

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Attn: [REDACTED] (949) 425-[REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) TOOLE COUNTY OF 235 DEER LODGE AVE PO BOX 550 SHELBY MT 594740550		9A. AMENDMENT OF SOLICITATION NO. [REDACTED]	
CODE 0364856670000 FACILITY CODE		9B. DATED (SEE ITEM 11) [REDACTED]	
		X 18A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-00021	
		18B. DATED (SEE ITEM 13) 09/27/2011	

**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 18, 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.**

<b>CHECK ONE</b>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
<b>X</b>	Mutual Agreement of the Parties

**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: 036485667

COR POC: [REDACTED] 406-495-[REDACTED]

Alternate COR POC: [REDACTED] 208-685-[REDACTED]

The purpose of this modification is to extend the period of performance indefinitely in accordance with Article IX.

Exempt Action: Y

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10

15A. NAME AND TITLE OF SIGNER (Type or print) Donna Whitt Sher: ft	[REDACTED]	effect. / print
15B. CONTRACTOR/OFFEROR [Signature]	15C. DATE SIGNED 01-19-16	15D. DATE SIGNED 1/19/16

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ERCIGSA-11-00021/P00001

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2 2

NAME OF OFFEROR OR CONTRACTOR  
TOOLE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All terms and conditions within the referenced remain the same.				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Attn: [REDACTED] (949) 425-[REDACTED] Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) TOOLE COUNTY OF 235 DEER LODGE AVE PO BOX 550 SHELBY MT 594740550		(x) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
CODE 0364856670000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO EROIGSA-11-00021	10B. DATED (SEE ITEM 13) 09/27/2011

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See Schedule

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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)

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

DUNS Number: 036485667

COR POC: [REDACTED] 801-886-[REDACTED]

Alternate COR POC: [REDACTED] 406-495-[REDACTED]

The purpose of this modification is to revise Article XIX Labor Standards and Wage Determination.

Incorporate Wage Determination Number 2015-5397

Revision 5 Dated 1/10/2018. See Attachment 1.

Exempt Action: Y Sensitive Award: NONE

All terms and conditions within the referenced remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED 5/31/18
	(Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Laguna Niguel CA 92	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, [REDACTED] Attn: [REDACTED] 425-[REDACTED] Laguna [REDACTED] 7 [REDACTED]
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  TOOLE COUNTY OF 235 DEER LODGE AVE PO BOX 550 SHELBY MT 594740550	9A. AMENDMENT OF SOLICITATION NO.  (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-00021
	10B. DATED (SEE ITEM 13) 09/27/2011

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	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 036485667  
 Primary Contracting Officer Representative (COR): [REDACTED], 801-886-[REDACTED]  
 Alternate COR: [REDACTED], 406-495-[REDACTED]

The purpose of this modification as follows:

A) Incorporating Wage Determination No.: 2015-5397, Rev No.: 10, Date of Rev.: 12/23/2019 under the Counties of Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland, State of Montana.

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)	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	[REDACTED]




**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-11-00021/P00003

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2 2

NAME OF OFFEROR OR CONTRACTOR  
TOOLE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>B) Adding a period of performance from 09/27/2011 through 09/26/2026 so the IGSA can be processed through Obligations Processing Center. However, the IGSA period of performance remains the same as indefinite per Modification Number P00001. Discount Terms:     Net 30 Period of Performance: 09/27/2011 to 09/26/2026</p> <p>Add Item 0001 as follows:</p> <p>Detention and Maintenance of ICE Detainees Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All terms and conditions within the referenced remain the same.</p>		DA		0.00

EROIGSA-11-0021  
 INTERGOVERNMENTAL SERVICE AGREEMENT  
 BETWEEN THE  
 UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
 U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
 OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS  
 AND  
 COUNTY OF TOOLE, MT.

This Intergovernmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and the COUNTY OF TOOLE, MT., ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

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

**TOOLE COUNTY DETENTION CENTER  
 235 DEER LODGE  
 SHELBY, MONTANA 59474**


The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Proposal dated 09/01/2011, as revised dated, incorporated herein by reference
- Attachment 1 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 - Wage Determination Number: 2011-0027, Dated 03/01/2011

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the [Name of Service Provider] and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

  
 Contracting Officer

Signature: 

Date: 9/27/2011

**ACCEPTED:**

Toole County Detention Center

Donna Whitt  
 Sheriff

Signature: 

Date: 8-25-11

**Article 1. Purpose**

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

Bed Day Rate at Toole County Detention Center 1 Male	\$	[REDACTED]	per detainee
Bed Day Rate at Toole County Detention Center 1 Female	\$	[REDACTED]	per detainee
* Transportation Mileage rate	\$	0.00	per mile
* Detainee Work Program Reimbursement	\$	0.00	per day
* See Article 17			

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

**Article 2. General**

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been



identified and made available, the Facility meets ICE requirements, and is in compliance with ICE 2008 Performance-Based National Detention Standards (PBNDS).

- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in a Task Order to this Agreement.
- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the Toole County Detention Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

### **Article 3. Covered Services**

- A. Bedspace: The Service Provider shall provide 1 male and 1 female beds on a space available basis, with minimum availability of █ beds. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.



If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.

- C. Unit of Service and Financial Liability: The unit of service is called a “Bed Day” and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
- 1) Salaries of elected officials
  - 2) Salaries of employees not directly engaged in the housing and detention of detainees
  - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
  - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
  - 5) Operating costs of facilities not utilized by Federal detainees
  - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
  - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
  - 8) Contingencies
- D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees’ language, as appropriate, to detainees who cannot read.
- E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.
- F. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use the facility's capacity, and such



occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision becomes effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

#### **Article 4. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute “proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. 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. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. 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 Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.

Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees



shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility.

As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COTR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- F. Emergency Evacuation: 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 the ICE COTR or designated ICE official within two (2) hours of evacuation.

#### **Article 5. ICE Performance-Based National Detention Standards and Other Applicable Standards**

The parties to this IGSA agree to enter into negotiations if and when the ICE Detention Standards are updated. This Agreement will be modified in writing upon mutual agreement.

The Service Provider shall house detainees and perform related detention services in accordance with the 2008 edition of ICE Performance Based National Detention Standards (PBNDS). The complete set of standards applicable to this procurement is available from the following website: [REDACTED] and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.

The Facility's operation shall reflect the PBNDS Expected Outcomes as summarized and outlined at length in Attachment 1, Performance Outcomes, 2008 Performance-Based National Detention Standards (PBNDS). Where minimum requirements are expressed, innovation is encouraged to further the goals of detention reform.

The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

## Article 6. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility, including: on-site sick call, over the counter medication and routine drugs and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided. The costs of all emergency medical services provided off-site will be the responsibility of IHSC and at no time shall the Service Provider incur any financial liability related to such services.
- C. A true copy of a detainee's medical records shall be transferred with the detainee.
- D. 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.
- E. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.
- F. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of 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 Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any.
- G. Onsite health care personnel shall perform initial medical screening within (12) hours of arrival to the Facility. Sick call coverage, provision of over-the-counter medications, treatment of minor injuries, treatment of special needs and mental health assessments shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD), or chest x-ray, and recoding the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- H. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and provide custody oversight and medication as needed.



- I. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care.
- J. If the Service Provider determines that an 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.
- K. The ICE Health Services Corps (IHSC) acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) to IHSC for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, and dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to IHSC. For medical care provided outside the Facility, the IHSC may determine that an alternative medical provider or institution more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address <http://www.inshealth.org/ManagedCare/MCForms.shtm>. Payment for all off-site medical care services will be made by IHSC directly to the offsite medical providers.
- L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. 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 organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for payment from the IHSC Managed Care Coordinator for service(s) beyond the initial emergency situation. Payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by IHSC directly to the medical provider(s).

IHSC Managed Care Coordinators  
ICE Health Services Corps  
1220 L Street, NW, Suite 500  
Washington, DC, 20005-4018  
Phone: (888) 718-8947  
Fax: (202) 732-0119

- M. The Service Provider shall allow IHSC Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of



liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).

N. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its subcontractor/vendor upon request from the Contracting Officer's Technical Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

1. The provision of health care to such individuals;
2. The health and safety of such individual or other inmates;
3. The health and safety of the officers or employees of or others at the correctional institution;
4. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
5. Law enforcement on the premises of the correctional institution; and
6. The administration and maintenance of the safety, security, and good order of the correctional institution.

