

Tangipahoa Parish Jail
P. O. Box 250
Amite, Louisiana 70422

Modification No. 04
IGSA A/DLS-9-91

This modification number 04 to Intergovernmental Service Agreement A/DLS-9-91 makes the following changes, effective 7/30/96:

- A. The Agreement number is hereby changed from A/DLS-9-91 to **ACB-7-I-0037**.
- 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. [REDACTED] 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 to indefinite.

For the INS:

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

Date: 1/15/97

For the Contractor:

[Signature]

Tangipahoa Parish Jail
P. O. Box 250
Amite, LA 70422

Date: 1-15-97

cc: RODDA
NOL

1. CONTRACT ID CODE		NAME OF STATE	
2. EFFECTIVE DATE 08/26/95		3. PROJECT NO. OF CONTRACT	
4. ISSUED BY Immigration & Naturalization Service 7701 North Stemmons Freeway Dallas, Texas, 75247		5. ADMINISTERED BY (If other than I&NS) Immigration & Naturalization Service P.O. Box 5095 Caldwell, Louisiana, 71463	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, corner, state and ZIP Code) Tangipahoa Parish Jail P. O. Box 250 Archie, Louisiana, 70422		7. DATE OF AMENDMENT OF SOLICITATION 8. DATE OF AMENDMENT OF SOLICITATION 9. DATE OF AMENDMENT OF SOLICITATION 10. DATE OF AMENDMENT OF SOLICITATION 11. DATE OF AMENDMENT OF SOLICITATION 12. DATE OF AMENDMENT OF SOLICITATION 13. DATE OF AMENDMENT OF SOLICITATION 14. DATE OF AMENDMENT OF SOLICITATION 15. DATE OF AMENDMENT OF SOLICITATION 16. DATE OF AMENDMENT OF SOLICITATION 17. DATE OF AMENDMENT OF SOLICITATION 18. DATE OF AMENDMENT OF SOLICITATION 19. DATE OF AMENDMENT OF SOLICITATION 20. DATE OF AMENDMENT OF SOLICITATION 21. DATE OF AMENDMENT OF SOLICITATION 22. DATE OF AMENDMENT OF SOLICITATION 23. DATE OF AMENDMENT OF SOLICITATION 24. DATE OF AMENDMENT OF SOLICITATION 25. DATE OF AMENDMENT OF SOLICITATION 26. DATE OF AMENDMENT OF SOLICITATION 27. DATE OF AMENDMENT OF SOLICITATION 28. DATE OF AMENDMENT OF SOLICITATION 29. DATE OF AMENDMENT OF SOLICITATION 30. DATE OF AMENDMENT OF SOLICITATION 31. DATE OF AMENDMENT OF SOLICITATION 32. DATE OF AMENDMENT OF SOLICITATION 33. DATE OF AMENDMENT OF SOLICITATION 34. DATE OF AMENDMENT OF SOLICITATION 35. DATE OF AMENDMENT OF SOLICITATION 36. DATE OF AMENDMENT OF SOLICITATION 37. DATE OF AMENDMENT OF SOLICITATION 38. DATE OF AMENDMENT OF SOLICITATION 39. DATE OF AMENDMENT OF SOLICITATION 40. DATE OF AMENDMENT OF SOLICITATION 41. DATE OF AMENDMENT OF SOLICITATION 42. DATE OF AMENDMENT OF SOLICITATION 43. DATE OF AMENDMENT OF SOLICITATION 44. DATE OF AMENDMENT OF SOLICITATION 45. DATE OF AMENDMENT OF SOLICITATION 46. DATE OF AMENDMENT OF SOLICITATION 47. DATE OF AMENDMENT OF SOLICITATION 48. DATE OF AMENDMENT OF SOLICITATION 49. DATE OF AMENDMENT OF SOLICITATION 50. DATE OF AMENDMENT OF SOLICITATION 51. DATE OF AMENDMENT OF SOLICITATION 52. DATE OF AMENDMENT OF SOLICITATION 53. DATE OF AMENDMENT OF SOLICITATION 54. DATE OF AMENDMENT OF SOLICITATION 55. DATE OF AMENDMENT OF SOLICITATION 56. DATE OF AMENDMENT OF SOLICITATION 57. DATE OF AMENDMENT OF SOLICITATION 58. DATE OF AMENDMENT OF SOLICITATION 59. DATE OF AMENDMENT OF SOLICITATION 60. DATE OF AMENDMENT OF SOLICITATION 61. DATE OF AMENDMENT OF SOLICITATION 62. DATE OF AMENDMENT OF SOLICITATION 63. DATE OF AMENDMENT OF SOLICITATION 64. DATE OF AMENDMENT OF SOLICITATION 65. DATE OF AMENDMENT OF SOLICITATION 66. DATE OF AMENDMENT OF SOLICITATION 67. DATE OF AMENDMENT OF SOLICITATION 68. DATE OF AMENDMENT OF SOLICITATION 69. DATE OF AMENDMENT OF SOLICITATION 70. DATE OF AMENDMENT OF SOLICITATION 71. DATE OF AMENDMENT OF SOLICITATION 72. DATE OF AMENDMENT OF SOLICITATION 73. DATE OF AMENDMENT OF SOLICITATION 74. DATE OF AMENDMENT OF SOLICITATION 75. DATE OF AMENDMENT OF SOLICITATION 76. DATE OF AMENDMENT OF SOLICITATION 77. DATE OF AMENDMENT OF SOLICITATION 78. DATE OF AMENDMENT OF SOLICITATION 79. DATE OF AMENDMENT OF SOLICITATION 80. DATE OF AMENDMENT OF SOLICITATION 81. DATE OF AMENDMENT OF SOLICITATION 82. DATE OF AMENDMENT OF SOLICITATION 83. DATE OF AMENDMENT OF SOLICITATION 84. DATE OF AMENDMENT OF SOLICITATION 85. DATE OF AMENDMENT OF SOLICITATION 86. DATE OF AMENDMENT OF SOLICITATION 87. DATE OF AMENDMENT OF SOLICITATION 88. DATE OF AMENDMENT OF SOLICITATION 89. DATE OF AMENDMENT OF SOLICITATION 90. DATE OF AMENDMENT OF SOLICITATION 91. DATE OF AMENDMENT OF SOLICITATION 92. DATE OF AMENDMENT OF SOLICITATION 93. DATE OF AMENDMENT OF SOLICITATION 94. DATE OF AMENDMENT OF SOLICITATION 95. DATE OF AMENDMENT OF SOLICITATION 96. DATE OF AMENDMENT OF SOLICITATION 97. DATE OF AMENDMENT OF SOLICITATION 98. DATE OF AMENDMENT OF SOLICITATION 99. DATE OF AMENDMENT OF SOLICITATION 100. DATE OF AMENDMENT OF SOLICITATION	

