

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	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 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) YAVAPAI COUNTY OF 255 E GURLEY PRESCOTT AZ 863010000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0313857480000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL-1-H-0004	
		10B. DATED (SEE ITEM 13) 05/11/2012	

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 1 copies to the issuing office.

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

DUNS Number: 031385748
Field Office COR: [REDACTED]
Phone: 602-766-[REDACTED]
Email: [REDACTED]

ACOR: [REDACTED]
Phone: 602-766-[REDACTED]
Email: [REDACTED]

Contract Specialist: [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) Scott Mascher, Sheriff	[REDACTED]
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	
15C. DATE SIGNED 06/04/2020	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACL-1-H-0004/P00001

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NAME OF OFFEROR OR CONTRACTOR
 YAVAPAI COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: 202-732-[REDACTED] Email: [REDACTED]</p> <p>Contracting Officer: [REDACTED] Phone: 202-732-[REDACTED] Email: [REDACTED]</p> <p>The purpose of this modification is to incorporate an updated wage determination 2015-5471 Rev. 9 dated 12/23/2019.</p> <p>This is an indefinite contract, the period of performance is solely for FFMS purposes only. The contract remain an indefinite contract.</p> <p>All other terms remain the same. Period of Performance: 05/11/2012 to 05/10/2029</p>				

**United States Department of Justice
Immigration & Naturalization Service**

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACL-1-H-0004	2. Effective as of date in block 11	3. Requisition Number (If applicable)
4. Issuing INS Office Address: Immigration & Naturalization Service Administrative Center Laguna Niguel, ACLPMP P.O. Box 30080 Laguna Niguel, CA 92607-0080 Contact Person: [REDACTED] Phone: (949) 360-[REDACTED]		5. City/County/State Government: Yavapai County Sheriff's Office 255 East Gurley St. Prescott, AZ 86301 Contact Person: Capt. [REDACTED] Phone: (520) 771-[REDACTED]
6. Services Covered by this Agreement: Housing, security, subsistence, clothing and medical care of persons detained by the U.S. Immigration & Naturalization Service in accordance with the terms and conditions set forth herein.	7. Detainee Day Rate: \$ [REDACTED]	
9. Type of Detainee: <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female		8. Estimated detainee days [REDACTED] per year
10. City/County or State Government Certification: To the best of my (our) knowledge and belief, data submitted in support of this agreement is true and correct; this agreement has been duly authorized by the governing body of the city/county or state government identified in block 5 above. The city/county or state government identified shall comply with all provisions set forth herein.		
_____ (Signature)	_____ (Date)	G.C. "Buck" Buchanan, Sheriff _____ (Name & Title typed or printed)
_____ (Signature)	_____ (Date)	_____ (Name & Title typed or printed)
(For additional signatures, please attach another page.)		
11. This agreement is hereby approved and accepted for THE UNITED STATES OF AMERICA, by direction of the COMMISSIONER OF IMMIGRATION & NATURALIZATION SERVICE		
_____ (Signature)	_____ (Date)	_____ (Name typed or printed)

Article I. Purpose

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between the Immigration and Naturalization Service (INS), a component of the Department of Justice, and Yavapai County, AZ (*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 INS and the Service Provider.

B. Responsibilities. This Agreement sets forth the responsibilities of INS and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from INS at the prescribed rate.

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

Article II. General

A. Funding. The obligation of INS to make payments to the Service Provider is contingent upon the availability of Federal funds. The INS will, however, neither present detainees to the Service Provider nor direct performance of any other services until the INS has the appropriate funding.

B. Subcontractors. The Service Provider shall notify and obtain approval from the INS if it intends to house INS 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, INS 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 INS with copies of all subcontracts in existence during any part of the term of this Agreement. The INS will not either accept invoices from, or make payments to, a subcontractor.

C. Consistent with law. 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. Bed space. The Service Provider shall provide up to [redacted] beds in the Detention Facility on a space available basis. The Service Provider may spread the detainees throughout the population. The INS will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article.

B. Basic needs. The Service Provider shall provide adult INS 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 INS 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 INS immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.

C. Unit of service and financial liability. 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 INS 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 INS 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 INS 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 INS within 24 hours.

Article IV. Receiving and Discharging Detainees

A. Required activity. The Service Provider shall receive and discharge detainees only from and to either properly identified INS personnel or other properly identified Federal law enforcement officials with prior authorization from INS. 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. The INS 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 INS officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty INS officers.

