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1. AGREEMENT NUMBER 70-91-0033	2. EFFECTIVE DATE October 1, 2002	3. REQUEST FOR DETENTION SERVICES (RDS) NO.
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4. ISSUING OFFICE  UNITED STATES MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, DC 20530-1000	5. LOCAL GOVERNMENT  NAME AND ADDRESS  Central Fall Detention Facility Corporation 950 High Street Central Falls, RI 02863  <i>Donald Wyatt Det. Ctr.</i>	FACILITY CODE(S) 3TB
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6. APPROPRIATION DATA 15X1020	Contact Person: Anthony Ventetulo Area Code & Telephone No: 401/826-9200 Fax 401/826-9300
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7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including guard/transportation services to medical facility and U. S. Courthouse, in accordance with the contents set forth herein  Mileage reimbursement per GSA Travel Regulations  * Straight-time ** Overtime	ESTIMATED USMS PRISONER DAYS  117,000  ESTIMATED GUARD HRS  10,000	PDs  GHs	FIXED PER DIEM RATE  \$89.95  \$15.87* \$24.69**	ESTIMATED ANNUAL PAYMENT  \$10,524,150.00  \$246,900.00

13. AGENCY CERTIFYING  
*To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.*

14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT  
  
*[Signature]*  
SIGNATURE  
  
7-2-03  
DATE  
  
ANTHONY VENTETULO JR EXEC DIR FOR CFDF CORP  
NAME (Type or Print) TITLE

15. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
<input checked="" type="checkbox"/> Adult Male	<input checked="" type="checkbox"/> Adult Male
<input checked="" type="checkbox"/> Adult Female	<input checked="" type="checkbox"/> Adult Female
<input type="checkbox"/> Juvenile	<input type="checkbox"/> Juvenile
<input type="checkbox"/> INS	<input type="checkbox"/> BOP

16. LEVEL OF USE

Minimum (0-249)  
 Medium (250-999)  
 Major (1000 +)

17. NAME OF AUTHORIZING OFFICIAL  
  
Debra Browne  
NAME  
  
*[Signature]*  
SIGNATURE  
  
JUN 6 2003  
DATE

#### ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Central Falls (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Central Falls Detention Facility Corporation (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

#### ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

#### ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to local prisoners, including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.
4. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.
5. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.
6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

#### ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.
3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.

#### ARTICLE V - PERIOD OF PERFORMANCE

This agreement shall be in effect for a period of ninety days or until such earlier date as terminated in writing by either party. This agreement shall be renewed automatically for successive and consecutive ninety day periods, under the same terms and conditions as set forth herein (subject to such amendments, adjustment or other modifications as may be made in accordance with the provisions hereof), indefinitely

or until such renewals are terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided at least ninety (90) days in advance of the effective date of formal termination of period or automatic renewal, and at least two (2) weeks in advance of a suspension or restriction of use, unless an emergency situation requires the immediate relocation of prisoners.

#### ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates established by this agreement shall be considered firm-fixed-price and are not subject to adjustment on the basis of Central Falls actual cost experience in providing the service. The per diem rate of \$89.95 will be in effect for a 15 month period. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
2. Performance Periods - For the purpose of price redetermination, the performance of this Agreement is divided into one-year periods. The first period shall extend from the effective date of the Agreement forward for twelve months, except in this initial Agreement with Central Falls whereby Agreement shall extend for 15 months. All succeeding periods shall begin on the anniversary date of the preceding period.
3. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (90) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.
4. Upon receipt of the data specified in paragraph 3, the Contract Specialist shall negotiate with Central Falls to determine fair and reasonable prices and price redetermination for services to be performed in the next succeeding period.
5. The Contract Specialist may use various price analysis techniques and procedures to ensure a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:
  - Comparison of previously proposed prices and previous Government and commercial contract prices with current proposed prices for the same or similar items;
  - Comparison of proposed prices with independent Government cost estimates;
  - Comparison of proposed prices with prices obtained through market research for the same or similar items;
  - Projection of cost trends, on the basis of current and historical cost or pricing data;

- The application of audited or negotiated indirect cost rates, labor rates, and cost of money or other factors;
- Evaluating the effect of current practices on future costs. In conducting this evaluation, the government will ensure that the effects of inefficient or uneconomical past practices are not projected into the future; and
- Cost realism analysis is the process of independently reviewing and evaluating specific elements of proposed cost estimate to determine whether the estimated proposed costs elements are realistic for the work to be performed.

