

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WINCHESTER CITY OF ATTN [REDACTED] 15 NORTH CAMERON STREET WINCHESTER VA 226014786	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21DIG000008
	10B. DATED (SEE ITEM 13) 02/22/2021

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 ACKNOWLEDGEMENT 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)
See Schedule

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

CHECK ONE	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.
X	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(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 AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 069380574

NJRDC POC: [REDACTED], 540-722-[REDACTED]
COR: [REDACTED], 703-285-[REDACTED]
CS: [REDACTED], 202-732-[REDACTED]
CO: [REDACTED], 202-732-[REDACTED]

The purpose of this administrative modification is to update the following information in PRISM:

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A as heretofore changed remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
WINCHESTER CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>1) For CLIN 0001:</p> <p>a) Update "Delivery Location" info to revise delivery date from 03/22/2021 to state 02/22/2021, to correct a typographical error.</p> <p>b) Update "Funding" info to allow funding on Task/Delivery Orders.</p> <p>2) Add the following instruction to this Inter-Governmental Service Agreement (IGSA) regarding public disclosure of information: "Note: There shall be no public disclosures regarding this agreement made by the Provider without review and approval of such disclosure by ICE."</p> <p>With this Modification, the total value of this Inter-Governmental Service Agreement (IGSA) remains unchanged at [REDACTED].</p> <p>All other terms and conditions of this Inter-Governmental Service Agreement (IGSA) remain unchanged.</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services for Winchester, VA</p> <p>Guaranteed Minimum (GM) of [REDACTED] beds at a bed day rate of [REDACTED] per detainee Obligation Amount: \$0.00 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WINCHESTER CITY OF ATTN [REDACTED] 15 NORTH CAMERON STREET WINCHESTER VA 226014786	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21DIG000008
		10B. DATED (SEE ITEM 13) 02/22/2021

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 ACKNOWLEDGEMENT 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)
See Schedule

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

CHECK ONE	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(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) X Other Administrative Action

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

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

DUNS Number: 069380574

NJRDC POC: [REDACTED] 540-722-[REDACTED]
COR: [REDACTED], 703-285-[REDACTED]
CS: [REDACTED], 202-732-[REDACTED]
CO: [REDACTED], 202-732-[REDACTED]

The purpose of this administrative modification is to:

1) For CLIN 0001, increase the Bed Day Rate by [REDACTED], from [REDACTED].

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
WINCHESTER CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>With this Modification, the total value of this Inter-Governmental Service Agreement (IGSA) is increased:</p> <p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED]</p> <p>All other terms and conditions of this Inter-Governmental Service Agreement (IGSA) remain unchanged.</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services for Winchester, VA Guaranteed Minimum (GM): [REDACTED] beds</p> <p>With this Modification (P00002):</p> <p>The Bed Day Rate is increased by [REDACTED], from [REDACTED] per detainee to [REDACTED] per detainee. Obligation Amount: \$0.00 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				

2. CONTRACT NO. 70CDCR21DIG000008
 3. AWARD/EFFECTIVE DATE _____
 4. ORDER NUMBER _____
 5. SOLICITATION NUMBER _____
 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: a. NAME [REDACTED] b. TELEPHONE NUMBER (No collect calls) 202-923-[REDACTED] 8. OFFER DUE DATE/LOCAL TIME _____

9. ISSUED BY CODE 70CDCR
 DETENTION COMPLIANCE AND REMOVALS
 U.S. Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I ST NW, [REDACTED]
 WASHINGTON DC 20536

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS: _____
 SIZE STANDARD: _____

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE
 12. DISCOUNT TERMS Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING _____
 14. METHOD OF SOLICITATION RFO IFB RFP

15. DELIVER TO CODE ICE/ERO
 ICE Enforcement & Removal
 Immigration and Customs Enforcement
 801 I Street, NW
 [REDACTED]
 Washington DC 20536

16. ADMINISTERED BY CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, [REDACTED]
 Washington DC 20536

17a. CONTRACTOR/OFFEROR CODE 0693805740000 FACILITY CODE _____
 WINCHESTER CITY OF
 ATTN [REDACTED]
 15 NORTH CAMERON STREET
 WINCHESTER VA 226014786
 TELEPHONE NO. 5406671815 [REDACTED]

18a. PAYMENT WILL BE MADE BY CODE ICE-ERO-FHQ-CAD
 DHS, ICE
 Burlington Finance Center
 P.O. Box 1620
 Attn: ICE-ERO-FHQ-CAD
 Williston VT 05495-1620