B. Restricted release of detainees. The Service Provider shall not release INS 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 INS detainee is sought for federal, state or local court proceedings, only INS may authorize release of the detainee for such purposes. The Service Provider shall contact INS immediately regarding any such requests.

C. Service Provider right of refusal. 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 INS and request such removals, and shall allow the INS reasonable time to make alternative arrangements for the detainee.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate INS 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 INS within two hours of such evacuation.

Article V. Minimum Service Standards

The Service Provider shall:

A. house INS 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.

Department of Justice
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Intergovernmental Service Agreement for Housing Federal Detainees

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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, with a mattress cover, and when appropriate, a blanket 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 INS detainees and INS 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 detainee.
- H. afford INS 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.
- I. permit INS detainees reasonable access to presentations by legal rights groups and groups recognized by INS consistent with good security and order.
- J. afford each INS detainee with reasonable access to legal materials for his or her case. The INS will provide the required materials. The Service Provider will provide space to accommodate legal materials at no additional cost to INS. (Note: The INS may waive this requirement where the average length of detention is 30 days or less.)
- K. afford INS detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.
- L. provide INS detainees with access to recreational programs and activities as described in the INS Recreation Standards (Attachment C) 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. Auspices of Health Authority. The Service Provider shall provide INS 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 INS 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 health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by 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 onsite medical and health care coverage as defined below is available for all INS detainees at the facility for at least eight (8) hours per day, seven (7) 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 health care. The Service Provider shall furnish onsite health care under this Agreement. The Service Provider shall not charge any INS 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 INS detainees receive no lower level of onsite medical care and services than those it provides to local inmates. Onsite 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. Arrival screening. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses(mental and physical).

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F. Unacceptable medical conditions. If the Service Provider determines that an INS 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 INS. Upon such notification the Service Provider shall allow INS 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 through their agents, the Managed Care Coordinators, as the final health authority for INS 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 INS detainees to the Managed Care Coordinator upon request. The Service Provider shall solicit Managed Care Coordinator 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 (See Attachment D) to the Managed Care Coordinator. For medical care provided outside the facility, the Managed Care Coordinator may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of INS and the detainee. The INS may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the Managed Care Coordinator. The Managed Care Coordinators are listed below by INS District Office:

██████████
6431 S. Country Club Rd.
Tucson, AZ 85706
(520) 670-██████████
(520) 670-4612 (fax)
(888) 766-██████████

H. Bills for off-site health care. The Service Provider and all other health care providers shall send bills/claims for off-site health care of detainees to:

UP & UP Health Services
DIHS Claims
P.O. Box 10250
Gaithersburg, MD, 20898-0250

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I. 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 call the Managed Care Coordinator as soon as possible, and in no case more than seventy-two hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the Managed Care Coordinator for service(s) beyond the initial emergency situation.

J. Off site guards. The Service Provider shall, without any additional charge to INS, provide guards during the initial 8 hours detainees are admitted to an outside medical facility. If negotiated with INS, the Service Provider shall provide guards beyond the initial 8-hour period, at the regular hourly rate of those guards. Absent such an arrangement, INS will be responsible for providing the guards at the end of the initial 8-hour period. The Service Provider shall not, however, remove its guards until INS personnel relieve them. The Service Provider shall submit a separate invoice for guard services beyond the initial 8 hours with its regular monthly billing. Obtain authorization for outside guard services directly from INS, not from the Managed Care Coordinators.

K. DIHS visits. The Service Provider shall allow 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 INS shall not be required to perform manual labor.

Article VIII. Period of Performance

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.

Article IX. Inspection

A. Jail Agreement Inspection Report. The Service Provider shall allow INS to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the INS. No notice to the Service Provider is required prior to an inspection. The INS 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 INS 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. Possible termination. If the Service Provider fails to remedy deficient service INS identifies through inspection, INS may terminate this Agreement without regard to the provisions of Articles VIII and X.

C. Share findings. The Service Provider shall provide INS copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

Article X. 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. A modification will become part of this Agreement only after the INS Regional Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

B. Disputes. The INS Regional 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 INS Regional Contracting Officer and authorized signatory of the Service Provider.

Article XI. Adjusting the Detainee Day Rate

The INS 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 INS office with the information needed to make payment by electronic funds transfer (EFT). As of January 1, 1999, INS will make all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form, (Attachment F). The Service Provider shall submit a completed SF 3881 to the INS 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 INS payment office.