5. The effective date of the rate modification will be negotiated and specified on the IGA/Modification form approved and signed by a USMS Contract Specialist. 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 IGA/Modification by the authorized Local Government official to the USMS.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE  
DISTRICT OF RHODE ISLAND  
PO BOX 1524  
PROVIDENCE, RI 02901  
(401) 528-5300

UNITED STATES MARSHALS SERVICE  
DISTRICT OF CONNECTICUT  
U. S. COURTHOUSE  
141 CHURCH STREET-MEZZANINE  
NEW HAVEN, CT 06510-2030  
(860) 523-3398

UNITED STATES MARSHALS SERVICE  
DISTRICT OF MAINE  
156 FEDERAL STREET  
PORTLAND ME 04101  
(207) 780-3355

UNITED STATES MARSHALS SERVICE  
DISTRICT OF MASSACHUSETTS  
U. S. DISTRICT COURT  
1 COURTHOUSE WAY, SUITE 1-500  
BOSTON, MA 02210  
(617) 748-2500

UNITED STATES MARSHALS SERVICE  
DISTRICT OF NEW HAMPSHIRE  
55 PLEASANT STREET, SUITE 207  
CONCORD, NH 03301-3941  
(603) 225-1632

UNITED STATES MARSHALS SERVICE  
DISTRICT OF VERMONT  
11 ELMWOOD AVENUE, SUITE 601  
BURLINGTON, VT 05402-0946  
(802) 951-6271

FEDERAL BUREAU OF PRISONS  
COMMUNITY CORRECTIONS  
FEDERAL BUREAU OF PRISONS  
411 7<sup>TH</sup> AVENUE, ROOM 1204  
PITTSBURGH, PA 15319  
(412) 664-6560

BUREAU OF IMMIGRATION AND  
CUSTOMS ENFORCEMENT  
EASTERN REGIONAL OFFICE  
70 KIMBALL AVENUE  
S. BURLINGTON, VT 05403  
(802) 660-1134

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. 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 Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.

4. Payment under this agreement will be due on the thirtieth (30<sup>th</sup>) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

**NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.**

#### ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

#### ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

#### ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, and its disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

#### ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bedspace made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

#### ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

#### ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. 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 mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.

2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

#### ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.
2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:
  - a. Using his or her official position for private gain;
  - b. Giving preferential treatment to any person;
  - c. Losing complete independence or impartiality;
  - d. Making an official decision outside official channels;
  - or
  - e. Affecting adversely the confidence of the public in the integrity of the government or the program.

#### ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:

- a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
  - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.
  3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
  4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
  5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement.

ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
  - a. Transportation and escort guard services will be performed by [REDACTED] qualified *b2* officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
  - b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
  - c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement

#### XVII - TRANSPORTATION/GUARD SERVICES TO AIRLIFT

1. Upon the request of the USM, the Local Government agrees to provide transportation and escort guard services for Federal prisoners in USMS custody to and from the applicable USMS airlift. The Local Government shall provide these transportation services/escort guard services for the District of Rhode Island, District of New Hampshire, District of Massachusetts, District of Connecticut, and District of Maine. The Local Government agrees to the following:
  - (a) Transportation and escort guard services will be performed by [REDACTED] b2 qualified officers employed by the Local Government under their policies, procedures and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control.
  - (b) Upon arrival at the airlift, transportation and escort guards will turn Federal prisoners over to Deputy U. S. Marshals only upon presentation by the Deputy of proper law enforcement credentials; and
  - (c) The Local Government will not transport Federal prisoners to the airlift without a specific request from the USM who will provide the prisoner's name, location (district), and the date prisoner is to be transported.
2. Each prisoner will be restrained in hand cuffs, waist chains, and leg irons during transportation.
3. Such services will be performed by qualified law enforcement personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to

augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to Federal prisoners on behalf of the USMS.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS, and its officials in their official and individual capacities from any liability, including third party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting Federal prisoners on behalf of the USMS.
6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement.

