where feasible.)
1. TO INCLUDE NEW ORLEANS DISTRICT LOCATED AT 701 LOYOLA AVENUE, ROOM T-8011 NEW ORLEANS, LA 70113. TO THE AGREEMENT
 2. IGSA DLS 92-6112 IS MODIFIED TO RENEW THIS AGREEMENT FOR A PERIOD OF THREE (3) YEARS WITH AND EXPIRATION DATE OF AUGUST 1, 1998.

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) T. R. "Randy" Maglone, Sheriff XXXXXXXXXXXXXXXXXXXX		15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	
15C. DATE SIGNED		15D. UNITED STATES OF AMERICA	
		BY <i>[Signature]</i> (Signature of Contracting Officer)	
		15E. DATE SIGNED 5/26/95	

~~AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT~~

2. AMENDMENT/MODIFICATION NO. One (1)	3. EFFECTIVE DATE 10/03/94	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY US IMMIGRATION & NATURALIZATION SERVICE 7701 North Stemmons Freeway Dallas, TX 75247	CODE	7. ADMINISTERED BY (If other than Item 6) US IMMIGRATION & NATURALIZATION SERVICE P.O. Box 5095 Oakdale, LA 71463-5095	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EAST FELICIANA PARISH PRISON P.O. Box 207 Clinton, Louisiana 70722	(W)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER IGSA/DLS-92-6112
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13)

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 offer 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)
approved by [Signature] 11-25-94 *31. Kennedy*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF ~~CONTRACTS/ORDERS~~
IT MODIFIES THE IGSA AS DESCRIBED IN ITEM 14.

(W)	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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: THE AGREEMENT
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

Effective 10/03/94 IGSA/DLS-92-6112 IS MODIFIED UNDER **MINIMUM STANDARDS - Part 3** as follows:

"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."

Except as changed 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) T.R. "Randy" Maglone, Sheriff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ARTHUR S. COOPER, III
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/16/94
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/1/94

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 East Feliciana Parish Prison (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:

- o On-site sick call (when provided by on-site staff);
- o Medications (over the counter/non-legend and routine drugs and medical supplies);
- o Emergency ambulance service to off-site health care services; and
- o 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 under their policies, procedures and practices. 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 \$24.00 per day per

detainee.

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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 two 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 institutions(s): [Name & Address of Each Institution]

East Feliciana Parish Prison
P O Box 207
Clinton, Louisiana 70722

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 \$ 45.00 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, La. 71463

Payments under this agreement shall be effected within thirty calendar days after receipt of a correct and proper invoice, by the following office:

Immigration & Naturalization Service
7701 North Stemmons Freeway (ROBUD)
Dallas, Texas 75247

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

East Feliciana Parish Prison
P O Box 207
Clinton, Louisiana 72722

This agreement shall be in effect upon execution by both parties, and shall remain in effect until 08/01/95 (not to exceed three years from the date of execution), 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, La. 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] b6,b7c
Title: Chief of Detention
Phone #: [redacted] b2Low

Name: [redacted] b6,b7c
Title: S.D.D.O.
Phone #: [redacted] b2Low

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

Name: T.R. Malone
Title: Sheriff
Phone #: (504) 683-8572

This I.G.S.A. supersedes and cancels I.G.S.A.-A DLS 8-91 and is retroactive to August 1, 1992.

CONCURRENCE/FUNDING DATA:

1251/2501/Approved: [Signature] ARC-RODDP
APPROVED ROBUD: [Signature] 10/5/92

SIGNATURES & EXECUTION

U.S. Department of Justice
IMMIGRATION AND
NATURALIZATION SERVICE

ARTHUR S. COOPER, III
Contracting Officer

[Signature]
Signature

10/13/92
Date Signed

T. R. Maglone
Name of Person Authorized to
Sign on Behalf of the Provider

[Signature]
Signature

09-24-92
Date Signed