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ORDER FOR SUPPLIES OR SERVICES PAGE NO **SCHEDULE - CONTINUATION** 2 MPORTANT: Mark all packages and papers with contract and/or order numbers. CONTRACT NO. DATE OF ORDER ORDER NO. ACD-4-H-1002, 06/27/2018 ITEM NO. QUANTITY UNIT SUPPLIES/SERVICES UNIT AMOUNT QUANTITY PRICE (e) ACCEPTED (g) ORDERED (d) (f) (a) (b) (c) The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

# United States Department of Homeland Security Bureau of Immigration and Customs Enforcement

# Intergovernmental Service Agreement for Housing Federal Detainees

ACD-4-H-1002		3. Requisition Number (Ifapplicable) COR-04-DR013
Issuing DHS Office Address:  Department of Homeland Security Immigration and Customs Enforcement 7701 N. Stemmons Freeway Dallas, TX 75247	Chris 110 V Room	ounty/State Government: tian County Sheriff Department /est Elm Street 70 c, MO 65721
Supervisory Procurement Specialist	Contact Pers	
Services Covered by this Agreement: Housing, security, subsistence, clothing and medical care of persons detained by the Bureau of Immigration and Customs Enforcement in accordance with the terms and conditions set forth herein.	7. Detain	ated detaince days
Type of Detaince: U	Adult Male	U Adult Female
D. City/County or State Government Certification:  The best of my (our) knowledge and belief, data submitted is been duly authorized by the governing body of the city/county or state government identified shall comply with	ty/county or s	tate government identified in block 5 above. The
the best of my (our) knowledge and belief, data submitted	ty/county or s	tate government identified in block 5 above. The set forth herein.
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to the best of my (our) knowledge and belief, data submitted as been duly authorized by the governing body of the city/country or state government identified shall comply with	ty/county or s all provisions (Date) (Date)	Idate government identified in block 5 above. The is set forth herein.  Joey Matlock, Sheriff (Name & Title typed or printed)  Presiding Commiss: (Name & Title typed or printed)
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(Signature)  (Signature)  (Signature)  This agreement is hereby annroyed and accepted for	ty/county or s all provisions (Date) (Date) (Date) (Date)	Itale government identified in block 5 above. The set forth herein.  Joey Matlock, Sheriff (Name & Title typed or printed)  (Name & Title typed or printed)  (Name & Title typed or printed)  (Name & Title typed or printed)

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### Article I. Purpose

A. <u>Purpose</u>. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an agreement between the United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security, and Christian County Detention Center, Ozark, Missouri, a state or local government agency (Service Provider) for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

The United States Marshals Service (hereinafter referred to as the "Marshals") are also authorized to use this Agreement in the detention of persons charged with, or convicted of, federal law or held as material witnesses (federal prisoners). The terms of this Agreement shall apply to the detention and care of persons authorized to be detained by the Marshals.

- B. <u>Responsibilities</u>. 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 prescribed rate.
- C. <u>Guidance</u>. The Parties will determine the detainee day rate in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments and the INS Cost Statement (Attachment A).

#### Article IL General

- A. <u>Funding</u>. The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. The ICE will, however, neither present detainees to the Service Provider nor direct performance of any other services until the ICE has the appropriate funding.
- B. <u>Subcontractors</u>. The Service Provider shall notify and obtain approval from the ICE if it intends to house ICE detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one, is operated by an entity other than the Service Provider, ICE shall treat that entity as a subcontractor to the Service Provider. The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts in existence during any part of the term of this Agreement. The ICE will not either accept invoices from, or make payments to, a subcontractor.

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C. <u>Consistent with law</u>. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

#### Article III. Covered Services

- A. <u>Bed space</u>. The Service Provider shall provide adult male and female beds on a space available basis. The Service Provider shall house all detainees as determined within the classification system. The ICE will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article.
- B. <u>Basic needs</u>. The Service Provider shall provide adult ICE detainees (gender as specified in Paragraph A. of this Article) 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. If the Service Provider determines that ICE has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the ICE immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.
- C. <u>Unit of service and financial liability</u>. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released at 0700 on Monday, the Service Provider may bill for 1 detainee day. If a detainee is brought in at 0100, Sunday and is released at 2359 Monday, the Service Provider may bill for only 1 detainee day. The ICE shall be responsible to pay for only those beds actually occupied.
- D. Interpretive services. The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. The ICE will reimburse the Service Provider for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify ICE within 24 hours.

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# Article IV. Receiving and Discharging Detainees

- A. Required activity. The Service Provider shall receive and discharge detainees only from and to either properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from ICE. Presentation of U.S. Government identification shall constitute proper identification. The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. ICE shall furnish the Service Provider with reasonable notice of receiving or discharging detainee(s). The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Restricted release of detainees. The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergent situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state or local court proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact ICE immediately regarding any such requests.
- C. <u>Service Provider right of refusal</u>. The Service Provider retains final and absolute right either to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health provider. In the case of a detainee already in custody, the Service Provider shall notify the ICE and request such removals, and shall allow the ICE reasonable time to make alternative arrangements for the detainee.
- D. <u>Emergency evacuation</u>. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees 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 of such evacuation.

