ADDENDUM ACB-7-I-0056 St. Martinville II

This is an addendum to the Intergovernmental Service Agreement ACB-7-I-0056 and is to be known as "St. Martinville II".

The following services are hereby added to the Agreement:

The St. Martin Parish Jail has agreed to provide the INS with a limited number of beds that will afford the INS with space for detainees that have special or increased medical needs. These detainees can be those with different debilitating conditions or infectious diseases. They can also be short term stays that require additional care for a short period of time (post op care).

The St. Martin Parish Jail has agreed to provide INS with one cell block that normally would hold 24 inmates in double cells and will convert them to single cells for a total of 11 detainees per cell block and still have complete lockdown capabilities.

The St. Martin Parish Jail has agreed to provide at least two shifts with a full time professional nursing staff with third shift to be covered by select individuals that are First Responder Certified as well as Paramedic Certified. It is also agreed that an MD will provide medical coverage on an on call basis as well as making "jail rounds" a minimum of two times a week.

The unit of service as agreed to by the parties will be at a rate of \$65.00 per diem per day plus medical related expenses. The Contractor further agrees to notify INS within twelve (12) hours of emergency medical cases requiring removal of detainee(s) from its facility. Prior authorization must be obtained from INS for all non-emerfency off-premises medical treatment, including all lab tests and prescriptions.

Approved by:

Date: 12/6/96

age E trageon
Roger E. Fregeau
Contracting Officer
J.S. Department of Justice
Contracting & Procurement Office
Immigration & Naturalization Service
70 Kimball Avenue
South Burlington, VT. 05403-6813
Phone
Fax:

Charles A. Fusekier
Sheriff
St. Martin Parish Jail
P.O. Box 247
St. Martinvile, LA 70582

Date: 12/11/86

St. Martin Parish Jail P.O. Box 247 St. Martinville, LA. 70582

> Modification No. 03 DLS-95-6058

The purpose of this modification is to make the following changes:

The Intergovernmental Service Agreement Number DLS-95-6058 is hereby changed to ACB-7-I-0056 and is to be referenced in all future correspondence and invoicing to this agreement.

Economic Price Adjustment

- Payment rates shall be established on the basis of actual costs associated with the operation of its facility (or facilities) during the latest annual accounting period for which data is available or for which a formal report or audit was issued, or as provided for in an approved annual operating budget for detention facilities.
- 2. The Federal Government shall reimburse the Contractor at the fixed day rate identified in Financial Provisions. The rate may be renegotiated not more than once per year, after the Agreement has been in effect for twelve months. The effective date of any rate adjustment will be negotiated and specified on the IGSA Modification form approved and signed by an INS Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the INS.
- 3. The rate covers one (1) person per "Detainee Day". The Federal Government may not be billed for two (2) days when a detainee is admitted one evening and removed the following morning. The Contractor may bill for the day of arrival but not for the day of departure. A detainee day is defined as a 24 hour period starting at book-in time.
- 4. The rate may be revised on the basis of data submitted and action taken by either or both the INS and the Contractor within ninety (90) calendar days before each annual anniversary of the initial Agreement's execution. The Contractor agrees to provide the necessary cost information to support the requested rate increase and to permit an audit of accounting records upon request of INS. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the OMB Circular A-87, Cost Principles for State and Local Governments or other guidance as revised, or in accordance with superseding guidance.

- 5. Payments at the modified rate will be paid upon return to INS of the signed modification by the authorized local official.
- 6. Unless other justifiable reasons can be documented by the Contractor, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

Invoicing and Payment

1. Invoices shall be submitted to:

U.S Immigration & Naturalization Service Officer in Charge P.O. Box 5095 Oakdale, LA 71463 Attn: Deportation Unit Phone: (318) 335-0713

After certified true and correct by the above office, relating invoices will be forwarded to the following address for payment.

U.S. Immigration & Naturalization Service 70 Kimball Avenue South Burlington, VT 05403-6813 Attn: Finance

Phone: (802) 660-1127

- 2. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this Agreement and requires the payment to the Contractor of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.
- 3. In accordance with the Prompt Payment Act, payments under this Agreement will be made thirty (30) calendar days after the receipt of a proper invoice in the office designated to receive invoices (paragraph 1, above). The date of the check issued in payment shall be considered the date payment is considered to have been made.
- 4. A proper invoice shall be submitted monthly, in arrears, to the office identified in Papagraph 1, above. To constitute a proper invoice, it must include the name, address, and phone number of the official designated payment office. It shall list each detainee and A-Number, the specific dates of custody for each, the total number of days for which reimbursement is sought, the agreed-upon detainee-day rate, and the total amount billed. The Agreement number shall be stated on all invoices submitted to INS for final payment.