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 069380574 DUNS: 06938054 ----- NJRDC POC: [REDACTED] 540-722-[REDACTED] [REDACTED] COR: [REDACTED] 703-285-[REDACTED] [REDACTED] CS: [REDACTED] 202-732-[REDACTED] [REDACTED] CO: [REDACTED] 202-732-[REDACTED] [REDACTED] (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) [REDACTED]

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

CONTRACTOR [REDACTED]
 (Type or print) Superintendent
 30c. DATE SIGNED 2/18/2021
 [REDACTED]
 [REDACTED]
 [REDACTED]

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>-----</p> <p>The purpose of 70CDCR21DIG0000008 is to establish an Inter-Governmental Service Agreement (IGSA) between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and City of Winchester, VA for the provision of detention services for ICE detainees at the Northwestern Regional Juvenile Detention Center (NJRDC) located at 145 Fort Collier Road, Winchester, VA 22603</p> <p>This agreement does not obligate any funds. Services shall only be provided when authorized through a funded Task Order. The Service Provider shall not accept any instruction that results in a change to the services detailed in this IGSA from an entity or individual other than the Contracting Officer.</p> <p>Period of Performance will be for 60 months (02/22/2021-02/21/2026).</p> <p>The following documents constitute the complete agreement and are hereby incorporated directly or by reference:</p> <ul style="list-style-type: none"> • Intergovernmental Service Agreement (IGSA) • NJRDC Proposal dated 01/25/2021 • ICE National Detention Standards (NDS) 2019 <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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WINCHESTER CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>• Attachment 1 - Wage Determination Number: 2015-4307, Rev. 9-4343 Rev 14</p> <p>• Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts</p> <p>• Attachment 3 - Quality Assurance Surveillance Plan (QASP)/PRS/CDR</p> <p>• Attachment 4 - Compliance Inspection Worksheet for ICE Juvenile Detention Facilities</p> <p>• Attachment 5 - PREA Regulations</p> <p>• Attachment 6 - G-391 Data Collection Categories and Descriptions</p> <p>• Attachment 7 - Quality Control Plan (TO BE PROVIDED BY THE SERVICE PROVIDER PRIOR TO AWARD) Delivery: 03/22/2021</p> <p>Detention Services for Winchester, VA</p> <p>Guaranteed Minimum (GM) of [REDACTED] beds at a bed day rate of [REDACTED] per detainee Obligation Amount: \$0.00 Fully Funded Obligation Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Invoice Instructions: ICE - ERO Contracts Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: DHS, ICE Financial Operations - Burlington Continued . . .</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR

WINCHESTER CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P.O. Box 1620 Williston, VT 05495-1620 ATTN: ICE-ERO/FOD-FDT</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile: Alternative Invoices shall be submitted to: (802)-288-7658 Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable: (i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; Continued ...</p>				

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
WINCHESTER CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
WINCHESTER CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
WINCHESTER CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>d. Other Direct Charges (e.g.. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

WINCHESTER CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Sensitive Personally Identifiable Information (March 2012) found at [REDACTED]</p> <p>f for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 26.</p>				

70CDCR21DIG000008
INTERGOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF HOMELAND SECURITY

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

ENFORCEMENT AND REMOVAL OPERATIONS

AND

NORTHWESTERN REGIONAL JUVENILE DETENTION CENTER COMMISSION

This Intergovernmental Service Agreement (“Agreement”) is entered into between the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (“ICE”), and the Northwestern Regional Juvenile Detention Center (“**Service Provider**”) for the detention and care of aliens (“**detainees**”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institution(s):

Northwestern Regional Juvenile Detention Center
145 Fort Collier Rd.
Winchester, VA 22603

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- Intergovernmental Service Agreement (IGSA) 70CDCR21DIG000008
- Proposal dated January 25, 2021

- ICE National Detention Standards (NDS) 2019
- Attachment 1 - Wage Determination Number: 2015-4343 Rev 14
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Quality Assurance Surveillance Plan (QASP)/PRS/CDR

70CDCR21DIG000008

- Attachment 4 – Compliance Inspection Worksheet for ICE Juvenile Detention Facilities
- Attachment 5 - PREA Regulations
- Attachment 6 - Quality Control Plan (TO BE PROVIDED BY THE SERVICE PROVIDER PRIOR TO AWARD)

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Northwestern Regional Juvenile Detention Center and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Northwestern Regional Juvenile Detention
Center
145 Fort Collier Rd.
Winchester, VA 22603

Signature: _____

Signature _____

Date: _____

Date: 2/17/21

70CDCR21DIG000008
INTERGOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF HOMELAND SECURITY