#### Article V. Minimum Service Standards

The Service Provider shall:

A. house ICE detainees in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

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- B. provide guard personnel to ensure that there is a 24 hour visual supervision of detainees when housed in a dormitory type setting. The Service Provider shall visually and physically check detainees in individual cells at least hourly.
- C. segregate detainees in custody by gender and by risk of violence to other detainees.
- D. provide a mattress, two sheets, blanket, pillowcase, and pillow to each detainee held overnight.
- E. provide a minimum of three nutritionally balanced meals in each 24 hour period for each detainee. These meals shall provide a total of at least 2,400 calories per 24 hours. There will be no more than 14 hours or fewer than 4 hours between meals. The Service Provider will provide a minimum of two hot meals in this 24-hour period.
- F. provide medical services as described in Article VI below.
- G. provide a mechanism for confidential communication between ICE detainees and ICE officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual detaince.
- H. afford ICE detainees, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, foreign consular personnel, family members and representatives of pro bono organizations.
- permit ICE detainees reasonable access to presentations by legal rights groups and groups recognized by ICE consistent with good security and order.
- J. afford each ICE detainee with reasonable access to legal materials for his or her case. The ICE will provide the required materials. 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 72 hours less.)
- K. afford ICE detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of pro bono organizations.
- L. provide ICE detainees with access to recreational programs and activities as described in the ICE Recreation Standards to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

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### Article VI. Medical Services

- A. <u>Auspices of Health Authority</u>. The Service Provider shall provide ICE detainees with onsite health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on site.
- B. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a healthcare professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Service (DIHS). Healthcare or health trained personnel may perform screenings.
- C. Access to health care. The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight hours per day, seven days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.
- D. On-site healthcare. The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- E. <u>Arrival screening</u>. Arrival screening shall include at a minimum, TB symptom screening, planting of the Tuberculin Skin Test (PPD), recording the history of past and present illnesses (mental and physical).

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- F. <u>Unacceptable medical conditions</u>. If the Service Provider determines that a ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify ICE. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. Pre-approval for non-emergent off site care. The DIHS acts though the agent the final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS (See Attachment D). For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. The ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

ICE Health Services 1220 L Street, NW PMB 468 Washington, D.C. 20005-4018 Telephone: (703) 541 2155 Fax: (202) 318 0080

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

BCE Emergis DIHS Claims P.O. Box 10250 Gaithersburg, MD, 20898-0250 Telephone (888) 383-3922 Fax: (888) 383-3957

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Department of Homeland Security
United States Immigration and Customs Enforcement
Intergovernmental Service Agreement for Housing Federal Detainees Between United
States Immigration and Customs Enforcement and Christian County Detention
Center, Ozark, MO.

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- H. Emergency medical care. The Service Provider shall furnish 24-hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than 72 hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. Off site guards. The Service Provider shall, without any additional charge to ICE, provide guards during the initial eight hours detainees are admitted to an outside medical facility. If negotiated with ICE, the Service Provider shall provide guards beyond the initial eight-hour period, at the regular hourly rate of those guards. Absent such an arrangement, ICE will be responsible for providing the guards at the end of the initial eight-hour period. The Service Provider shall not, however, remove its guards until ICE personnel relieve them. The Service Provider shall submit a separate invoice for guard services beyond the initial eight hours with its regular monthly billing.
- J. <u>DIHS visits</u>. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

### Article VII. 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, persons detained for ICE shall not be required to perform manual labor.

# Article VIII. Period of Performance

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This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees, or the Parties agree to a shorter period under the procedures prescribed in Article X.

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# Article IX. Inspection and Access to Records

A. Jail Agreement Inspection Report. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the ICE. No notice to the Service Provider is required prior to an inspection. The ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report a copy of which is included as Attachment E to this Agreement. The Jail Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The ICE will share findings of the inspection with the Service Provider's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

- B. <u>Possible termination</u>. If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VIII and X.
- C. <u>Share findings</u>. The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee 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 alien whom it has detained pursuant to this Agreement. This right of access shall include, but not be limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the alien's behavior while in Service custody. Furthermore, the Service Provider shall retain all records where this right of access applies. The retention period will be at least two years from the date of the detainee's discharge from the Service Provider's custody.

## Article X. Modifications and Disputes

A. <u>Modifications</u>. 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. A modification will become part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

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B. <u>Disputes</u>. The ICE Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider.

### Article XL. Adjusting the Detainee Day Rate

The ICE shall reimburse the Service Provider at the detainee day rate shown on the cover page of this document. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base the rate and adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

# Article XII. Enrollment, Invoicing, and Payment

A. Enrollment in electronic funds transfer. The Service Provider shall provide the ICE office with the information needed to make payment by electronic funds transfer (EFT). As of January 1, 1999, ICE will make all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated ClearingHouse (ACH) Vendor/Miscellaneous Payment Enrollment Form, (Attachment C). The Service Provider shall submit a completed SF 3881 to the 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. <u>Invoicing</u>. The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each INS detainee, his or her A-number, and his or her specific dates of detention; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten working days of the month following the calendar month when it provided the services, to:

United States Immigration and Customs Enforcement 9747 NW Conant

Kansas City, Missouri 64153

ATTN: Deportation Unit Phone: (816) 891 0676 Fax: (816) 891 7398

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For detainees of the United States Marshals Service, the Provider shall prepare and submit an itemized invoice for the services provided to the Marshals each month, in

arrears. The invoice is to be submitted to the following location:

The U.S. Marshal's Service U.S. Courthouse 400 E. 9<sup>th</sup>, Suite 3740 Kansas City, Missouri 64106

### PAYMENTS OF THE SERVICE WILL BE ISSUED FROM:

United States Immigration and Customs Enforcement Finance Officer (ACDFIN/VOUCHERS) P.O. Box 560947 Dallas, Texas 75356-0947

### PAYMENTS OF MARSHAL'S INVOICES WILL BE ISSUED FROM:

U.S. Marshal's Service U.S. Courthouse 400 E. 9<sup>th</sup>, Suite 3740 Kansas City, Missouri 64106

C. Payment. The 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 Act requires ICE to make payments under this Agreement the 30<sup>th</sup> calendar day after the Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Act requires ICE to pay interest on overdue payments to the Service Provider. The ICE will determine any interest due in accordance with the Act.