Modifications and Disputes

- 1. Either party may initiate a request for modification to this Agreement. Such requests must be submitted in writing, and approved in writing by a Regional Contracting Officer and the Contractor. The IGSA constitutes the entire agreement between the two parties, and that actions by parties other than those identified or designated within the Agreement will not serve to bind, or incur liability on behalf of, either party.
- 2. Disputes, questions, or concerns pertaining to this Agreement shall be resolved between the INS and the appropriate Contractor official. No resolution may explicitly or implicitly alter the terms and rates contained in this Agreement unless approved by formal modification by a Regional Contracting Officer. Unresolved issues are to be directed to the Contracting Officer, Eastern Regional Office, 70 Kimball Avenue, South Burlington, VT 05403-6813.

Inspection and Technical Assistance

1. The Contractor agrees to allow periodic inspections of the facility by INS. The sole purpose of said inspections will be to insure a minimally acceptable level of services and acceptable conditions of confinement under this Agreement. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services. The Contractor is required to promptly disclose to the designated INS point of contact any and all public results or copies of facility (or facilities) inspections, reviews, surveys or other forms of examinations.

Availability of Funds

1. The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until such funds are made available.

Employment of Unauthorized Aliens

1. Subject to existing laws, regulations, Executive Orders, and other provisions of this Agreement, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or its subcontractors, to work on, under, or with this Agreement. The Contractor shall ensure that this provision is expressly incorporated into and all subcontracts or subordinate agreements issued in support of this Agreement.

Contracting Officer's Technical Representative

- The Contracting Officer's Technical Representative (COTR) for this Agreement will be provided at a later date.
- The COTR is responsible for: receiving all deliverables; inspecting and accepting the services provided hereunder in accordance with the terms and conditions of this Agreement; providing direction to the Contractor which clarifies the Agreement's effort, fills in details or otherwise serves to accomplish the Agreement's requirements; evaluating performance; and certifying all invoices/vouchers for acceptance of the services furnished for payment prior to forwarding the original invoice to the payment office.
- The COTR does not have the authority to alter the Contractor's obligations under the Agreement, direct changes that fall within the purview of the Contracting Officer and/or modify any of the expressed terms, conditions, specifications, or cost of the Agreement. If as a result of technical discussions it is desirable to alter/change obligations or requirements, the Contracting Officer shall issue such changes in writing and sign.

Approved by:

Repense Li

Roger E. Fregeau Contracting Officer

U.S. Department of Justice

Contracting & Procurement Office Immigration & Naturalization Service

70 Kimball Avenue

South Burlington, VT. 05403-6813

Phone Fax:

Date: 12/6/96

Charles A

Sheriff

St. Martin Parish Jail

P.O. Box 247

St. Martinvile, LA 70582

Date: 11/20/96.