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

ENFORCEMENT AND REMOVAL OPERATIONS

AND

NORTHWESTERN REGIONAL JUVENILE DETENTION CENTER COMMISSION

This Intergovernmental Service Agreement (“Agreement”) is entered into between the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (“ICE”), and the Northwestern Regional Juvenile Detention Center (“**Service Provider**”) for the detention and care of aliens (“**detainees**”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institution(s):

Northwestern Regional Juvenile Detention Center
145 Fort Collier Rd.
Winchester, VA 22603

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- Intergovernmental Service Agreement (IGSA) 70CDCR21DIG000008
- Proposal dated January 25, 2021

- ICE National Detention Standards (NDS) 2019
- Attachment 1 - Wage Determination Number: 2015-4343 Rev 14
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Quality Assurance Surveillance Plan (QASP)/PRS/CDR

70CDCR21DIG000008

- Attachment 4 – Compliance Inspection Worksheet for ICE Juvenile Detention Facilities
- Attachment 5 - PREA Regulations
- Attachment 6 - Quality Control Plan (TO BE PROVIDED BY THE SERVICE PROVIDER PRIOR TO AWARD)

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Northwestern Regional Juvenile Detention Center and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Northwestern Regional Juvenile Detention
Center
145 Fort Collier Rd.
Winchester, VA 22603

Signature: _____

Signature: _____

Date: _____

Date: _____

Article 1. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detained juveniles meet the criteria for secure custody; which is listed under paragraph 21 of the Flores Settlement Agreement are charged with criminal violations and are only held in custody to assure their presence throughout the administrative immigration hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- C. Rates: This is a fixed rate contract, not a cost reimbursable, with respect to the bed day rate for [redacted] detained juveniles. ICE agrees to maintain a minimum population of at least [redacted] detained juveniles, subject to the provisions contained within this Agreement. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate:	[redacted] per
Detainee Transport/Escort /Stationary Services Rate:	\$0.00 per hour
Transport/Escort/Stational Services Rate (overtime):	\$0.00 per hour

If this IGSA contains a population guarantee, ICE will not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and severe or adverse weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

Article 2. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Northwestern Regional Juvenile Detention Center satisfactorily meets ICE requirements for detention services.

- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detained juveniles to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in a Task Order to this Agreement.

- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detained juveniles in a facility other than the Northwestern Regional Juvenile Detention Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detained juveniles to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article 3. Covered Services

- A. Bed space. The Service Provider shall provide up to █ juvenile beds at the Northwestern Regional Juvenile Detention Center for more than seventy-two (72) hours understanding that a juvenile could stay for a shorter duration. The Service Provider shall house juveniles in the same unit if possible; however, Service Provider may spread the detained juveniles throughout the population if necessary. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.

- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

C. Unit of service and financial liability. The unit of service is called a “Bed Day” and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detained juveniles. Such unallowable costs include but are not limited to:

- 1) Salaries of elected officials
- 2) Salaries of employees not directly engaged in the housing and detention of detained juveniles
- 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
- 4) Detainee services which are not provided to, or cannot be used by, Federal detained juveniles
- 5) Operating costs of facilities not utilized by Federal detained juveniles
- 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
- 7) Legal or professional fees (including legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detained juveniles or inmates)
- 8) Contingencies

D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll-free line. The Service Provider shall provide all instructions verbally, either in English or the detained juveniles’ language, as appropriate, to detained juveniles who cannot read.

E. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision becomes effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

Article 4. Receiving and Discharging Detainees

A. Required Activity: The Service Provider shall receive and discharge detained juveniles only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of and satisfactory inspection of valid U.S. Government identification will constitute

“proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detained juveniles. The Service Provider shall ensure positive identification and recording of detained juveniles and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

- B. Emergency Situations: ICE detained juveniles shall not be released from the Facility into the custody of other non-ICE Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detained juveniles: The Service Provider shall not release ICE detained juveniles from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detained juvenile is sought for federal, state, or local proceedings, only ICE may authorize release of the detained juvenile for such purposes. The Service Provider shall contact the COR or designated ICE official immediately regarding any such requests.
- D. Safe Release: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detained juveniles in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify ICE within two hours, or at a reasonable time thereafter, not to exceed 4 hours, of such evacuation.
- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detained juvenile if such refusal is supported by a valid justification and agreed to by the COR. ICE hereby agrees to the following examples of valid justification for refusal: any detained juvenile exhibiting excessively violent or excessively disruptive behavior, or any detained juvenile found to have a medical condition that requires medical care beyond the scope of the Service Provider’s health care provider. In the case of a detained juvenile already in custody, the Service Provider shall notify ICE and request such removal of the detained juvenile from the Facility. The Service Provider shall allow ICE reasonable time (not to exceed 72 hours) to make alternative arrangements for the detained juvenile.