#### Article XIII. Government Furnished Property

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- A. Federal Property Furnished to the Service Provider. The ICE may furnish federal property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. <u>Service Provider Responsibility</u>. The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of such property immediately to ICE.

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### Article XIV. Hold Harmless and Indemnification Provisions

A. <u>Service Provider held harmless</u>. The ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider

against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 et seq.

- B. Federal Government held barmless. The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.
- C. <u>Defense of suit</u>. In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, 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 shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE recovery right. The Service Provider shall do nothing to prejudice ICE' 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, at the ICE' expense, 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 INS in obtaining recovery.

### Article XV. Financial Records

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A. <u>Retention of records</u>. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement

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Department of Homeland Security
United States Immigration and Customs Enforcement

Intergovernmental Service Agreement for Housing Federal Detainees Between United States Immigration and Customs Enforcement and Christian County Detention Center, Ozark, MO.

ACD-4-H-1002

shall be retained by the Service Provider for at least three years for purposes of federal examinations and audit. The 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 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 year period, whichever is later.

B. Access to records. The ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-recipients. 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. <u>Delinquent debt collection</u>. The ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. The ICE shall 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 XVL Transportation

#### THE FOLLOWING SECTION APPLIES TO INS DETAINEES ONLY.

Transportation Services. The Service Provider agrees to provide transportation services for Service detainees between the Provider's facility in Ozark, Missouri, apprehension points, the ICE Quick Response Team (QRT) Office in Springfield, Missouri and other delivery points as determined necessary by the ICE. The purpose of such transportation shall be for booking detainees into or out of the facility or into the custody of the ICE and booking new immates from the custody of the Service into the facility. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with State of Missouri standards for prisoner transport. uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned to each vehicle on each trip. These officers must be appropriately licensed and certified for those duties pursuant to the State of Missouri and U.S. Department of Transportation regulations.

Reimbursement for transportation services, other than for such services between the Providers facility in Ozark, Missouri and the ICE QRT Office in Springfield, Missouri, which are considered to be part of the manday rate, shall be paid at the rate of

per hour for each transporting officer and a round trip mileage equaling the General Services Administration approved mileage rate (currently cents per mile, but subject to change on occasion). Service Provider shall maintain a transportation log documenting all transportation services (date, origin, destination, time, mileage, etc...). Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. A copy of the transportation log shall be attached to all invoices that contain charges for transportation services.

Bag Lunches. The Service Provider agrees to provide ICE detainees with bag lunches for use when detainees are transported during a meal period. Reimbursement for meals will be at the rate of per meal. The meal will include, at the minimum, a sandwich, fruit, potato chips and beverage. Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention.

Off-site Guard Services: The Service Provider agrees to provide additional offsite guard services for Bureau detainees for the ICE Quick Response Team (QRT) Office in Springfield, Missouri. The purpose of such services shall be for guarding detainees off-site to assist ICE with operations as necessary. Uniformed qualified law-enforcement or correctional security officers employed or contracted by the Provider under their policies, procedures and practices shall be assigned as guards for these purposes. These officers must be appropriately licensed and certified for those duties pursuant to State of Missouri regulations. Reimbursement for off-site guard services shall be paid at the rate of

Service Provider shall maintain a guard services log documenting all guard services (date, origin, destination, time, mileage, etc...). Provider is to invoice ICE for services rendered as a separate line item on the periodic billing for detention. A copy of the guard services log shall be attached to all invoices that contain charges for guard services.

per hour for each guard.

End of document

Attachments:

A. INS Cost Statement Form

B. DIHS Pre-authorization Form

C. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form

(Note: ICE Detention Standards can be found on http://onlineplus.ins/graphics/lawsregs/guidance.htm)

1784

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RI	EQUISITION/PURCHASE REQ. NO.	5. PR	DJECT NO	(If applicable)
P00001	See Block 16C	0.000.00				
6. ISSUED BY CODE	ICE/DCR	7. A	DMINISTERED BY (If other than Item 6)	CODE		
ICE/Detention Compliance & R Immigration and Customs Enfo Office of Acquisition Manage 801 I Street, NW WASHINGTON DC 20536	emovals ercement	100.00				
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x)	A. AMENDMENT OF SOLICITATION NO.			
CHRISTIAN COUNTY OF ATTN 110 WEST ELM ROOM 70 OZARK MO 65721			OB. DATED (SEE ITEM 11)  IOA MODIFICATION OF CONTRACT/ORDER  ACD-4-H-1002,	R NO.		
			OB. DATED (SEE ITEM 13)			
CODE 1421169740000	FACILITY CODE		06/27/2018			
	11. THIS ITEM ONLY APPLIES	TO AMEN	DMENTS OF SOLICITATIONS			
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF or virtue of this amendment you desire to change an offer reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If req. See Schedule  13. THIS ITEM ONLY APPLIES TO M.	to the solicitation and amendment r DFFERS PRIOR TO THE HOUR AN or already submitted, such change m is received prior to the opening hour uired) ODIFICATION OF CONTRACTS/OR	umbers. D DATE S ay be mad and date	PECIFIED MAY RESULT IN REJECTION OF de by telegram or letter, provided each telegra	TO BE RE YOUR OFF m or letter  DESCRIBE	CEIVED AT FER If by makes	
B. THE ABOVE NUMBERED CONTRAL appropriation date, etc.) SET FORTH  C. THIS SUPPLEMENTAL AGREEMEN			ADMINISTRATIVE CHANGES (such as chang TY OF FAR 43.103(b). RITY OF:	es in payin	g office,	
D. OTHER (Specify type of modification	and authority)					
X Unilateral Modificat	ion					
E. IMPORTANT: Contractor X is not.	is required to sign this documen	and retu	m copies to the iss	uing office		
14 DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 142116974  The purpose of this modifica				asible.)		
Incorporate the attached Dep Number 6 dated 1/10/2018. Exempt Action: Y Sensitive A  All other terms and condition	ward: SPII		etermination Number 203	15-508	37 Rev	ision
15B. CONTRACTOR/OFFEROB.  Color (Signature of person authorized to sign)  NSN 7540-01-152-8070	the document referenced in Item 9 A of the second s	16 D	heretofore changed, remains unchanged and A. NAME AND TITLE OF CONTRACTING OF	ANDA	ype or print	
Previous edition unusable					CFR) 53.24	43
				1111 (40	0111100.2	150