SENT BY:	9-13-95 ; 14:41	; ADM CTR	_DLS-ROC	AP→ 80	026605148:# 4/10
AMENDMENT OF SOLICITA	ATION/MODIFICATION	N OF COST		CONTRACT ID COL	E PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE				01 01
_ TWO (2)	08/01/95	4. REQUISIT	PURCH	ASE REQ. NO. 5.	PROJECT NO. (If applicable
6. ISSUED BY	CODE	7. ADMINIST	HED BY //	other than I (em 8)	
UC TMMTCDAMTON B NAME			NEO GY II	rother man (pim 6)	CODE
US IMMIGRATION & NATURALIZ	ATION SERVICE	US IM	IGRATIO	N & NATURALIZ	ATION SERVICE
7701 NORTH STEMMONS FREEW, DALLAS, TX 75247	Υ	P.O.	OX 5095		LON DIMOTOR
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		OAKDA	E, LA	71463-5095	
8. NAME AND ADDRESS OF CONTRACTO	P (No sheet and		·		
	(170., sueet, county, 31am of	d ZIP Code)	1	PA. AMENOMENT	OF SOLICITATION NO
ST. MARTIN PARISH JAIL					
P.O. BOX 247				98. DATED (SEE)	><
ST. MARTINVILLE, LA 70582			ł	36. DATEL MEE	TEM 11)
			}	10A. MODIFICATI	ON OF CONTRACT/ORDE
				NO.	THE CONTRACTORDE
) X	(IGSA-DLS-95-	-6058-
CODE	EAGU			108. DATED (SEE	ITEM 13)
	FACILITY CODE				
11.171	TEM ONLY APPLIES TO) AMENDMEN	OF SOLI	CITATIONS	
The above numbered solicitation is amen tended.	ded as set forth in Item 14. The	hour and date spe	fied for rece	elpt of Offers la	extended is not ex
Offers must acknowledge receipt of this amendal By completing Items 8 and 15, and returning	ment prior to the hour and do	n amu 200 (1) (1			
(a) By completing Items 8 and 15, and return a submitted; or (c) By separate letter or telegra	9 copies of the amen	e specified in the	<u>icitation or</u>	as amended, by one of	f the following methods:
N REJECTION OF YOUR OFFER, IT by view of the provided each talegram or letter makes it. ACCOUNTING AND APPROPRIATION I	tue of this amendment you de	IPT OF OFFERS (ske to change an o	HOR TO TE	E HOUR AND DATE	SPECIFIED MAY RESUL
2. ACCOUNTING AND APPROPRIATION C	CICIANCE TO THE SOLICITATION and	this emendment,	d is received	prior to the opening i	max be made by talegram of nour and date specified
b2Low	17/7 1/6	- 1	_		Lax
		nuch		PDP 11-	TONKA
IS, THIS ITE	M APPLIES ONLY TO MOI	DIFICATIONS	F CONTRA	ACTS/ORDERS.	
A. THIS CHANGE ORDER IS ISSUED F TRACT ORDER NO. IN ITEM 10A.		OTO THE CHAM	E3 3E 1 FQ1	RTH IN ITEM 14 ARE	MADE IN THE CON-
8. THE ABOVE NUMBERED CONTRA	TIOPDED IS MODISIES TO				
8. THE ABOVE NUMBERED CONTRAG appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT	IN ITEM 14, PURSUANT TO	HEFLECT THE A	MINISTRAT OF FAR 43.	TIVE CHANGES (such 103(b).	as changes in paying office.
The state of the s	IS ENTERED INTO PURSUA	NT TO AUTHOR	Y OF:		
X THE AGREEMENT					
D. OTHER (Specify type of modification	and authority)		· · · · · · · · · · · · · · · · · · ·		
		-			
. IMPORTANT: Contractor is not	X is required to sign #	aio dos			
DESCRIPTION OF AMENOMENT/MODIF	ICATION (Organized by 177 P.	eston banding	return	copies to the	e issuing office.
Effective 08/01/95 IGSA DLS	-95-6058 IS MODIFIE	D AS FOLLOW	- amy souch	lation/contract subject	matter where feasible.)
This agreement shall remain conditions of an unusual na	in force indefini	tely until	erminar	ed by either	party. Should
conditions of an unusual national detainee(s), the contractor	iture occur, making	it impract	cal or	impossible ro	ponse ponse
etainee(s), the contractor	may suspend or res	trict the u	e of th	c facility by	Riving
f a suspension or restricti elocation of detaince(s)."	on of use dutess a	n emergency	situati	on requires a	n earlier
cept as provided herein, all terms and condition	ns of the document referenced	in Item 9A or 10A	as freretofor	o changed, remains un	Changed and in full force
A. NAME AND TITLE OF SIGNER (Type or	Priot)	16A. NAME AND	THE OF A	ONTRACTING OFF	CCS CS
				-vairaling OFF	LEK (Type or print)
HARLES A. FUSELIER, Sheriff		ARTHUR S.	OOPER,	III	
B. CONTRACTOR/DPFEROR	15C. DATE SIGNED		TAS OF AN	MERICA.	16C, DATE SIGNED
Mulli for	sklar	BY	1/00	12 SHO	1 1
(Signature of person authorized to sign	1 1////	Ma .	The of Con	tructing Officer)	- 10/18/gs
N 7540-01-152-8870 EVIOUS EQITION UNUSABLE	30-	105		etanos e	D FORM 22
VIII VIIUSABLE				Prescribed t	D FORM 30 (REV. 10-83) by GSA