O. The Service Provider shall direct offsite medical providers to submit all claims for authorized medical care are to be submitted to the following address:

HIS VA Financial Services Center  
PO Box 149345  
Austin TX 78714-9345  
(800) 479-0523

P. The ICE Health Services Corps (IHSC) provides limited prescription drug coverage for individuals in the custody of ICE.

Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

1. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # IHSC assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
2. The pharmacy shall run the prescription through the Script Care network for processing.

3. Formulary prescription will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
4. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, because non-formulary medications require prior authorization the pharmacy will receive a rejection indicating prior authorization is required. At that point the custodial facility will fax to Script Care the Drug Prior Authorization Request Form to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating the prescription has been approved. Non-Formulary urgent request must be submitted in the above manner except an X should be placed on the form in the space for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

#### **Article 7. No Employment of Unauthorized Aliens**

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

#### **Article 8. Employment Screening Requirements**

- A. General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.
- B. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:
  1. Criminal conduct, either as substantiated by convictions or independent evidence.
  2. Misconduct or negligence in employment.
  3. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
  4. Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others.
  5. Falsification and/or omission of pertinent information to influence a favorable employment decision.
  6. Dishonest conduct, to include failure to honor just debts.
  7. National security concerns.



8. Any other legitimate nondiscriminatory reason that DHS or its components find would adversely affect the efficiency of the service.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement has a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

- C. Suitability Determination: DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Service Provider employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable Entry-On-Duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the agreement. No employee of the Service Provider shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Service Provider employees assigned to the Agreement not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.
- D. Background Investigations: If the Service Provider is a law enforcement agency of a city, county or State, and if employment screening of the Service Provider is acceptable to ICE as a substitute for the requirements below, the Service Provider shall certify to the Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Service Provider employees (to include applicants, temporaries, part-time and replacement employees) under the Agreement, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the agreement. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit.



Prospective Service Provider employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Service Provider employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than five (5) days before the starting date of the Agreement or five (5) days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions." Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to Providers as well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the agreement. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the agreement.

Be advised that unless an applicant requiring access to sensitive information has resided in the United States for three (3) of the past five (5) years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this Agreement for any position that involves access to, development of, or maintenance to any DHS IT system.

- E. Continued Eligibility: If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Service Provider that the employee shall not continue to work or to be assigned to work under the Agreement.

The OPR-PSU may require drug screening for probable cause at any time and/or when the Provider independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every five (5) years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Service Provider employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Agreement.

The Service Provider will report any adverse information coming to their attention concerning Service Provider employees under the Agreement to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within 5 days of occurrence. The Provider will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

- F. Employment Eligibility: Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

Each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor, or under this contract.



The Contractor shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

- F. Security Management: The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this IGSA, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the "Department."

- G. Information Technology Security Clearance: When sensitive Government information is processed on Department telecommunications and automated information systems, the Service Provider agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub.* or its replacement. Service Provider personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Service Providers who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

- H. Information Technology Security Training and Oversight: All Service Provider employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Service Providers who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Service Providers, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to



promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

#### **Article 9. Period of Performance**

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 11. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

#### **Article 10. Inspections, Audit, Surveys, and Tours**

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



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

## **Article 11. Modifications and Disputes**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.
- B. Change Orders:
1. The Contracting Officer may under at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
    - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
    - (b) Place of performance of the services.
  2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
  3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
  4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
  5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.



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

## **Article 12. Adjusting the Bed Day Rate**

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate by accessing the link at <https://edes.usdoj.gov/igaice/> for access to the ICE Automated Intergovernmental Agreement (eIGA) System for instructions on preparing your Jail Operating Expense Information Form. There is a Facility Guide available on the website to assist you. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information submitted through the eIGA System, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As the bed day rate is fixed, there are no retroactive adjustment(s).

## **Article 13. Enrollment, Invoicing, and Payment**

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.



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

1. By mail:

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

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

802-288-7658

3. By e-mail:

[Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

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

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.

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

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, constitutes the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in Central Contractor Registration (CCR) and all information is accurate.

#### **Article 14. ICE Furnished Property**

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government 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 ICE furnished property.
- B. Service Provider Responsibility: 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 any ICE property immediately to ICE.