1. MODIFICATION NO. <p style="text-align: center;">SIX (6)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">January 1, 1999</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		4. LOCAL GOVERNMENT Central Falls Detention Facility Corp. <del>580 Broad Street</del> 950 HIGH STREET Central Falls, RI 02863	
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		5. IGA NO. 70-91-0033	
		6. FACILITY CODE(S) <p style="text-align: center;">3TB</p>	
		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">N/A</p>	
9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:			
<p>The purpose of this modification is to temporarily reduce the per diem rate from \$86.89 to \$85.94, pending review of USM-243 "COST SHEET FOR DETENTION SERVICES" submitted for the time frame of January 1999 through December 1999. The review of the USM-243 may create a further reduction in the per diem rate. The repayment schedule as stated in modification Two (2) remains unchanged.</p>			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT  Signature Contract Monitor <u>2/23/99</u> TITLE DATE for CFDF Corp		B. FEDERAL GOVERNMENT Debra Browne  Signature Contracting Officer <u>12/18/99</u> TITLE DATE	



1. MODIFICATION NO. ONE (1) Corrected 2/28/97		2. EFFECTIVE DATE OF MODIFICATION January 1, 1997	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Central Falls Detention Facility Corp. 580 Broad Street Central Falls, RI 02863		5. IGA NO. 70-91-0033
			6. FACILITY CODE(S) 3TB
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT N/A	
9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to adjust the per diem rate from \$86.89 to \$84.83 effective January 1, 1997, until the first payment in the amount of \$220,000 is received.			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE DATE		B. FEDERAL GOVERNMENT Vicki Lipov _____ Signature Contracting Officer _____ TITLE DATE FEB 28 1997	

1. MODIFICATION NO. <p style="text-align: center;">TWO (2)</p>	2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">January 1, 1997</p>
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3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Central Falls Detention Facility Corporation 580 Broad Street Central Falls, RI 02863	5. IGA NO. 70-91-0033
		6. FACILITY CODE(S) 3TB

7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>	8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">N/A</p>
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9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

Modification No. 1 is hereby cancelled in its entirety.

The purpose of this modification is to stipulate the per diem rate at \$86.89 effective January 1, 1997.

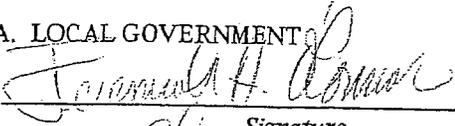
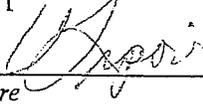
The per diem rate of \$86.89 is conditional based on the following 5-year repayment schedule:

Payment #1 (2/28/97)	\$ (220,000)
Payment #2 12/31/97	135,820
Payment #3 12/31/98	135,820
Payment #4 12/31/99	135,820
Payment #5 12/31/00	135,820
Payment #6 12/31/01	242,252

10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
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11. APPROVALS:

A. LOCAL GOVERNMENT  _____ Signature  _____ TITLE 3/21/97 _____ DATE	B. FEDERAL GOVERNMENT Vicki Lipov  _____ Signature Contracting Officer _____ TITLE MAR 7 1997 _____ DATE
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Modification of Intergovernmental Agreement

1. MODIFICATION NO. <p style="text-align: center;">Four (4)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">December 1, 1997</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT <p style="text-align: center;">Central Falls Detention Facility Corp. 580 Broad Street Central Falls, Rhode Island 02863</p>		5. IGA NO. 70-91-0033
			6. FACILITY CODE(S) <p style="text-align: center;">3TB</p>
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">N/A</p>	

9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

Delete Modification Three (3) in it's entirety.