- F. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detained juveniles in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the COR or designated ICE official within two (2) hours of evacuation.
- G. Afford ICE detained juveniles, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, foreign consular personnel, and representatives of pro bono organizations.
- H. With the permission of ICE COR, permit ICE detained juveniles reasonable access to presentations by legal rights groups and groups recognized by ICE consistent with good security and order
- I. Afford each ICE detained juvenile with reasonable access to legal materials for his or her case. ICE will provide the legal materials at no cost to the Service Provider. The Service Provider will provide space to accommodate legal materials at no additional cost to ICE. (Note: The ICE may waive this requirement where the average length of detention is 30 days or less.)
- J. Afford ICE detained juveniles reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of pro bono organizations as directed under the Service Provider's existing visiting policies.
- K. Provide ICE detained juveniles with access to recreational programs and activities as described in the Flores Settlement Agreement (see pages 43-36 of Attachment 4: Compliance Inspection Worksheet for ICE Juvenile Detention Facilities and the ICE Recreation Standards to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

Article 5. ICE National Detention Standards and Other Applicable Standards

The parties to this IGSA agree to enter into negotiations if and when ACA standards and/or ICE Required Components for Juvenile Facilities Housing ICE Youth is updated. This agreement will be modified in writing upon mutual agreement.

Article 6. Medical Services

- A. If it is determined that ICE Health Service Corps will not provide direct patient care services at this location, the Service Provider shall be responsible for providing health care services for ICE detained juveniles at the Facility in accordance with NDS 2019,

the Flores Settlement Agreement, and/or the ICE Family Residential Standards, including but not limited to; intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary along with all required vaccinations per the CDC recommendations and IHSC policy for certain populations. On site routine labs and CLIA waived testing (see attached appendix) will be a requirement of the Service Provider. Off-site labs must be approved through the Medpar system and will be paid for by IHSC. Medical supplies will also be provided at no additional cost to the government or the ICE detained alien. All of the above costs will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include; approved non-formulary meds, or any approved newly marketed med not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for payment for retail purchases of medications and durable medical equipment will be made available through the IHSC Field Medical Coordinator (FMC).

- B. In the event of a medical emergency, the Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if needed. The Service Provider shall notify ICE immediately regarding the nature of the transferred detained juvenile's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Service Provider or detained juvenile incur any financial liability related to such services. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post approval for emergent care will be the IHSC FMC assigned to this location.
- C. The Service Provider shall furnish a twenty-four (24) hour/seven day per week emergency medical care contact list which must include local hospitals and other offsite service providers. The Service Provider shall ensure they have access to an offsite emergency medical provider at all times.
- D. The Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility. The service provider must provide training on all emergency plans to the onsite medical staff.
- E. A true copy of a detained juvenile's medical records shall be transferred with the detained juvenile upon request of the detained juvenile. Otherwise a medical transfer summary shall accompany the detained juvenile outlining necessary care during transit that includes current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel.

- F. The Service Provider shall ensure that all health care providers utilized for ICE detained juveniles hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract.
- G. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detained juvenile a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detained juveniles receive no lower level of onsite medical care and services than those it provides to local inmates, and as spelled out in NDS 2019.
- H. The Flores Settlement Agreement requires a complete medical examination (including screening for infectious diseases) within 48 hours of admission, excluding weekends and holidays, unless the minor was recently examined at another facility. Arrival screening shall include, at a minimum, all questions captured on the IHSC 795-A or equivalent. Required testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method and recording the history of past and present illnesses (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also contain height, weight, and a complete set of vital signs (BP, P, T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern.
- I. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, NDS 2019, National Commission on Correctional Health Care (NCCHC), and ACA standards with the expectation to provide custody oversight and medication as needed. In addition, as required by the Flores Settlement Agreement:
 - a. at least one individual counseling session will be provided per week conducted by trained social work staff with the specific objectives of reviewing the minor's progress, establishing new short-term objectives, and address both the developmental and crisis-related needs of the minor; and
 - b. group counseling sessions at least twice per week. This is usually an informal process that takes place with all of the minors present and is a time when new minors are given the opportunity to get acquainted with staff, other children and the roles of the program. It is an open forum where everyone gets a chance to speak. Daily program management is

discussed and decisions are made about recreational activities etc. and is a forum for staff and minors to discuss whatever is on their minds and resolve problems.

