Lafayette Parish Correctional Center  
P. O. Box 2537  
Lafayette, Louisiana 70502

Modification No. 07  
IGSA A/DLS-90-62

This modification number 07 to Intergovernmental Service Agreement A/DLS-90-62 makes the following changes, effective 10/01/96:

A. The Agreement number is hereby changed from A/DLS-90-62 to **ACB-7-I-0036**.

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]

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

For the INS:

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

Date: 10/21/96
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 6 (6)

3. EFFECTIVE DATE 08/01/95

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

US IMMIGRATION & NATURALIZATION SERVICE
7701 NORTH STEMMONS FREEWAY
DALLAS, TX 75247

7. ADMINISTERED BY (if other than item 6) CODE

US IMMIGRATION & NATURALIZATION SERVICE
P.O. BOX 5095
OAKDALE, LA 71463-5095

9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

LAFAYETTE PARISH CORRECTIONAL CENTER
P.O. BOX 2537
LAFAYETTE, LA 70502

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (see item 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

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(s) 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 MUST BE MADE BY TELEGRAM OR LETTER PROVIDED SUCH 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)

M. Brouillette 10-4-95 NK

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

☐ 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 NO. IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in funding, appropriation dates, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

☐ D. OTHER (Specify type of modification and authority)

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

Best 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.

Effective 08/01/95 IGSA DLS-90-62 IS MODIFIED AS FOLLOWS:

"This agreement shall remain in force indefinitely until terminated by either party. Should conditions of an unusual nature occur, making it impractical or impossible to house the 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)."

15A. NAME AND TITLE OF SIGNER (type or print)

DONALD J. BREAUX, Sheriff

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 10/17/95

16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print)

ARTHUR S. COOPER, III

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED 10/17/95

NSN 7540-01-159-8970

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83) PRESCRIBED BY GSA FAR (48 CFR) 53.243
IMMIGRATION AND NATURALIZATION SERVICE
7701 NORTH SHMANS FREEWAY
DALLAS, TEXAS 75247

LAFAYETTE PARISH CORRECTIONAL CENTER
P.O. BOX 2537
LAFAYETTE, LA 70502

<table>
<thead>
<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS TO SOLICITATIONS</th>
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- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer 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:

☐ By completing the following 3 copies of this amendment and returning ___ copies of the amendment on each copy of the offer submitted; or ☐ by a written or telegraphic acknowledgment to the solicitation and amendments number. 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 you desire to change an offer already submitted, such change must be made by telegram or letter, provides such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ARC-RODDP: ☑ ROBUD: ☑ W.R. Kennedy

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS TO CONTRACT NO. 16A.

☐ IT MODIFIES THE IGSA AS DESCRIBED IN ITEM 14.

☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO 10A. THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. 16A.

☒ B. THE ABOVE NUMBERED CONTRACT/ORER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SUCH AS CHANGE IN PRICE OR APPROPRIATION DATE, ETC. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 42.162(b).

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

☒ 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 MODIFICATION (Specify by CCF section headings, including solicitation to which the subject matter relates).

TO INCLUDE NEW ORLEANS DISTRICT LOCATED AT 701 LOYOLA AVENUE, ROOM T-8011, NEW ORLEANS, LA 70113 TO THE AGREEMENT

Donald J. Breaux, Sheriff

☐ CONTRACTING OFFICER

☐ SIGNATURE OF PERSON AUTHORIZED TO SIGN

☐ 3/30/95

☐ ARTHUR'S COOPER, III

☐ NAME AND TITLE OF CONTRACTING OFFICER (type or print)

☐ 16A. NAME AND TITLE OF SIGNER (type or print)

☐ 5/9/95

☐ SIGNATURE OF CONTRACTING OFFICER

☐ 16A. UNITED STATES OF AMERICA

☐ 5/9/95

☐ SIGNATURE OF CONTRACTING OFFICER

☐ 16A. CONTRACTING OFFICER
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. SEV. (4)

3. EFFECTIVE DATE 10/03/94

4. REQUISITION/CHASE REQ. NO. 

5. PROJECT NO. (if applicable) 

6. ISSUED BY CODE

US IMMIGRATION & NATURALIZATION SERVICE
7701 North Stemmons Freeway
Dallas, Texas 75247

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

LAFAYETTE PARISH CORRECTIONAL CENTER
916 Lafayette Street
Lafayette, Louisiana 70502

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

IGSA-A/DLS-62-90

10B. DATED (SEE ITEM 13)

October 3, 1994

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 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 number. 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, ARC-RODDR: RODD11-14-97 ARPORED, ROUD:

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDER NO.

IT MODIFIES THE IGSA AS DESCRIBED IN ITEM 14.

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(D).

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

☐ THE AGREEMENT

D. OTHER (Specify type of modification and authority)

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

IGSA-A/DLS-62-90 IS MODIFIED UNDER MINIMUM STANDARDS - Part 3 as follows: Effective 10/3/94 "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."

