The purpose of this modification is to add Article XVIII (Guard/Transportation Services) to this agreement; all other terms and conditions remain unchanged.

Article XVIII. Guard/Transportation Services

A. Transport Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide all such air/ground
Continued ...
transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform services. These officers must be appropriately licensed and certified for those duties pursuant to the transportation regulations of the State of Missouri and the U.S. Department of Transportation. Transportation to and from off-site medical; or emergency medical service and transport to and from the Service Provider's detention facility and the ICE office in St. Louis, MO is included in the daily per diem rate.

All other transportation services will be reimbursed at the rate of $16.00 per hour for one (1) officer and $32.00 per hour for two (2) officers, and the related transportation mileage shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates.

B. Stationary/Escort Guard Services: The Service Provider shall, without any additional charge to ICE, provide stationary guard services during the initial eight (8) hours detainees are admitted to an outside medical facility. Thereafter, escort guard services for federal detainees housed at their facility admitted to a medical facility; and for detainees attending off-site court proceedings, services will be reimbursed in accordance with the rates listed in Section A of this Article. The Service Provider will not remove its guards at the end of the initial eight (8) hour period until ICE personnel relieve them.

An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or released to the appropriate ICE officials. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control at the order of the COTR.

C. Indemnities: Furthermore, the Service Provider agrees to...
Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting federal detainees on behalf of ICE.

D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.

E. Training and Compliance: The Service Provider shall comply with ICE transportation standards related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.

F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.

G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.

H. Billing Procedures: 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.

INVOICE INSTRUCTIONS:
Continued ...
Send one original invoice to the Program Office to Office of Detention & Removal Operations, 9747 NW Conant Ave, Kansas City, MO 64153. The Program Office Official must determine if goods/services have been received and accepted.

Vendor should not mail invoices directly to the Dallas Finance Center (DFC), Dallas Finance Center will not process an invoices without proper certification.

Also copy of the invoice will be sent to:

U.S. Department of Homeland Security Immigration and Customs Enforcement
Attn: Yolanda Jordan
Office of Acquisition Management
425 I Street NW, Room 2208
Washington, DC 20536