B. Invoicing. 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:

██████████
2035 N. Central Ave.
Phoenix, AZ 85004
ATTN: Deportation Unit
Phone: (602) 379-██████████
Fax: (602) 379-4021

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C. Payment. The INS 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 INS to make payments under this Agreement the 30th 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 INS to pay interest on overdue payments to the Service Provider. The INS will determine any interest due in accordance with the Act.

Article XIII. Government Furnished Property

A. Federal Property Furnished to the Service Provider. The INS may furnish federal property and equipment to the Service Provider. Accountable property remains titled to INS and shall be returned to the custody of INS upon termination of the agreement. The suspension of use of bed space made available to INS is agreed to be grounds for the recall and return of any or all government furnished property.

B. Service Provider Responsibility. The Service Provider shall not remove INS property from the facility without the prior written approval of INS. The Service Provider shall report any loss or destruction of such property immediately to INS.

Article XIV. Hold Harmless and Indemnification Provisions

A. Service Provider held harmless. The INS 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 INS officers or employees, to the extent that INS would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

B. Federal Government held harmless. 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

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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. Defense of suit. In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, INS shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have INS 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, INS shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

D. INS recovery right. The Service Provider shall do nothing to prejudice INS' 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 INS' expense, furnish to INS 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

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 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 arises before the expiration of the 3-year period, the records must be retained until the action is completed and all issues are resolved or until the end of the regular 3-year period, whichever is later.

B. Access to records. The INS 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. Delinquent debt collection. The INS 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 INS 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 XVI. Provision of Space to INS and EOIR

A. Service Provider responsibilities. The Service Provider shall provide suitable support, office and administrative space, for use by INS. As necessary, the Service Provider will provide sufficient safe and secure storage space for all INS detainee baggage. In addition, the Service Provider agrees, if required, to furnish acceptable office and administrative space to the Executive Office of Immigration Review (EOIR). The Service Provider shall bear all costs associated with the use of jail and office space by INS and EOIR (e.g. those for preparing, operating and maintaining such facilities for INS and EOIR, and incurred for temporarily relocating the Service Provider's employees). The Service Provider shall equip the office and administrative space furnished to INS and EOIR with a telephone system compatible with the federal telephone network. The Service Provider shall furnish the security and janitorial services for this space. The Service Provider shall include all costs associated with providing space or services under this Paragraph in the calculation of the detainee rate day rate. (Note: the Service Provider shall have no obligation under this Paragraph unless the Parties negotiate specific terms for such space or services.)

B. Federal Government responsibilities. The INS will incur the costs of installing computer cabling, telephone lines and any additional telephone trunk lines and telephone switch equipment which may be required. The INS will be responsible for payment of INS long-distance telephone bills for INS staff.

End of document

Attachments:

- A. OMB Circular A-87
- B. INS Cost Statement Form
- C. INS Detention Standards - Group Legal Rights Presentation
 - Access to Legal Materials
 - Detained Alien Recreation Policy
 - Detainee Telephone Access
 - Detainee Visitation
- D. DIHS Pre-authorization Form
- E. Jail Agreement Inspection Report
- F. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form

"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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5471
Revision No.: 9
Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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: Arizona

Area: Arizona County of Yavapai

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01035 - Court Reporter		16.85
01041 - Customer Service Representative I		11.68
01042 - Customer Service Representative II		13.13
01043 - Customer Service Representative III		14.32
01051 - Data Entry Operator I		13.11
01052 - Data Entry Operator II		14.30
01060 - Dispatcher Motor Vehicle		19.59
01070 - Document Preparation Clerk		13.55

01090 - Duplicating Machine Operator	13.55
01111 - General Clerk I	12.57
01112 - General Clerk II	13.72
01113 - General Clerk III	15.40
01120 - Housing Referral Assistant	20.78
01141 - Messenger Courier	13.28
01191 - Order Clerk I	13.69
01192 - Order Clerk II	14.93
01261 - Personnel Assistant (Employment) I	16.23
01262 - Personnel Assistant (Employment) II	18.16
01263 - Personnel Assistant (Employment) III	20.24
01270 - Production Control Clerk	20.26
01290 - Rental Clerk	14.97
01300 - Scheduler Maintenance	16.66
01311 - Secretary I	16.66
01312 - Secretary II	18.64
01313 - Secretary III	20.78
01320 - Service Order Dispatcher	17.51
01410 - Supply Technician	25.36
01420 - Survey Worker	16.63
01460 - Switchboard Operator/Receptionist	13.43
01531 - Travel Clerk I	13.28
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.61
01611 - Word Processor I	13.82
01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.61
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.01
07041 - Cook I	12.71
07042 - Cook II	15.05
07070 - Dishwasher	11.28
07130 - Food Service Worker	11.96
07210 - Meat Cutter	18.35

