

St. Bernard Parish Jail
#2 Courthouse Square
Annex Building
Chalmette, Louisiana 70044

Modification No. 01
IGSA A/DLS-94-6070

This modification number 01 to Intergovernmental Service Agreement A/DLS-94-6070 makes the following changes, effective 10/01/96:

A. The Agreement number is hereby changed from A/DLS-94-6070 to **ACB-7-I-0051**.

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

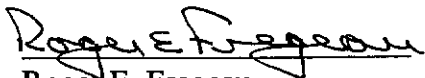
Roger E. Fregeau, Contracting Officer
U. S. Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, Vermont 05403-6813
Telephone No. b2Low

C. The new Payment address on page 3 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

D. The expiration date of the Agreement is hereby changed from 8-29-97 to indefinite.

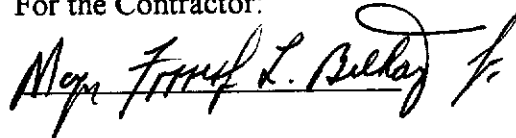
For the INS:



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

Date: 12/19/96

For the Contractor:



St. Bernard Parish Jail
#2 Courthouse Square - Annex Bldg.
Chalmette, LA 70044

Date: 12-30-96

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CONTRACT # IGSA/A-DLS 94-6070

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 St. Bernard Parish Jail (hereafter referred to as the "provider") for the detention and care of aliens.

SUPPORT AND MEDICAL 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 detainees with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. The Provider shall also notify the designated contact person at the local Service office, when medical care is provided to a detainee at a medical care facility outside of the Provider's facility, in accordance with procedures to be established and mutually agreed upon.

The Provider further agrees to include all costs associated with hospital or health care services provided outside the facility with the regular monthly billing to the Service for detention services. In this case, the Provider arranges for the caring facility to invoice the Provider for services provided at the rates no greater than those applicable for other individuals in the custody of the Provider. A copy of the caring facility's invoice(s) for hospital / health care services shall be submitted with the detention billing to support the Service's payment of those costs to the Provider. The Service shall include payment for the hospital / health care services provided along with the monthly payment for detention services.

SEP 2 1

CONTRACT # IGSA/

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 institution(s):

St. Bernard Parish Jail
#2 Courthouse Square
Annex Building
Chalmette, Louisiana 70044

INSPECTION

The Provider agrees to allow periodic inspections of the facility by the Immigration and Naturalization Service Jail Inspector(s). Findings will be shared with the facility administrator in order to promote improvements to facilitate operations or conditions of confinement.

CONTRACT # IGSA/

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$ 46.00 per manday. the rate covers one person per day. The Service may not be billed for two days when an alien is admitted one day and removed the following day. 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:

U.S. Immigration and Naturalization Service
701 Loyola Avenue, Room 9001
New Orleans, Louisiana. 70113

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

U.S. Immigration and Naturalization Service
311 North Stemmons Freeway (ROBUD)
Dallas, Texas. 75207

This agreement shall be in effect upon execution by both parties and shall remain in effect until 08-29-97 (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 thirty 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 sixty 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.

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CONTACT PERSONS

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

Name: Lynne Underdown
Title: Assist. District Director Detention and Deportation
Phone: [redacted] b2Low

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

Name: John R. Lane
Title: Administrator
Phone: [redacted] b6

CONCURRENCE/ _____

approved: Thomas M. Bennett 11-25-94 ARD-RODDP
H. Kennedy ROBUD

SIGNATURES AND EXECUTION

U.S. Department of Justice
Immigration and Naturalization
Service

ARTHUR S. COOPER, III
Contracting Officer

John LANE
Name of person authorized to sign
on behalf of the Provider

[Signature]
Signature

[Signature]
Signature

12/6/94
Date signed

9-6-94
Date signed