AMENDME	NT OF SOLICITATION/MODIFICA	ATION OF CONTRACT		CONTRACT ID CODE		PAGE OF	PAGES
			I A DE	CONTROL ID CHASE DEC. NO	E 00	1	3
	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	QUISITION/PURCHASE REQ. NO.	5. PK	OJECT NO	(If applicable)
P00002 6. ISSUED BY	CODE	See Block 16C	7 4	DMINISTERED BY (if other than Item 6)	CODE		
ICE/Dete Immigration of fice (801 I St	ention Compliance & R tion and Customs Enfo of Acquisition Manage treet, NW TON DC 20536	rcement					
8 NAME AND	ADDRESS OF CONTRACTOR (No., street,	county State and 7/D Code)	(x) 9.	A. AMENDMENT OF SOLICITATION NO.			
CHRISTIAN COUNTY OF ATTN 110 WEST ELM ROOM 70 OZARK MO 65721				B. DATED (SEE ITEM 11) 0A. MODIFICATION OF CONTRACT/ORDER N $^{\rm ACD-4-H-1002}$ ,	10.		
CODE 1/	2116074000	FACILITY CODE	1	0B. DATED (SEE ITEM 13)			
14	21169740000	11. THIS ITEM ONLY APPLIES TO		06/27/2018			
separate lett THE PLACE virtue of this reference to	ter or telegram which includes a reference EDESIGNATED FOR THE RECEIPT OF Content of the solicitation and this amendment, and if ING AND APPROPRIATION DATA (If required at 13. THIS ITEM ONLY APPLIES TO MO	to the solicitation and amendment numb PFERS PRIOR TO THE HOUR AND D. r already submitted, such change may be s received prior to the opening hour and viired)  DDIFICATION OF CONTRACTS/ORDER	pers. F ATE SF pe made date s	eceipt of this amendment on each copy of the of FAILURE OF YOUR ACKNOWLEDGEMENT TO PECIFIED MAY RESULT IN REJECTION OF YO e by telegram or letter, provided each telegram or pecified.  MODIFIES THE CONTRACT/ORDER NO. AS DE	BE REDUR OF Letter	CEIVED AT FER If by makes	
	B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification	IS ENTERED INTO PURSUANT TO A		DMINISTRATIVE CHANGES (such as changes of Y OF FAR 43.103(b).  RITY OF:	in payin	og office,	
Х	Bilateral Modificati	on IAW ACD-4-H-1002					
E. IMPORTANT	T: Contractor is not.	is required to sign this document an	d returr	copies to the issuing	g office		
DUNS Num  COR:  Program  Contract  Continue  Except as prov	office:  cing Officer:	312-347- 202-732-	A, ash	eretofore changed, remains unchanged and in f	full force		
	CTOPOFFEROPO	15C. DATE SIGNED				160	DATE SIGNED
-	Sud Selection (Signature of person authorized to sign)	02/05/2020		per)			

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED ACD-4-H-1002, /P00002 PAGE OF 2 3

NAME OF OFFEROR OR CONTRACTOR CHRISTIAN COUNTY OF

NO.	SUPPLIES/SERVICES	QUANTITY	[	UNIT PRICE	AMOUNT
)	(B)	(C)	(D)	(E)	(F)
	Contract Specialist: 202-732-				
			H		
	The purpose of this no-cost modification is as				
	follows:		ΙI		
	213 221 251 251 251 251 251 251 251 251 251		ΙI		
	1) Change the standards from NDS 2000 to NDS 2019.		ш		
	https://www.ice.gov/detention standards/2019		ΙI		
	2) Incorporate the Robotics Process Automation		ш		
	(RPA) and,		П		
	3) Incorporate the Bed Space Tracking Initiative (BSTI)		H		
	(5511)				
	Robotics Process Automation (RPA) Contract		ш		
	Requirement:				
	The Detention Facility Robotics Process		П		
	Automation (RPA) process requires that bed space and transportation invoice costs and supporting		ш		
	documentation be recorded utilizing the				
	Detention-Transportation Invoice Template		ш		
	(attached) and that all Templates must be		ш		
	submitted to both the ERO Field Office Contract		ш		
	Officer Representative (COR) and the ERO RPA Team		ш		
	Mailbox along with the monthly invoices. This		ш		
	invoice template should be completed in its		ш		
	entirety in the established format (template		ΙI		
	included in this modification) to include, but		ΙI		
	not limited to, the following: (1) Vendor Reference information including Bed Space Rate				
	Breakdown, Invoice Date Range, Transportation				
	Cost Breakdown; (2) Bed Space data including				
	Detainee Names and corresponding Alien Numbers				
	(A#); (3) Detainees Transported data including:				
	Detainee Names, corresponding Alien Numbers,		ш		
	Category and Mission #, Mission Data including		H		
	Mandatory Fields and Additional Mission Expenses				
	corresponding to GSA and contract rates, as		H		
	applicable and allowed. Invoice updates may be requested by the COR and will require timely		П		
	resubmission to the COR and the ERO RPA Team				
	Mailbox. The Government reserves the right to				
	update the detention facility invoice process,				
	templates or other related documents, in order to				
	fix issues, expand capabilities, and improve				
	performance of the reconciliation process.				
	Bed Space Tracking Initiative (BSTI) Contract				
	Requirement:				
	Continued				
				1	