#### **Article 15. Hold Harmless Provisions**

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

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.



- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the 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 will 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's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

#### **Article 16. Financial Records**

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

#### **Article 17. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE 2008 PBNDS.



- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.
- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. At least [REDACTED] qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An [REDACTED] shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The number of escorts will be determined by the COTR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

The Service Provider shall, upon order of the COTR, or upon its own decision in an urgent medical situation with notification to the COTR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Provider shall then return the detainee to the Facility.

- F. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- G. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.



1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.

H. Government Furnished Vehicles: If ICE authorizes the Service Provider to use Government furnished vehicles, the following requirements apply to this agreement.

1. If ICE chooses to authorize Service Provider employees to operate Government furnished vehicles, the Government will provide the Service Provider with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE Designated Facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
2. The Service Provider agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Service Provider, its employees and or persons acting on behalf of the Service Provider. The Service Provider shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Service Provider agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
3. In addition, the Service Provider agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Service Provider, agents, or other persons acting on behalf of the Service Provider. The Service Provider agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Service Provider employees or agents; the Service Provider agrees to reimburse ICE for said settlement or adverse judgment.

4. In order for ICE to maintain accurate fleet records of the transportation services, the Service Provider officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used. The form that is required is the Official Detail Form (formerly G-391). This form is to be filled out at the beginning of each shift. At the end of a shift, the form is to be provided to the ICE Shift Supervisor with a copy to the COTR. The Service Provider shall keep the original for three years. The form is Attachment 8 to this Agreement.
  5. The COTR will provide forms to the Service Provider to request and authorize routine maintenance of vehicles.
  6. The Service Provider shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
  7. The Government will provide instruction on the proper use of the Fleet Card to all Service Provider personnel responsible for the operation of any Government Vehicle. The instruction will be in accordance with the DHS Fleet Card Manual (Attachment 6).
  8. A list of the Government vehicles authorized for use by the Service Provider is found as Attachment 7.
- I. Training and Compliance: The Service Provider shall comply with ICE transportation standards [REDACTED] related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- J. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- K. When the COTR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- L. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.



- M. Failure on the Service Provider’s part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
- N. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
- O. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
- P. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are [REDACTED] Mileage may vary from the table depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

Mileage From FACILITY	Locations	City	Frequency

**Article 18. Contracting Officer’s Technical Representative (COTR)**

- A. The COTR will be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

**Article 19. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)

#### **Article 20. Notification and Public Disclosures**

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

#### **Article 21. Incident Reporting**

The COTR shall be notified immediately in the event of all serious incidents. The COTR will provide after hours contact information to the Service Provider at the time of award.

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

#### **Article 22. Detainee Privacy**

The Service Provider agrees to comply with the Privacy Act of 1974 ("Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any



system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.

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

### **Article 23. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

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

### **Article 24. Detainee Telephone Services (DTS)**

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2008 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.



- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. **For shared Facilities:** ICE recognizes the Service Provider may have an existing contract with a Telecommunications Company to provide telephone service to ICE detainees and other inmates. ICE requires the Service Provider to require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. Additionally, ICE requires that the Service Provider or their Telecommunications Company provide that ICE detainees have direct access to the DTS Contractor for collect and prepaid calls. This shall occur at the expiration of any current contract with a Telecommunications Company. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services to ICE detainees. The Service Provider (and the Telecommunications Company) shall make all arrangements with the DTS Contractor independently from this Agreement. The DTS Contractor shall be responsible for the costs incurred to provide the pro bono services, and the maintenance and operation of the system, including a standard compensation to the Telecommunications Company. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- E. **For dedicated Facilities:** The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- F. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2008 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COTR or ICE designee of any inoperable telephones.



G. DTS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

[REDACTED]  
Customer Relations Manager  
(334) 375-[REDACTED]  
[REDACTED]

[REDACTED]  
Operations Manager  
(334) 375-[REDACTED]  
[REDACTED]

**Article 25. Government Use of Wireless Communication Devices**

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present.