07260 - Waiter/Waitress	10.69
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.48
09040 - Furniture Handler	11.17
09080 - Furniture Refinisher	20.48
09090 - Furniture Refinisher Helper	14.27
09110 - Furniture Repairer Minor	17.37
09130 - Upholsterer	20.48
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.53
11060 - Elevator Operator	13.32
11090 - Gardener	18.99
11122 - Housekeeping Aide	13.41
11150 - Janitor	13.41
11210 - Laborer Grounds Maintenance	14.00
11240 - Maid or Houseman	11.81
11260 - Pruner	12.24
11270 - Tractor Operator	17.89
11330 - Trail Maintenance Worker	14.00
11360 - Window Cleaner	15.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.52
12011 - Breath Alcohol Technician	22.09
12012 - Certified Occupational Therapist Assistant	30.30
12015 - Certified Physical Therapist Assistant	27.72
12020 - Dental Assistant	18.45
12025 - Dental Hygienist	44.96
12030 - EKG Technician	30.87
12035 - Electroneurodiagnostic Technologist	30.87
12040 - Emergency Medical Technician	17.52
12071 - Licensed Practical Nurse I	19.74
12072 - Licensed Practical Nurse II	22.09
12073 - Licensed Practical Nurse III	24.61
12100 - Medical Assistant	15.09
12130 - Medical Laboratory Technician	22.25
12160 - Medical Record Clerk	16.67
12190 - Medical Record Technician	18.65
12195 - Medical Transcriptionist	19.74
12210 - Nuclear Medicine Technologist	48.51
12221 - Nursing Assistant I	11.39
12222 - Nursing Assistant II	12.81
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.70
12235 - Optical Dispenser	20.31
12236 - Optical Technician	19.74
12250 - Pharmacy Technician	16.06
12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	31.48
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08

12313 - Registered Nurse II Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	27.35
12320 - Substance Abuse Treatment Counselor	22.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.45
13012 - Exhibits Specialist II	21.62
13013 - Exhibits Specialist III	26.44
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	23.94
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	21.62
13058 - Library Technician	15.85
13061 - Media Specialist I	15.60
13062 - Media Specialist II	17.45
13063 - Media Specialist III	19.46
13071 - Photographer I	15.60
13072 - Photographer II	17.45
13073 - Photographer III	21.62
13074 - Photographer IV	26.44
13075 - Photographer V	31.99
13090 - Technical Order Library Clerk	16.45
13110 - Video Teleconference Technician	16.68
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	(see 1) 23.00
14072 - Computer Programmer II	(see 1) 24.90
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	15.04
14160 - Personal Computer Support Technician	22.75
14170 - System Support Specialist	26.56
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	42.43
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	24.10

15070 - Flight Instructor (Pilot)	42.43
15080 - Graphic Artist	21.68
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.43
15086 - Maintenance Test Pilot Rotary Wing	42.43
15088 - Non-Maintenance Test/Co-Pilot	42.43
15090 - Technical Instructor	20.91
15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.13
16030 - Counter Attendant	13.13
16040 - Dry Cleaner	15.02
16070 - Finisher Flatwork Machine	13.13
16090 - Presser Hand	13.13
16110 - Presser Machine Drycleaning	13.13
16130 - Presser Machine Shirts	13.13
16160 - Presser Machine Wearing Apparel Laundry	13.13
16190 - Sewing Machine Operator	15.65
16220 - Tailor	16.28
16250 - Washer Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.48
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.82
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	13.18
21071 - Order Filler	12.27
21080 - Production Line Worker (Food Processing)	17.82
21110 - Shipping Packer	15.83
21130 - Shipping/Receiving Clerk	15.83
21140 - Store Worker I	11.66
21150 - Stock Clerk	15.89
21210 - Tools And Parts Attendant	17.82
21410 - Warehouse Specialist	17.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23019 - Aircraft Logs and Records Technician	21.28
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft Painter	24.07
23060 - Aircraft Servicer	21.28
23070 - Aircraft Survival Flight Equipment Technician	24.07
23080 - Aircraft Worker	22.80
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.80