SENT BY: 5	- 3-95 ; 2:42PM ;	ADM CTR DLS-RO	OCAP→	8026605148 # 8/ 8		
2. AMENDACET MODIFICATION NO.	IN EFFECTIVE DATE	A. REQUISITION/PURG	ASE REG. NO.	IS. PROJECT NO. (If applicable)		
One						
6. ISSUED BY CODE		7. ADMINISTERED BY	(If other then Item	CODE		
IMMIGRATION AND NATURALIZATION	SERVICE	IMMIGRATION A	ND NATURALI	ZATION SERVICE		
7701 NORTH STEMMONS FREEWAY		701 LOYOLA AV				
DALLAS, TEXAS 75247		NEW ORLEANS,	LA 70113			
-						
. NAME AND ADDRESS OF CONTRACTOR INC.	, street, county, State and	ZIP Code)	IN SA. AMENDI	MENT OF SOLICITATION NO.		
ST. MARTIN PARISH JAIL		•				
P.O. BOX 247						
ST. MARTINVILLE, LA 70582			98. DATELS	SEE ITEM 11)		
			IOA. MODIF	CATION OF CONTRACTION OF		
			1			
			1" 1	/DLS 95-6058		
			4 1	(SER ITEM 13)		
CODE	FACILITY CODE		01/25/	95		
The above numbered solicitation is seconded as	MONLY APPLIES TO					
12. ACCOUNTING AND APPROPRIATION DATA 12. ACCOUNTING AND APPROPRIATION DATA 13. THIS ITEM AP 13. THIS ITEM AP 14. THIS CHANGE ORDER IS ISSUED PURSU TRACT DROER NO. IN ITEM 10A. 15. THE ABOVE NUMBERED CONTRACT/OR 16. THE ABOVE NUMBERED CONTRACT/OR 17. THIS SUPPLEMENTAL AGREEMENT IS ETTHE AGREEMENT 18. THE AGREEMENT 19. OTHER (Specify type of modification and decreases)	C-RODDP: E	APPRO APPRO APPRO AS DESCRIBE	VED, ROBUI	D: M. Keunldg BB, 14 ARE MADE IN THE CON.		
E. IMPORTANT: Contractor is not, [2]	is required to sign th	is document and return	n copie	s to the issuing office.		
TO INCLUDE NEW ORLEANS DISTRICT 70113. TO THE AGREEMENT.						
Except as provided herein, all terms and conditions of the effect. SA. NAME AND TYPE OF SIGNED TYPE OF STRIPLE CHARLES A. FUSELIER, SHERIFF	y	16A, NAME AND TITLE		IG OFFICER (Type or print)		
•			_	16C DATE SIGNED		
38. CONTRACTOR/OFFEROR	ISC. DATE SIGNED	BY LAND	low	5/26/05		
(Signature of person authorized to sign)		d enutariti	of Contracting Office	(*)		

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. Martin Parish Jail (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:

- 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 12.00 per hour.

 When specifically requested by the **Service**, the **Provider** agrees to arrange for and/or provide nonemergency 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) <u>Health Care Facility</u> invoice with discharge summary attached which includes diagnosis, treatment, prognosis and follow-up needed;
- 2) <u>Health Care Provider</u> invoice with note attached which includes diagnosis, treatment and follow-up needed;
- 3) <u>Health Care Vendors/Suppliers</u> 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 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.
- 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]

St. Martin Parish Jail P.O. Box 247 St. Martinville, LA 70582 (318) 394-3071

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:

Immigration & Naturalization Service P. O. Box 5095 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 7701 North Stemmons Freeway (ROBUD) Dallas, Texas 75247

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

St. Martin Parish Sheriff's Office P.O. Box 247 St. Martinville, LA 70582

This agreement shall be in effect upon execution by both parties, and shall remain in effect until December 14, 1997 (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, Louisiana 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:

Title:

Deportation Officer/Jail Inspector

Phone #:

Name:

Title:

S.D.D.O.

Phone #:

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

Name:

Charles A. Fuselier

Title:

Sheriff

Phone #:

CONCL	IDDEN	CF/Et	JNDING	$\Box \Delta \Box$	ГΔ.
CONC	ノベベニハ			$-U/\Lambda$	Λ.

1251/2501/2514/2525 Approved: J. M. Baranch

APPROVED ROBUD:

SIGNATURES & EXECUTION

U.S. Department of Justice **IMMIGRATION AND**

NATURALIZATION SERVICE

St. Martin Parish Jail

P. O. Box 247

St. Martinville, LA 70582

ARTHUR S. COOPER, III

Contracting Officer

Charles A. Fuselier, Sheriff

Name of Person Authorized to

Sign on Behalf of the Provider