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED ACD-4-H-1002, /P00002 PAGE OF 3 3

NAME OF OFFEROR OR CONTRACTOR CHRISTIAN COUNTY OF

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	The Custody Management - ServiceNow platform		$\vdash$		
	portal (Custody SNOW) is a consolidated portal	I	1 1		
	that will enable ICE to meet detention facility	1	1 1		
	reporting requirements. Effective March 01, 2020,		Н		
	detention facilities are required to complete the		1 1	1	
	attached template and submit it twice daily via				
	e-mail to BSTI@ice.dhs.gov at 9:00am EST and				
	4:00pm EST. In the future, the data platform may				
	include, but not limited to, the Bed Space		1 1		
	Tracking Initiative (BSTI), Segregation		1 1		
	Management Reporting System (SMRS), Prison Rape		1 1		
	Elimination Act (PREA) and Sexual Abuse and				
	Assault Prevention and Intervention (SAAPI)				
	compliance, national detention standards				
	compliance, as well as other detention-related	1	1 1		
	compliance and initiative reports being developed				
	by ICE. Applicable submission forms and reporting				
	templates will be made available to the detention				
	facilities via email, the Custody SNOW portal or			10	
	other electronically transmitted medium of the		1 1		
	governments choice. Data input may be required on		1 1	1	
	an as-required basis, such as, per incident or an				
	established reporting time of day requirement,	1		1	
	based on the specific subject, and as required	1			
	under applicable Federal law, ICE policies,		1 1		
	and/or program procedures. The Government reserves the right to update the Custody SNOW	1			
	portal and associated forms, user access, and		1 1		
	submission process for uploading the required		1 1		
	data to correct issues, expand capabilities, and		1 1		
	improve performance of the system.				
	improve performance of the system.				
	Attachments:				
	•RPA Detention-Transportation Invoice Template				
	•ICE BSTI Email Submission Form		1-1		
			1 1		
			1 1		
	All other terms and conditions remain unchanged.		1 1		
			1 1		
		1			
			1 1		
			1 1		
	I	I	1 1		

AMENDME	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT D CODE	I	PAGE OF PAGES		
2 AMENDME	NIT/MODIFICATION NO	2 FEFFOTING DATE	4 DEC	N HOLTION (DUDOLINOE DEC. NO.	IF DDG	1 17		
	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PRC	OJECT NO. (If applicable)		
P00003 6. ISSUED BY	CODE	See Block 16C	7 40	MINISTEDED BY //F other than /fom 6)	CODE			
6. ISSUED BY  CODE 70CDCR  DETENTION COMPLIANCE AND REMOVALS  U.S. Immigration and Customs Enforcement  Office of Acquisition Management  801 I ST NW,  WASHINGTON DC			7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR  ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 205					
8. NAME AND	) ADDRESS OF CONTRACTOR (No., street,	county, State and ZIP Code)	(x) 9A	. AMENDMENT OF SOLICITATION NO.				
CHRISTIAN COUNTY OF ATTN 110 WEST ELM ROOM 70 OZARK MO 65721			x 10,	DATED (SEE ITEM 11)  A. MODIFICATION OF CONTRACT/ORDER NCD-4-H-1002,  B. DATED (SEE ITEM 13)	Ю.			
CODE 14	121169740000	FAC LITY CODE	1   0	6/27/2018				
		11. THIS ITEM ONLY APPLIES TO						
Offers must tems 8 and separate let THE PLACI virtue of this reference to	tter or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF C s amendment you desire to change an offer of the solicitation and this amendment, and it T NG AND APPROPRIATION DATA (If required ule	rior to the hour and date specified in the pies of the amendment; (b) By acknowle to the solicitation and amendment numb PFFERS PRIOR TO THE HOUR AND Do r already submitted, such change may be s received prior to the opening hour and pired)	solicitati dging red bers. FA ATE SPE be made I date sp	ion or as amended , by one of the following me ceipt of this amendment on each copy of the of A LURE OF YOUR ACKNOWLEDGEMENT TO ECIFIED MAY RESULT IN REJECTION OF YO by telegram or letter, provided each telegram o	fer subm BE REC UR OFF or letter r	itted; or (c) By CEIVED AT ER If by nakes		
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED F	PURSUANT TO: (Specify authority) THE	CHANG	GES SET FORTH IN ITEM 14 ARE MADE IN T	HE CON	ITRACT		
				M NISTRATIVE CHANGES (such as changes OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT	TIS ENTERED INTO PURSUANT TO A	UTHORI	TY OF:				
	D. OTHER (Specify type of modification	and authority)						
X	IAW ACD-4-H-1002							
E. IMPORTAN	IT Contractor X is not,	is required to sign this document an	d return	copies to the issuing	g office.			
DUNS Nur	mber: 142116974 , 312-3	_	cluding s	solicitation/contract subject matter where feasit	ole.)			
Alterna	tive POC:	, 312-347-						
Contract	ting Officer:	202-732-						
Continue	ed							
	ovided herein, all terms and conditions of the ND TITLE OF SIGNER (Type or print)	e document referenced in Item 9 A or 10	1	LE OF CONTRACT NG OFFICE: 202-732	CER (Ty)			
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED				08:47:35		
	(Signature of person authorized to sign)			Officer)	- 4	-04'00'		
NSN 7540-01	-152-8070			S	iandar	D FORM 30 (REV. 10-83)		

Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 
 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED ACD-4-H-1002, /P00003
 PAGE 2
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NAME OF OFFEROR OR CONTRACTOR CHRISTIAN COUNTY OF

CHRISTIA	CHRISTIAN COUNTY OF								
ITEM NO.	SUPPL ES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
(A)	(B)	(C)	(D)	(E)	<b>(</b> F)				
	Contract Specialist: , 202-732-		$\vdash$						
	The purpose of this no-cost modification is to								
	incorporate Wage Determination No. 2015-5087, Revision 13, dated 12/21/2020.								
	Revision 13, dated 12/21/2020.								
	Attachments:								
	•Wage Determination								
	All other terms and conditions remain unchanged								
	All other terms and conditions remain unchanged.								

"REGISTER OF WAGE DETERMINATIONS UNDER | THE SERVICE CONTRACT ACT | By direction of the Secretary of Labor |

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5087

Daniel W. Simms Division of

Director Wage Determinations

Division of | Revision No.: 13
Wage Determinations | Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

\_\_\_\_

State: Missouri

Area: Missouri Counties of Christian Dallas Greene Polk Webster

\_\_\_\_\_

### \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.85
01012 - Accounting Clerk II		14.43
01013 - Accounting Clerk III		16.15
01020 - Administrative Assistant		21.81
01035 - Court Reporter		16.24
01041 - Customer Service Representative I		11.84
01042 - Customer Service Representative II		13.31
01043 - Customer Service Representative III		14.52
01051 - Data Entry Operator I		12.24
01052 - Data Entry Operator II		13.35
01060 - Dispatcher Motor Vehicle		21.97
01070 - Document Preparation Clerk		14.43
01090 - Duplicating Machine Operator		14.43
01111 - General Clerk I		11.78
01112 - General Clerk II		12.85

	- General Clerk III	14.43
	- Housing Referral Assistant	18.09
	- Messenger Courier	13.50
	- Order Clerk I	12.41
	- Order Clerk II	13.54
	- Personnel Assistant (Employment) I	15.14
	- Personnel Assistant (Employment) II	16.94
	- Personnel Assistant (Employment) III	18.89
	- Production Control Clerk	18.26
	- Rental Clerk	13.22
	- Scheduler Maintenance	14.51
	- Secretary I	14.51
	- Secretary II	16.24
	- Secretary III	18.09
	- Service Order Dispatcher	19.64
	- Supply Technician	21.81
	- Survey Worker	14.87
	- Switchboard Operator/Receptionist	11.46
	- Travel Clerk I	14.05
	- Travel Clerk II	15.17
	- Travel Clerk III	16.29
	- Word Processor I	14.54
	- Word Processor II	16.32
	- Word Processor III	18.26
	Automotive Service Occupations	
	- Automobile Body Repairer Fiberglass	22.23
	- Automotive Electrician	19.61
	- Automotive Glass Installer	18.38
	- Automotive Worker	18.38
	- Mobile Equipment Servicer	16.08
	- Motor Equipment Metal Mechanic	20.79
	- Motor Equipment Metal Worker	18.38
	- Motor Vehicle Mechanic	20.79
	- Motor Vehicle Mechanic Helper	14.83
	- Motor Vehicle Upholstery Worker	17.25
	- Motor Vehicle Wrecker	18.38
	- Painter Automotive	19.61
	- Radiator Repair Specialist	18.38
	- Tire Repairer	15.13
	- Transmission Repair Specialist	20.79
	Food Preparation And Service Occupations	
07010	- Baker	13.04
	- Cook I	10.84
	- Cook II	12.39
	- Dishwasher	9.92
	- Food Service Worker	10.58
	- Meat Cutter	14.00
	- Waiter/Waitress	9.12
	Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.59

09040	- Furniture Handler	11.76
09080	- Furniture Refinisher	18.59
	- Furniture Refinisher Helper	14.07
	- Furniture Repairer Minor	16.35
09130	- Upholsterer	17.66
11000 -	General Services And Support Occupations	
11030	- Cleaner Vehicles	11.44
11060	- Elevator Operator	11.55
11090	- Gardener	15.88
11122	- Housekeeping Aide	11.55
11150	- Janitor	11.55
11210	- Laborer Grounds Maintenance	12.28
11240	- Maid or Houseman	10.75
11260	- Pruner	11.41
11270	- Tractor Operator	14.67
11330	- Trail Maintenance Worker	12.28
11360	- Window Cleaner	12.73
12000 -	Health Occupations	
12010	- Ambulance Driver	18.11
12011	- Breath Alcohol Technician	18.55
12012	- Certified Occupational Therapist Assistant	28.41
	- Certified Physical Therapist Assistant	26.02
	- Dental Assistant	19.27
12025	- Dental Hygienist	36.82
	- EKG Technician	23.85
	- Electroneurodiagnostic Technologist	23.85
	- Emergency Medical Technician	18.11
	- Licensed Practical Nurse I	16.59
12072	- Licensed Practical Nurse II	18.57
	- Licensed Practical Nurse III	20.70
	- Medical Assistant	13.33
	- Medical Laboratory Technician	17.91
	- Medical Record Clerk	16.47
	- Medical Record Technician	18.43
	- Medical Transcriptionist	17.59
	- Nuclear Medicine Technologist	38.44
	- Nursing Assistant I	12.09
	- Nursing Assistant II	13.59
	- Nursing Assistant III	14.83
	- Nursing Assistant IV	16.64
	- Optical Dispenser	16.00
	- Optical Technician	16.59
	- Pharmacy Technician	14.61
	- Phlebotomist	14.19
	- Radiologic Technologist	23.85
	- Registered Nurse I	22.22
	- Registered Nurse II	27.19
	- Registered Nurse II Specialist	27.19
	- Registered Nurse III	32.90
	- Registered Nurse III Anesthetist	32.90
	0	22.20