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.

Offer 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 5 and 14, and returning _____ copies of this 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 that telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. APPROVED AND APPROVED DATA (if required):
 APPROVED, ARC-R00DP: Let APPROVED, R00UD: J. Kennedy

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

A. THE CHANGE ORDER IS A DIRECT MODIFICATION TO THE CONTRACT ORDER NO. IN ITEM 14.

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in name or effect) DESCRIBED IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.126(a).

C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

The Agreement

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

14. DESCRIPTION OF MODIFICATION (Required by UIC section 4000, including contract number and contract order when applicable.)
 See Attached.

EFFECTIVE 7/21/93

IGSA- # A/ILS 9-91 IS MODIFIED TO RENEW THIS AGREEMENT FOR A PERIOD OF THREE (3) YEARS WITH AN EXPIRATION DATE OF: 07/30/96

15. NAME AND TITLE OF PERSON (Name or Print) J. Edward Layrison, Sheriff		16. NAME AND TITLE OF CONTRACTING OFFICER (Name or Print)	
17. CONTRACTOR'S OFFICE J. Edward Layrison Sheriff of Tangipahoa Parish		18. DATE SIGNED 7-9-93	19. DATE SIGNED 7/29/93
20. CONTRACTOR'S OFFICE		21. DATE SIGNED	

2. AMENDMENT/MODIFICATION NO. One (1) 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Immigration & Naturalization Service 7701 North Stemmons Freeway (ROLOG) Dallas, Texas 75247 7. ADMINISTERED BY (If other than Item 6) CODE Immigration & Naturalization Service P. O. Box 960 Oakdale, Louisiana 71463

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Tangipahoa Parish Sheriff's Office P. O. Box 250 Amite, Louisiana 70422 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER ~~NO.~~ X IGSA-A/DLS-9-91 10B. DATED (SEE ITEM 13) 12-20-90

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) b2Low APPROVED, ARC-RODDP: CA APPROVED, ROBUD: Van Kester 5/10/91

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

(V) 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 data, 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.) See attached.

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) J. Edward Larsson, Sheriff 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 4-22-91 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur S. Cooper III Contracting Officer 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 16C. DATE SIGNED 5/13/91

IGSA-A/DLS-9-91 dated 12-20-90 is modified to cancel the two sections entitled "PURPOSE" and "SUPPORT AND MEDICAL SERVICES" and to substitute the following two sections:

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 Tangipahoa Parish Sheriff's Office (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 non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. The **Service** 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 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.

////////////////////// END OF MODIFICATION ////////////////////////

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 Tangipahoa Parish Sheriff's Office (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 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.

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):

Tangipahoa Parish Jail
P. O. Box 250
Amite, Louisiana 70422

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 \$46.00 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:

United States Immigration & Naturalization Service
P. O. Box 960
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:

Immigration & Naturalization Service
311 North Stemmons Freeway (ROBUD)
Dallas, Texas 75207

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

Tangipahoa Parish Sheriff's Office
P. O. Box 250
Amite, Louisiana 70422

This agreement shall be in effect upon execution by both parties, and shall remain in effect until July 20, 1993 (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 at 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.

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: [redacted] b6,b7c
Title: Chief of Detention
Phone #: [redacted] b2Low

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

Name: Lt. [redacted] b6,b7c
Title: Lieutenant
Phone #: [redacted] b6

CONCURRENCE/FUNDING DATA:

1251//2501/Approved: Carl Estro ARC-RODDP
Approved By ROBUD: Vera Ralston

SIGNATURES & EXECUTION

U.S. Department of Justice
IMMIGRATION AND
NATURALIZATION SERVICE

Tangipahoa Parish Sheriff's Office
P.O. Box 250
Amite, Lou 70422

Arthur S. Cooper, III
Contracting Officer

J. Edward Logrison - Sheriff
Name of Person Authorized to
Sign on Behalf of the Provider

[Signature]
Signature

[Signature]
Signature

12/20/90
Date Signed

7-24-90
Date Signed