- J. Detained juveniles with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the NDS 2019, the Family Residential Standards, National Commission on Correctional Health Care (NCCHC) and American Correctional Association Standards based on which standards are applicable under this agreement. In addition, **any juvenile (pediatric or adolescent) seen for a scheduled medical, dental or mental health appointment will have a weight, blood pressure, temperature, and pulse taken and recorded in the record.** This does not include the weekly mental health wellness check conducted for each juvenile.
- K. If the Service Provider determines that an ICE detained juvenile has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE through the Field Office representative. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detained juvenile.
- L. The Service Provider shall release any and all medical information for ICE detained juveniles to the IHSC representatives upon request.

The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org/>.

- M. The Health Authority of the Service Provider shall notify the ICE contact and/or FMC as soon as possible if emergency care was obtained off site; and in no case more than seventy-two (72) hours after detained juvenile is in receipt of such care. Authorized payment for all offsite medical services for the initial emergency need and for medical and/or mental health care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345
Phone: (800) 479-0523
Fax: (512) 460-5538

- N. The Service Provider shall allow IHSC Field Medical Coordinators, Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detained juveniles for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. § 164.512 (k)(5)(i).

- O. The Service Provider shall provide ICE detained juvenile medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. § 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
 - a. The provision of health care to such individuals;
 - b. The health and safety of such individual or other inmates;
 - c. The health and safety of the officers or employees of or others at the correctional institution;
 - d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 - e. Law enforcement on the premises of the correctional institution;
 - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
 - g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

P. Tuberculosis Screening

The Service Provider will perform TB screening as part of the routine intake screening, within 12 hours of detained juvenile admission if the juvenile is suspected of having or is suspected of being exposed to TB disease. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detained juveniles who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detained juveniles who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)] and result with a TST interpretation or IGRA positive for TB infection and no symptoms suggestive of TB disease must be evaluated with a chest radiograph within 5 days after the TST is interpreted or IGRA result is received.

Detained juveniles who are identified with confirmed or suspected active TB (e.g.,

symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the NDS and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. It is not necessary to house detained juveniles separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detained juveniles who refuse the screening assessment for TB.

The Service Provider will notify IHSC and the local health department of all detained juveniles with confirmed or suspected TB disease, including detained juveniles with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detained juvenile with confirmed or suspected TB disease. Notification to local health departments shall identify the detained juvenile as being in ICE custody and shall include the alien number with other identifying information. For detained juveniles with confirmed or suspected TB disease, the Service Provider will coordinate with IHSC and the local health department prior to release to facilitate release planning and referrals for continuity of care.

The service provider will evaluate detained juveniles annually for symptoms, consistent with TB, within one year of the previously documented TB evaluation. For detained juveniles initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detained juveniles initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

Q. Radiology Service Provider

If the service provider utilizes tele-radiology for Tuberculosis screening, the requirement should be built into the established bed day rate for this IGSA.

R. Airborne precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

Article 7. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detained juveniles shall not be required

to perform manual labor.

Article 8. Period of Performance

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of Northwestern Regional Juvenile Detention Center and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party may terminate this Agreement provided it supplies written notice of its intention to terminate the agreement, the reason for such termination and it is received ninety (90) days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 11. If this Agreement is terminated by either party under this Article, ICE will not be under any financial obligation for any costs related to and arising out of the Agreement after the effective date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

Article 9. Inspections, Audit, Surveys, and Tours

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE, to conduct inspections of the Facility, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Facilities holding detained juveniles are evaluated in accordance with Attachment 4 of this agreement. To this end, the ratings are scored as: *Acceptable, Deficient, At-Risk or Not Applicable*. ICE will not house detained juveniles in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detained juveniles from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detained juveniles are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply with the ratings as described in Paragraph B, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service

Provider shall cooperate fully with the COR and inspectors contracted by ICE.

- E. Access to Detained juvenile and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detained juvenile held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detained juvenile's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detained juvenile's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

Article 10. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

B. Change Orders:

1. The Contracting Officer may at any time, and by written change order, make changes within the general scope of this Agreement in any one or more of the following:

(a) Description of services to be performed, including revisions to the applicable Detention Standards.

2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider

from proceeding with the Agreement as changed.

- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article 11. Adjusting the Bed Day Rate

ICE will reimburse the Service Provider at the fixed detained juvenile bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law). After thirty-six (36) months, the Service Provider may request a rate by accessing the link at <https://edes.usdoj.gov/igaice/> for access to the ICE Automated Intergovernmental Agreement (eIGA) System for instructions on preparing your Jail Operating Expense Information Form. There is a Facility Guide available on the website to assist you. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official, written request for a bed day rate adjustment that is supported by documentation, the fixed bed day rate as stated in this Agreement will be in place indefinitely. ICE shall issue a determination to accept or reject a written request from the Service Provider for a rate adjustment of bed day rate within ninety (90) days of the date of such written request. In the event the rate adjustment is denied or ICE fails to respond to Service Provider's request for rate adjustment within such ninety-day period, Service Provider shall have the right to terminate this Agreement in accordance with Article 8. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As the bed day rate is fixed, there are no retroactive adjustment(s).

