Vermillion Parish Jail
P.O. Box 307
Abbeville, Louisiana 70510

Modification No. 05
IGSA ACB-7-I-0039

This modification number 05 to Intergovernmental Service Agreement ACB-7-I-0039 makes the following change:

This Agreement is effective indefinitely from July 20, 1995.

For the Parish:

[Signature]

RAYWOOD LEMAIRE
Name

Date: 2/15/00

For the INS:

Roger E. Fregeau
Contracting Officer

Date: 12/8/99
Verminion Parish Jail
P. O. Box 307
Abbeville, Louisiana 70510

Modification No. 04
IGSA A/DLS-92-6089

This modification number 04 to Intergovernmental Service Agreement A/DLS-92-6089 makes the following changes, effective 10/01/96:

A. The Agreement number is hereby changed from A/DLS-92-6089 to ACB-7-I-0039.

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

Date: 12/16/96
AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.
   Threc (3)

3. EFFECTIVE DATE
   08/01/95

4. REQUIREMENT/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY
   US IMMIGRATION & NATURALIZATION SERVICE
   7701 NORTH SIMMONS FREEWAY
   DALLAS, TX 75247
   INS-OAKDALE

7. ADMINISTERED BY (If other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
   VERMILLION PARISH JATL
   P.O. BOX 307
   ABBEVILLE, LA 70510

9. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION OF CONTRACT/ORDER NO.
   IGSA-A/DLS-92-6089

11. DATED (See Item 7)

12. AMMENDMENT AND MODIFICATION DATA (See Item 10)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCP Section headers, including solicitation/contract subject matter where feasible.)

   EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS HEREAFTER CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

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

I. AMENDMENT OR MODIFICATION: To be completed by the issuing office. The contractor shall complete and return copies of the amendment or modification to the issuing office.

I. AMENDMENT OR MODIFICATION: To be completed by the contractor. The contractor shall complete and return copies of the amendment or modification to the issuing office.

Effective 08/01/95 IGSA DLS-92-6089 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 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 hereafter changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)
   RAYWOOD J. LEMAYE, Sheriff

16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   ARTHUR COOPER, III

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITION UNUSABLE

30-105
VERMILLION PARISH JAIL
P.O. Box 307
Abbeville, Louisiana 70510

Effective 10/03/94 IGSA-A/DLS-92-6089 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."

Raywood J. Lemaire, Sheriff

Arthur S. Cooper, III

Signature of Contracting Officer
The FINANCIAL PROVISIONS on page 3 of the Agreement are changed as follows:
The per diem rate under this agreement if $46.00 per manday for Cuban and
Non-Cuban criminal alien detainees.
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 Vermillion 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);
- 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 $7.50 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.
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):

Vermillion Parish Jail
P.O. Box 307
Abbeville, Louisiana 70510

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 for Cubans, $35.00 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  
7701 North Stemmons Freeway (ROBUD)  
Dallas, Texas 75247

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

Vermillion Parish Jail  
P.O. Box 307  
Abbeville, Louisiana 70510

This agreement shall be in effect on July 20, 1992, and shall remain in effect until July 20, 1995 (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 & Naturalization Service
P.O. Box 960 - 207 E. 5th Ave.
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: [Redacted]
Title: Chief of Detention
Phone #: [Redacted]

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

Name: [Redacted]
Title: Warden
Phone #: [Redacted]

CONCURRENCE/FUNDING DATA:

1251/2501/Approved: [Redacted] ARC-RODDP
Approved ROBUD: [Redacted] 8/4/92

SIGNATURES & EXECUTION

U.S. Department of Justice
IMMIGRATION AND
NATURALIZATION SERVICE

For ARTHUR S. COOPER, III
Contracting Officer

Name of Person Authorized to Sign on Behalf of the Provider

Signature

Date Signed 8-21-92

Signature

Date Signed 8/5/92