12316 - Registered Nurse IV 12317 - Scheduler (Drug and Alcohol Testing) 12320 - Substance Abuse Treatment Counselor		39.43 22.97 16.05
13000 - Information And Arts Occupations		10.05
13011 - Exhibits Specialist I		18.13
13012 - Exhibits Specialist II		22.20
13013 - Exhibits Specialist III		25.99
13041 - Illustrator I		18.13
13042 - Illustrator II		22.20
13043 - Illustrator III		25.99
13047 - Librarian		23.53
13050 - Library Aide/Clerk		12.51
13054 - Library Information Technology Systems		21.24
Administrator		21.2
13058 - Library Technician		15.57
13061 - Media Specialist I		15.33
13062 - Media Specialist II		17.15
13063 - Media Specialist III		19.12
13071 - Photographer I		12.42
13072 - Photographer II		15.34
13073 - Photographer III		19.91
13074 - Photographer IV		24.34
13075 - Photographer V		30.59
13090 - Technical Order Library Clerk		15.74
13110 - Video Teleconference Technician		18.91
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.91
14042 - Computer Operator II		16.68
14043 - Computer Operator III		18.59
14044 - Computer Operator IV		20.65
14045 - Computer Operator V		22.88
	(see 1)	20.54
•	(see 1)	25.43
	(see 1)	
	(see 1)	
·	(see 1)	
	(see 1)	
	(see 1)	
14150 - Peripheral Equipment Operator	` ,	14.91
14160 - Personal Computer Support Technician		20.65
14170 - System Support Specialist		24.66
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.11
15020 - Aircrew Training Devices Instructor (Rated)		35.22
15030 - Air Crew Training Devices Instructor (Pilot)		42.22
15050 - Computer Based Training Specialist / Instructor		29.11
15060 - Educational Technologist		26.88
15070 - Flight Instructor (Pilot)		42.22
15080 - Graphic Artist		20.17
15085 - Maintenance Test Pilot Fixed Jet/Prop		42.22
·		

45004		40.00
	- Maintenance Test Pilot Rotary Wing	42.22
	- Non-Maintenance Test/Co-Pilot	42.22
	- Technical Instructor	17.80
	- Technical Instructor/Course Developer	21.78
	- Test Proctor	14.37
	- Tutor	14.37
	Laundry Dry-Cleaning Pressing And Related Occupations	
	- Assembler	10.63
	- Counter Attendant	10.63
	- Dry Cleaner	13.41
	- Finisher Flatwork Machine	10.63
	- Presser Hand	10.63
	- Presser Machine Drycleaning	10.63
	- Presser Machine Shirts	10.63
	- Presser Machine Wearing Apparel Laundry	10.63
	- Sewing Machine Operator	14.40
	- Tailor	15.40
	- Washer Machine	11.45
	Machine Tool Operation And Repair Occupations	00 =4
	- Machine-Tool Operator (Tool Room)	22.51
	- Tool And Die Maker	27.69
	Materials Handling And Packing Occupations	14.00
	- Forklift Operator	14.90
	- Material Coordinator	18.26
	- Material Expediter	18.26
	- Material Handling Laborer	13.69
	- Order Filler	12.14
	- Production Line Worker (Food Processing)	14.90
	- Shipping Packer	14.44
	- Shipping/Receiving Clerk	14.44
	- Store Worker I	11.76
	- Stock Clerk	15.80
	- Tools And Parts Attendant	14.90
	- Warehouse Specialist	14.90
	Mechanics And Maintenance And Repair Occupations	24.20
	- Aerospace Structural Welder	24.38
	- Aircraft Logs and Records Technician	19.12
	- Aircraft Mechanic I	23.04
	- Aircraft Mechanic II	24.38
	- Aircraft Mechanic III	25.64
	- Aircraft Mechanic Helper	16.47
	- Aircraft Painter	21.74
	- Aircraft Servicer	19.12
	- Aircraft Survival Flight Equipment Technician	21.74
	- Aircraft Worker	20.38
	- Aircrew Life Support Equipment (ALSE) Mechanic	20.38
I 22002	Administration Commands Foreignments (ALCE) Manhania	22.24
	- Aircrew Life Support Equipment (ALSE) Mechanic	23.04
II 22110	Annlianas Machania	24.24
23110	- Appliance Mechanic	24.21