Article 12. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify its financial institution and related information on Standard Form 3881, Automated Clearing

House (ACH) Vendor Miscellaneous Payment Enrollment Form_ <http://www.fms.treas.gov/pdf/3881.pdf> . The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

1. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-ERO-FOD-FDG

2. By fax: (include a cover sheet with point of contact and number of pages)

802-288-7658

3. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The Service Provider's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detained juvenile;
11. Resident's/detained juvenile's A-number;
12. Specific dates of detention for each resident/detained juvenile;
13. An itemized listing of all other charges;

14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detained juvenile(s) that was guarded.

Items 1 through 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.

- B. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the federal government's check, or the date it executes an electronic transfer of funds, constitutes the payment date.

Article 13. Transportation

- A. The service provider shall be responsible for all transportation with the exception of intake, release, and Immigration court proceedings. ICE officers will transport juvenile detained juveniles for all intake, release, and Immigration court proceedings.
- B. Medical Transportation: The Service Provider shall provide transportation and escort guard services for ICE detained juveniles to and from a medical facility for outpatient care. An officer or officers shall keep the detained juvenile under constant supervision twenty-four (24) hours per day until the detained juvenile is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detained juvenile monitoring, visitation, and contraband control.

The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detained juvenile to a hospital location. An officer(s) shall keep the detained juvenile under supervision 24 hours per day until the detained juvenile is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detained juvenile to the Facility. The Service Provider will ensure that at least one officer responsible for the security of the detained juvenile while he/she is an in-patient a hospital will be of the same sex as the detained juvenile.

Article 14. Hold Harmless Provisions

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of

its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE in writing of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.

- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the laws of the Commonwealth of Virginia. Nothing herein shall waive the application of sovereign immunity to the Service Provider. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government shall have no liability to Service Provider for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration by ICE under this Agreement and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the Department of Justice, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the Department of Justice be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 15. Financial Records

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (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 three (3) year period, whichever is later.

- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, 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.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article 16. Labor Standards and Wage Determination

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of [REDACTED], or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 2 - Wage Determination)

Article 17. Notification and Public Disclosures

Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, applicable regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA is a public document and shall be subject to public disclosure.

Article 18. Incident Reporting

The COR shall be notified immediately (as reasonably feasible) in the event of all serious incidents pertaining to ICE detained juveniles. The COR will provide after-hours contact information to the Service Provider at the time of award.

Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detained juvenile admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Article 19. Detainee Privacy

The Service Provider agrees to comply with The Privacy Act of 1974, 5 U.S.C. § 552a (“Privacy Act”) and the agency rules and regulations issued under the Privacy Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and In the event of violations of the Privacy Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Privacy Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.

1. “Operation of a system of records,” as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.



2. “Record,” as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
3. “System of records on individuals,” as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 20. Zero Tolerance for Sexual Harassment, Abuse, and Assault

ICE has a zero-tolerance standard regarding rape and sexual assault in the Facility. The Service Provider shall affirmatively act to prevent sexual abuse and assaults on detained juveniles. Every allegation will be reviewed, and, where warranted, referred for criminal prosecution consistent with a zero-tolerance standard.

End of Document

01320 - Service Order Dispatcher	16.84
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	16.34
01612 - Word Processor II	18.35
01613 - Word Processor III	20.53
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.59
05010 - Automotive Electrician	21.02
05040 - Automotive Glass Installer	20.31
05070 - Automotive Worker	20.31
05110 - Mobile Equipment Servicer	18.89
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.31
05190 - Motor Vehicle Mechanic	21.73
05220 - Motor Vehicle Mechanic Helper	18.18
05250 - Motor Vehicle Upholstery Worker	19.61
05280 - Motor Vehicle Wrecker	20.31
05310 - Painter Automotive	21.02
05340 - Radiator Repair Specialist	20.31
05370 - Tire Repairer	16.38
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.16
07041 - Cook I	13.23
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	11.73
07210 - Meat Cutter	17.58
07260 - Waiter/Waitress	10.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.08
09040 - Furniture Handler	15.80
09080 - Furniture Refinisher	20.08
09090 - Furniture Refinisher Helper	17.13
09110 - Furniture Repairer Minor	18.77
09130 - Upholsterer	20.08
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.98
11060 - Elevator Operator	11.62
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer Grounds Maintenance	15.20
11240 - Maid or Houseman	11.26
11260 - Pruner	14.55
11270 - Tractor Operator	16.48
11330 - Trail Maintenance Worker	15.20
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	19.98
12011 - Breath Alcohol Technician	19.98
12012 - Certified Occupational Therapist Assistant	27.41
12015 - Certified Physical Therapist Assistant	27.98
12020 - Dental Assistant	19.57
12025 - Dental Hygienist	41.20
12030 - EKG Technician	35.34
12035 - Electroneurodiagnostic Technologist	35.34
12040 - Emergency Medical Technician	19.98
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35