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.34
23110 - Appliance Mechanic	20.48
23120 - Bicycle Repairer	15.83
23125 - Cable Splicer	29.26
23130 - Carpenter Maintenance	21.01
23140 - Carpet Layer	18.92
23160 - Electrician Maintenance	23.03
23181 - Electronics Technician Maintenance I	18.92
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	17.37
23290 - Fire Alarm System Mechanic	22.01
23310 - Fire Extinguisher Repairer	15.83
23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.83
23392 - Gunsmith II	18.92
23393 - Gunsmith III	22.01
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.81
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.05
23430 - Heavy Equipment Mechanic	26.20
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	20.48
23470 - Laborer	13.18
23510 - Locksmith	20.48
23530 - Machinery Maintenance Mechanic	26.93
23550 - Machinist Maintenance	19.50
23580 - Maintenance Trades Helper	13.90
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	20.48
23760 - Painter Maintenance	17.30
23790 - Pipefitter Maintenance	23.93
23810 - Plumber Maintenance	22.27
23820 - Pneudraulic Systems Mechanic	22.01
23850 - Rigger	22.01
23870 - Scale Mechanic	18.92
23890 - Sheet-Metal Worker Maintenance	19.79
23910 - Small Engine Mechanic	18.92
23931 - Telecommunications Mechanic I	24.86

23932 - Telecommunications Mechanic II	29.69
23950 - Telephone Lineman	22.01
23960 - Welder Combination Maintenance	21.02
23965 - Well Driller	22.01
23970 - Woodcraft Worker	22.01
23980 - Woodworker	15.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.56
24570 - Child Care Attendant	11.29
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	11.64
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	13.82
27008 - Corrections Officer	21.91
27010 - Court Security Officer	21.91
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	21.91
27070 - Firefighter	21.91
27101 - Guard I	13.82
27102 - Guard II	16.13
27131 - Police Officer I	25.72
27132 - Police Officer II	28.58
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.76
28042 - Carnival Equipment Repairer	18.60
28043 - Carnival Worker	11.55
28210 - Gate Attendant/Gate Tender	16.08
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	18.00
28510 - Recreation Aide/Health Facility Attendant	13.13
28515 - Recreation Specialist	21.96
28630 - Sports Official	14.32
28690 - Swimming Pool Operator	22.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.45
29020 - Hatch Tender	19.45
29030 - Line Handler	19.45
29041 - Stevedore I	17.37
29042 - Stevedore II	21.45
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.84
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	21.56
30051 - Cryogenic Technician I	22.87
30052 - Cryogenic Technician II	25.26
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	26.82
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30095 - Evidence Control Specialist	20.65
30210 - Laboratory Technician	22.92
30221 - Latent Fingerprint Technician I	22.87
30222 - Latent Fingerprint Technician II	25.26
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30375 - Petroleum Supply Specialist	25.26
30390 - Photo-Optics Technician	24.69
30395 - Radiation Control Technician	25.26
30461 - Technical Writer I	22.49
30462 - Technical Writer II	27.51
30463 - Technical Writer III	31.24
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	26.82
30502 - Weather Forecaster II	32.63
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.12
30621 - Weather Observer Senior	(see 2) 24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	9.12
31030 - Bus Driver	17.45

31043 - Driver Courier	15.87
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	17.60
31310 - Taxi Driver	11.63
31361 - Truckdriver Light	17.60
31362 - Truckdriver Medium	19.31
31363 - Truckdriver Heavy	19.29
31364 - Truckdriver Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	11.86
99050 - Desk Clerk	11.77
99095 - Embalmer	28.19
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.58
99260 - Marketing Analyst	24.97
99310 - Mortician	28.19
99410 - Pest Controller	17.34
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	20.44
99711 - Recycling Specialist	26.13
99730 - Refuse Collector	17.60
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	12.27
99830 - Survey Party Chief	29.11
99831 - Surveying Aide	17.53
99832 - Surveying Technician	24.71
99840 - Vending Machine Attendant	17.81
99841 - Vending Machine Repairer	23.62
99842 - Vending Machine Repairer Helper	17.81

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 5 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. (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))."