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Chief Deputy

15B. CONTRACTING OFFICER (Type or print)

ARCHITECT S. COOPER, III

15C. DATE SIGNED 11/14/94

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of Contracting Officer)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

US IMMIGRATION & NATURALIZATION SERVICE
7701 NORTH STEMONS FREWEY
DALLAS, TX 75247

7. ADMINISTERED BY (if other than Item 6)

CODE

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)

LAFAYETTE PARISH CORRECTIONAL CENTER
915 Lafayette Street
Lafayette, Louisiana 70502

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF

IGSA-A/DLS-62-90

10B. DATED (SEE ITEM 13)

06/01/94

10C. MODIFIED TO

X

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 such 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, ARC-RODDP: CR
APPROVED, ROBUDD: H. Earnold

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS FOR:

IT MODIFIES THE IGSA AS DESCRIBED IN ITEM 14.

16. ISSUED BY

CODE

US IMMIGRATION & NATURALIZATION SERVICE
P.O. BOX 5095
OAKDALE, LA 71463-5095

17. ADMINISTERED BY (if other than Item 6)

CODE

US IMMIGRATION & NATURALIZATION SERVICE
P.O. BOX 5095
OAKDALE, LA 71463-5095

19. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

LAFAYETTE PARISH CORRECTIONAL CENTER
915 Lafayette Street
Lafayette, Louisiana 70502

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

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

See attached.

IGSA-A/DLS-62-90 IS MODIFIED TO INCREASE GUARD DUTY FROM $10.00 PER HOUR TO $13.00 PER HOUR EFFECTIVE JUNE 1, 1994.

IN UNIFORMED SERVICES

CHIEF DEPUTY
(Signature of person authorized to sign) 06-01-94

SIGNER
(Signature of contracting officer) 06-01-94

E. DATE SIGNED

16C. DATE SIGNED
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 Lafayette Parish Correctional Center (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);
- Medications (over the counter/non-legend and routine drugs and medical supplies);
- Emergency ambulance service to off-site health care services; and
- 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 $13.00 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///////////
This agreement is executory only to modify the agreement entered into pursuant to authority granted in item 12 above. The agreement is entered into pursuant to authority granted in item 12 above.

E. IMPORTANT: Contractor must be required to sign this document and return copies to the issuing office. The descendent of modification is to be included in the agreement entered into pursuant to authority granted in item 12 above.

Submit as provided herein, all scores and conditions of the underwritten in item 4A. To be issued by the authority designated for the receipt of offers prior to the due date specified in the agreement entered into pursuant to authority granted in item 12 above. The agreement is entered into pursuant to authority granted in item 12 above.

See attached.

EFFECTIVE 7/4/93

This agreement is executory only to modify the agreement for a period of three (3) years with an expiration date of 07-04-96.

[Signature]

ARThur S. COOPER, III

[Signature]
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

7. ADMINISTERED BY (If other than Item 6) Code

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

Immigration & Naturalization Service
P. O. Box 960
Oakdale, Louisiana 71463

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Lafayette Parish Correctional Center
916 Lafayette Street
Lafayette, Louisiana 70502

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (See Item 13)

X IGSA-A/DLS-62-90
7-30-90

10A. MODIFICATION OF CONTRACT/ORDER
10B. DATED (See Item 13)

X 10C. MODIFICATION OF CONTRACT/ORDER

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 such 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, ARC-RODDP: ☑ ☐ APPROVED, ROBU: ☑ ☐

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

☐ 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(c).

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)

Donald J. Breazeal, Sheriff

15B. CONTRACTOR/OFFEROR

Donald J. Breazeal

15C. DATE SIGNED

4-10-91

15D. UNITED STATES OF AMERICA

15E. SIGNATURE OF PERSON AUTHORIZED TO SIGN

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Arthur S. Cooper III
Contracting Officer

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

4-24-91

(Signature of Contracting Officer)
Modification No. 1 to IGSA-A/DLS-62-90

IGSA-A/DLS-62-90 dated 7-30-90 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 Lafayette Parish Correctional Center (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);
- Medications (over the counter/non-legend and routine drugs and medical supplies);
- Emergency ambulance service to off-site health care services; and
- 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 Lafayette Parish Correctional Center (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):

Lafayette Parish Correctional Center
916 Lafayette Street
Lafayette, Louisiana 70502

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 for Cubans, $45.00 per manday for Non-Cubans. 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:

U. S. Immigration & Naturalization Service
P. O. Box 960 - 207 E. 5th Ave.
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 (ROBUO)
Dallas, Texas 75207

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

Lafayette Parish Correctional Center
916 Lafayette Street
P. O. Box 2537
Lafayette, Louisiana 70502

This agreement shall be in effect upon execution by both parties, and shall remain in effect until July 03, 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: b6b7c
Title: Chief of Detention
Phone #: b2Low

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

Name: b6b7c
Title: Warden
Phone #: b6

CONCURRENCE/FUNDING DATA:

1251//2501/Approved: Carls J. J. ARC-RODDP
APPROVED BY ROBUD: Vera Ralston

SIGNATURES & EXECUTION

U.S. Department of Justice
IMMIGRATION AND
NATURALIZATION SERVICE

ARTHUR S. COOPER, III
Contracting Officer

Signature

7/30/90
Date Signed

[Signature]

Date Signed

[Signature]