12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.36
12130 - Medical Laboratory Technician	25.39
12160 - Medical Record Clerk	16.29
12190 - Medical Record Technician	19.98
12195 - Medical Transcriptionist	18.40
12210 - Nuclear Medicine Technologist	43.89
12221 - Nursing Assistant I	12.36
12222 - Nursing Assistant II	13.90
12223 - Nursing Assistant III	15.17
12224 - Nursing Assistant IV	17.03
12235 - Optical Dispenser	20.58
12236 - Optical Technician	17.86
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	16.46
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	24.74
12320 - Substance Abuse Treatment Counselor	21.21
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.54
13012 - Exhibits Specialist II	29.16
13013 - Exhibits Specialist III	35.67
13041 - Illustrator I	23.54
13042 - Illustrator II	29.16
13043 - Illustrator III	35.67
13047 - Librarian	33.88
13050 - Library Aide/Clerk	18.74
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	23.54
13061 - Media Specialist I	21.04
13062 - Media Specialist II	23.54
13063 - Media Specialist III	26.23
13071 - Photographer I	21.04
13072 - Photographer II	23.54
13073 - Photographer III	29.16
13074 - Photographer IV	35.67
13075 - Photographer V	43.15
13090 - Technical Order Library Clerk	23.54
13110 - Video Teleconference Technician	21.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	29.05
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06

15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	40.98
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	25.95
15085 - Maintenance Test Pilot Fixed Jet/Prop	47.40
15086 - Maintenance Test Pilot Rotary Wing	47.40
15088 - Non-Maintenance Test/Co-Pilot	47.40
15090 - Technical Instructor	25.43
15095 - Technical Instructor/Course Developer	31.11
15110 - Test Proctor	23.03
15120 - Tutor	23.03
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.52
16030 - Counter Attendant	10.52
16040 - Dry Cleaner	13.25
16070 - Finisher Flatwork Machine	10.52
16090 - Presser Hand	10.52
16110 - Presser Machine Drycleaning	10.52
16130 - Presser Machine Shirts	10.52
16160 - Presser Machine Wearing Apparel Laundry	10.52
16190 - Sewing Machine Operator	14.20
16220 - Tailor	15.07
16250 - Washer Machine	11.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.66
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	25.34
21040 - Material Expediter	25.34
21050 - Material Handling Laborer	13.90
21071 - Order Filler	14.93
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	17.55
21130 - Shipping/Receiving Clerk	17.55
21140 - Store Worker I	18.74
21150 - Stock Clerk	21.32
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.72
23019 - Aircraft Logs and Records Technician	21.13
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	25.72
23023 - Aircraft Mechanic III	26.51
23040 - Aircraft Mechanic Helper	19.61
23050 - Aircraft Painter	22.66
23060 - Aircraft Servicer	21.13
23070 - Aircraft Survival Flight Equipment Technician	22.66
23080 - Aircraft Worker	21.90
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.90
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.89
23110 - Appliance Mechanic	22.66
23120 - Bicycle Repairer	20.19
23125 - Cable Splicer	26.02
23130 - Carpenter Maintenance	21.40
23140 - Carpet Layer	21.90
23160 - Electrician Maintenance	27.98
23181 - Electronics Technician Maintenance I	21.90
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	24.50
23260 - Fabric Worker	21.13