Restate Article V to read as follows:

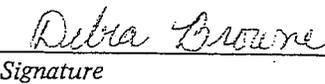
**"ARTICLE V - PERIOD OF PERFORMANCE**

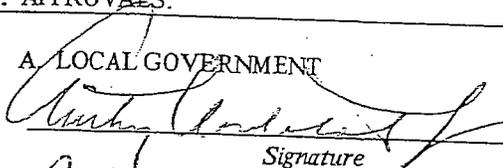
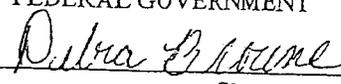
This agreement shall be in effect for a period of ninety days or until such earlier date as terminated in writing by either party. This agreement shall be renewed automatically for successive and consecutive ninety day periods, under the same terms and conditions as set forth herein (subject to such amendments, adjustments or other modifications as may be made in accordance with the provisions hereof), indefinitely or until such renewals are terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided at least ninety (90) days in advance of the effective date of formal termination of period or of automatic renewal, and at least two (2) weeks in advance of a suspension or restriction of use, unless an emergency situation requires the immediate relocation of prisoners."

10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
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11. APPROVALS:

A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT	
 Signature		 Signature	
<u>Contracting Officer</u> TITLE		<u>Contracting Officer</u> TITLE	
<u>12/17/97</u> DATE		<u>12/5/97</u> DATE	

MODIFICATION NO. <p style="text-align: center;">FIVE (5)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">1/1/97</p>	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Central Falls Detention Facility Corp. 580 Broad Street Central Falls, Rhode Island 02863	5. IGA NO. <p style="text-align: center;">70-91-0033</p>	6. FACILITY CODE(S) <p style="text-align: center;">3TB</p>
7. ACCOUNTING CITATION <p style="text-align: center;">15X1020</p>		8. ESTIMATED ANNUAL PAYMENT <p style="text-align: center;">N/A</p>	
9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  <p style="margin-left: 40px;">The purposes of this Modification (5) to IGA 70-91-0033 is to incorporate Article XVII as follows:</p> <p style="margin-left: 40px;">Continued on Page 2</p>			
10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:			
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
11. APPROVALS:			
A. LOCAL GOVERNMENT  _____ Signature  _____ Contract Manager TITLE 5/6/98 DATE		B. FEDERAL GOVERNMENT  _____ Signature Contracting Officer TITLE 3/12/98 DATE	

ARTICLE XVII - TRANSPORTATION/GUARD SERVICES TO AIRLIFT

1. Upon the request of the U. S. Marshal, the Local Government (Central Falls) agrees to provide transportation and escort guard services for Federal prisoners in U. S. Marshals Service (USMS) custody to and from the applicable (USMS) airlift. The Local Government shall provide these transportation services/escort guard services for the District of Rhode Island, District of New Hampshire, District of Massachusetts, District of Connecticut, and District of Maine. The Local Government agrees to the following:
  - b7C (a) Transportation and escort guard services will be performed by [REDACTED] [REDACTED] qualified officers employed by the Local Government under their policies, procedures and practices, and will augment such practices as may be requested by the U. S. Marshal to enhance specific requirements for security, prisoner monitoring, and contraband control.
  - (b) Upon arrival at the airlift, transportation and escort guards will turn Federal prisoners over to Deputy U.S. Marshals only upon presentation by the Deputy of proper law enforcement credentials; and
  - (c) The Local Government **will not** transport Federal prisoners to the airlift without a specific request from the U. S. Marshal who will provide the prisoner's name, location (district), and the date prisoner is to be transported.
2. Each prisoner will be restrained in hand cuffs, waist chains, and leg irons during transportation.
3. Such services will be performed by qualified law enforcement personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to augment such practices as may be requested by the U. S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.
4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the U. S. Marshals Service. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to Federal prisoners on behalf of the U. S. Marshals Service.

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70-91-0033

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3 of 3

5. Furthermore, the Local Government agrees to hold harmless and indemnify the U. S. Marshals Service, and its officials in their official and individual capacities from any liability, including third party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting Federal prisoners on behalf of the U. S. Marshals Service.
6. The Federal Government agrees to reimburse the Local Government at the rate established in IGA 70-91-0033 effective 1/1/97.

Except as modified above, all other terms and conditions remain unchanged and in full force and effect.