23120 - Bicycle Repairer	17.67
23125 - Cable Splicer	38.34
23130 - Carpenter Maintenance	18.42
23140 - Carpet Layer	21.65
23160 - Electrician Maintenance	27.38
23181 - Electronics Technician Maintenance I	22.37
23182 - Electronics Technician Maintenance II	23.87
23183 - Electronics Technician Maintenance III	25.30
23260 - Fabric Worker	20.32
23290 - Fire Alarm System Mechanic	23.62
23310 - Fire Extinguisher Repairer	18.94
23311 - Fuel Distribution System Mechanic	26.94
23312 - Fuel Distribution System Operator	20.85
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	23.04
23381 - Ground Support Equipment Servicer	19.12
23382 - Ground Support Equipment Worker	20.38
23391 - Gunsmith I	18.94
23392 - Gunsmith II	21.65
23393 - Gunsmith III	24.49
23410 - Heating Ventilation And Air-Conditioning	20.47
Mechanic	24 65
23411 - Heating Ventilation And Air Contidioning	21.65
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	24.08
23440 - Heavy Equipment Operator	22.31
23460 - Instrument Mechanic	24.49
23465 - Laboratory/Shelter Mechanic	23.10
23470 - Laborer	13.72
23510 - Locksmith	25.08
23530 - Machinery Maintenance Mechanic	23.83
23550 - Machinist Maintenance	20.19
23580 - Maintenance Trades Helper	13.28
23591 - Metrology Technician I	24.49
23592 - Metrology Technician II	25.90
23593 - Metrology Technician III	27.24
23640 - Millwright	24.49
23710 - Office Appliance Repairer	17.16
23760 - Painter Maintenance	20.38
23790 - Pipefitter Maintenance	28.53
23810 - Plumber Maintenance	25.38
23820 - Pneudraulic Systems Mechanic	24.49
23850 - Rigger	24.49
23870 - Scale Mechanic	21.65
23890 - Sheet-Metal Worker Maintenance	19.55
23910 - Small Engine Mechanic	21.06
23931 - Telecommunications Mechanic I	25.18
23932 - Telecommunications Mechanic II	26.64
23950 - Telephone Lineman	31.25
23960 - Welder Combination Maintenance	20.53
	_0.55

23965 - Well Driller	24.49
23970 - Woodcraft Worker	24.49
23980 - Woodworker	18.94
24000 - Personal Needs Occupations	
24550 - Case Manager	13.23
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	13.26
24610 - Chore Aide	10.88
24620 - Family Readiness And Support Services	13.23
Coordinator	
24630 - Homemaker	15.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.49
25040 - Sewage Plant Operator	19.19
25070 - Stationary Engineer	24.49
25190 - Ventilation Equipment Tender	17.46
25210 - Water Treatment Plant Operator	19.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.21
27007 - Baggage Inspector	13.28
27008 - Corrections Officer	20.22
27010 - Court Security Officer	18.45
27030 - Detection Dog Handler	16.84
27040 - Detention Officer	20.22
27070 - Firefighter	18.47
27101 - Guard I	13.28
27101 Gdard I 27102 - Guard II	16.84
27131 - Police Officer I	19.59
27132 - Police Officer II	21.76
28000 - Recreation Occupations	21.70
28041 - Carnival Equipment Operator	12.20
28042 - Carnival Equipment Repairer	13.24
28043 - Carnival Worker	9.35
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	10.83
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	16.84
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	17.18
29000 - Stevedoring/Longshoremen Occupational Services	17.10
29010 - Blocker And Bracer	19.36
29020 - Hatch Tender	19.36
29030 - Line Handler	19.36
29041 - Stevedore I	18.16
29042 - Stevedore II	20.65
30000 - Technical Occupations	20.03
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Station (NFO) (see 2)	30.29
Jours Air Harric Concros Specialist Terminal (1110) (See 2)	JU . ZJ

30021 - Archeological Technician I	17.00
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.56
30030 - Cartographic Technician	23.56
30040 - Civil Engineering Technician	23.55
30051 - Cryogenic Technician I	26.10
30052 - Cryogenic Technician II	28.83
30061 - Drafter/CAD Operator I	17.00
30062 - Drafter/CAD Operator II	19.03
30063 - Drafter/CAD Operator III	21.21
30064 - Drafter/CAD Operator IV	26.10
30081 - Engineering Technician I	13.82
30082 - Engineering Technician II	15.82
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.82
30086 - Engineering Technician VI	37.29
30090 - Environmental Technician	23.56
30095 - Evidence Control Specialist	23.56
30210 - Laboratory Technician	22.70
30221 - Latent Fingerprint Technician I	24.72
30222 - Latent Fingerprint Technician II	27.30
30240 - Mathematical Technician	23.56
30361 - Paralegal/Legal Assistant I	18.02
	22.32
30362 - Paralegal/Legal Assistant II	
30363 - Paralegal/Legal Assistant III	27.30
30364 - Paralegal/Legal Assistant IV	33.03
30375 - Petroleum Supply Specialist	28.83
30390 - Photo-Optics Technician	23.56
30395 - Radiation Control Technician	28.83
30461 - Technical Writer I	23.56
30462 - Technical Writer II	28.83
30463 - Technical Writer III	35.01
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	26.10
30502 - Weather Forecaster II	31.75
30620 - Weather Observer Combined Upper Air Or (see 2)	21.21
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	13.74
31030 - Bus Driver	19.12
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	11.43
31290 - Shuttle Bus Driver	15.41

31310	- Taxi Driver	12.14
31361	- Truckdriver Light	15.41
31362	- Truckdriver Medium	16.89
31363	- Truckdriver Heavy	20.38
31364	- Truckdriver Tractor-Trailer	20.38
99000 -	Miscellaneous Occupations	
99020	- Cabin Safety Specialist	14.95
99030	- Cashier	10.11
99050	- Desk Clerk	11.11
99095	- Embalmer	22.74
99130	- Flight Follower	25.35
99251	- Laboratory Animal Caretaker I	12.36
	- Laboratory Animal Caretaker II	13.39
99260	- Marketing Analyst	21.56
99310	- Mortician	22.02
	- Pest Controller	15.65
	- Photofinishing Worker	13.32
	- Recycling Laborer	19.73
	- Recycling Specialist	23.54
	- Refuse Collector	17.92
	- Sales Clerk	12.63
	- School Crossing Guard	13.09
	- Survey Party Chief	20.16
	- Surveying Aide	11.66
	- Surveying Technician	19.31
	- Vending Machine Attendant	13.81
	- Vending Machine Repairer	17.59
99842	- Vending Machine Repairer Helper	14.60

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 15 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. (See 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:

- 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:

performs any contract work.

- 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
- 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))."