23290 - Fire Alarm System Mechanic	23.43
23310 - Fire Extinguisher Repairer	20.37
23311 - Fuel Distribution System Mechanic	23.43
23312 - Fuel Distribution System Operator	20.37
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	21.13
23382 - Ground Support Equipment Worker	21.90
23391 - Gunsmith I	20.37
23392 - Gunsmith II	21.90
23393 - Gunsmith III	23.43
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.38
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.10
23430 - Heavy Equipment Mechanic	24.70
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	23.43
23465 - Laboratory/Shelter Mechanic	22.66
23470 - Laborer	14.98
23510 - Locksmith	22.66
23530 - Machinery Maintenance Mechanic	25.54
23550 - Machinist Maintenance	24.60
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	23.43
23592 - Metrology Technician II	24.18
23593 - Metrology Technician III	24.93
23640 - Millwright	25.33
23710 - Office Appliance Repairer	22.22
23760 - Painter Maintenance	22.66
23790 - Pipefitter Maintenance	23.85
23810 - Plumber Maintenance	23.07
23820 - Pneudraulic Systems Mechanic	23.43
23850 - Rigger	23.43
23870 - Scale Mechanic	21.90
23890 - Sheet-Metal Worker Maintenance	26.42
23910 - Small Engine Mechanic	23.62
23931 - Telecommunications Mechanic I	28.17
23932 - Telecommunications Mechanic II	29.10
23950 - Telephone Lineman	30.15
23960 - Welder Combination Maintenance	22.91
23965 - Well Driller	23.43
23970 - Woodcraft Worker	23.43
23980 - Woodworker	20.37
24000 - Personal Needs Occupations	
24550 - Case Manager	15.64
24570 - Child Care Attendant	12.19
24580 - Child Care Center Clerk	14.78
24610 - Chore Aide	11.63
24620 - Family Readiness And Support Services Coordinator	15.64
24630 - Homemaker	16.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.43
25040 - Sewage Plant Operator	22.22
25070 - Stationary Engineer	23.43
25190 - Ventilation Equipment Tender	19.61
25210 - Water Treatment Plant Operator	22.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.44
27007 - Baggage Inspector	13.29
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	15.60
27040 - Detention Officer	22.80

27070 - Firefighter	25.24
27101 - Guard I	13.29
27102 - Guard II	15.60
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.51
28042 - Carnival Equipment Repairer	12.00
28043 - Carnival Worker	9.25
28210 - Gate Attendant/Gate Tender	16.26
28310 - Lifeguard	12.75
28350 - Park Attendant (Aide)	18.19
28510 - Recreation Aide/Health Facility Attendant	13.28
28515 - Recreation Specialist	22.54
28630 - Sports Official	14.49
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.98
29020 - Hatch Tender	21.98
29030 - Line Handler	21.98
29041 - Stevedore I	21.13
29042 - Stevedore II	22.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.08
30021 - Archeological Technician I	19.53
30022 - Archeological Technician II	22.00
30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	27.27
30040 - Civil Engineering Technician	25.14
30051 - Cryogenic Technician I	29.89
30052 - Cryogenic Technician II	33.01
30061 - Drafter/CAD Operator I	19.53
30062 - Drafter/CAD Operator II	22.00
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	29.89
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	26.85
30095 - Evidence Control Specialist	23.89
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	29.89
30222 - Latent Fingerprint Technician II	33.01
30240 - Mathematical Technician	27.12
30361 - Paralegal/Legal Assistant I	21.47
30362 - Paralegal/Legal Assistant II	26.60
30363 - Paralegal/Legal Assistant III	32.54
30364 - Paralegal/Legal Assistant IV	39.37
30375 - Petroleum Supply Specialist	29.22
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	29.22
30461 - Technical Writer I	25.14
30462 - Technical Writer II	30.76
30463 - Technical Writer III	37.21
30491 - Unexploded Ordnance (UXO) Technician I	28.53
30492 - Unexploded Ordnance (UXO) Technician II	34.51
30493 - Unexploded Ordnance (UXO) Technician III	41.37
30494 - Unexploded (UXO) Safety Escort	28.53
30495 - Unexploded (UXO) Sweep Personnel	28.53
30501 - Weather Forecaster I	29.89

30502 - Weather Forecaster II	36.36
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer Senior	(see 2) 27.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.51
31020 - Bus Aide	17.13
31030 - Bus Driver	20.85
31043 - Driver Courier	14.33
31260 - Parking and Lot Attendant	15.81
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.21
31361 - Truckdriver Light	15.66
31362 - Truckdriver Medium	17.90
31363 - Truckdriver Heavy	20.74
31364 - Truckdriver Tractor-Trailer	20.74
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.83
99030 - Cashier	10.43
99050 - Desk Clerk	11.16
99095 - Embalmer	28.53
99130 - Flight Follower	28.53
99251 - Laboratory Animal Caretaker I	13.32
99252 - Laboratory Animal Caretaker II	13.84
99260 - Marketing Analyst	24.93
99310 - Mortician	28.53
99410 - Pest Controller	23.06
99510 - Photofinishing Worker	14.99
99710 - Recycling Laborer	20.44
99711 - Recycling Specialist	22.16
99730 - Refuse Collector	19.57
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	19.57
99830 - Survey Party Chief	25.16
99831 - Surveying Aide	15.71
99832 - Surveying Technician	21.52
99840 - Vending Machine Attendant	19.14
99841 - Vending Machine Repairer	23.68
99842 - Vending Machine Repairer Helper	19.14

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."