01290 - Rental Clerk	13.79
01300 - Scheduler Maintenance	15.72
01311 - Secretary I	15.72
01312 - Secretary II	17.59
01313 - Secretary III	19.60
01320 - Service Order Dispatcher	17.62
01410 - Supply Technician	22.66
01420 - Survey Worker	15.03
01460 - Switchboard Operator/Receptionist	13.98
01531 - Travel Clerk I	11.90
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.59
01611 - Word Processor I	14.00
01612 - Word Processor II	15.72
01613 - Word Processor III	17.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.15
05010 - Automotive Electrician	17.16
05040 - Automotive Glass Installer	15.98
05070 - Automotive Worker	15.98
05110 - Mobile Equipment Servicer	13.83
05130 - Motor Equipment Metal Mechanic	18.32
05160 - Motor Equipment Metal Worker	15.98
05190 - Motor Vehicle Mechanic	18.32
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.90
05280 - Motor Vehicle Wrecker	15.98
05310 - Painter Automotive	17.16
05340 - Radiator Repair Specialist	15.98
05370 - Tire Repairer	13.51
05400 - Transmission Repair Specialist	18.32
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.09
07041 - Cook I	12.42
07042 - Cook II	14.34
07070 - Dishwasher	9.87
07130 - Food Service Worker	11.03
07210 - Meat Cutter	15.28
07260 - Waiter/Waitress	9.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.25
09040 - Furniture Handler	16.17
09080 - Furniture Refinisher	21.25
09090 - Furniture Refinisher Helper	18.60
09110 - Furniture Repairer Minor	20.80
09130 - Upholsterer	21.25
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.74
11060 - Elevator Operator	14.50
11090 - Gardener	16.39
11122 - Housekeeping Aide	14.50
11150 - Janitor	14.50
11210 - Laborer Grounds Maintenance	12.45
11240 - Maid or Houseman	10.99
11260 - Pruner	11.04
11270 - Tractor Operator	15.08
11330 - Trail Maintenance Worker	12.45
11360 - Window Cleaner	16.35
12000 - Health Occupations	
12010 - Ambulance Driver	16.20
12011 - Breath Alcohol Technician	19.50
12012 - Certified Occupational Therapist Assistant	24.83
12015 - Certified Physical Therapist Assistant	23.02
12020 - Dental Assistant	17.43
12025 - Dental Hygienist	35.17

12030 - EKG Technician		29.54
12035 - Electroneurodiagnostic Technologist		29.54
12040 - Emergency Medical Technician		16.20
12071 - Licensed Practical Nurse I		17.43
12072 - Licensed Practical Nurse II		19.50
12073 - Licensed Practical Nurse III		21.73
12100 - Medical Assistant		20.83
12130 - Medical Laboratory Technician		22.03
12160 - Medical Record Clerk		16.89
12190 - Medical Record Technician		18.90
12195 - Medical Transcriptionist		17.43
12210 - Nuclear Medicine Technologist		42.84
12221 - Nursing Assistant I		11.54
12222 - Nursing Assistant II		12.97
12223 - Nursing Assistant III		14.15
12224 - Nursing Assistant IV		15.89
12235 - Optical Dispenser		18.24
12236 - Optical Technician		17.43
12250 - Pharmacy Technician		16.07
12280 - Phlebotomist		16.93
12305 - Radiologic Technologist		27.78
12311 - Registered Nurse I		23.61
12312 - Registered Nurse II		28.88
12313 - Registered Nurse II Specialist		28.88
12314 - Registered Nurse III		34.94
12315 - Registered Nurse III Anesthetist		34.94
12316 - Registered Nurse IV		41.89
12317 - Scheduler (Drug and Alcohol Testing)		22.08
12320 - Substance Abuse Treatment Counselor		21.56
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		15.40
13012 - Exhibits Specialist II		19.08
13013 - Exhibits Specialist III		23.34
13041 - Illustrator I		16.93
13042 - Illustrator II		20.98
13043 - Illustrator III		24.94
13047 - Librarian		21.13
13050 - Library Aide/Clerk		11.97
13054 - Library Information Technology Systems Administrator		19.08
13058 - Library Technician		14.01
13061 - Media Specialist I		13.76
13062 - Media Specialist II		15.40
13063 - Media Specialist III		17.16
13071 - Photographer I		15.46
13072 - Photographer II		17.98
13073 - Photographer III		22.28
13074 - Photographer IV		26.63
13075 - Photographer V		32.98
13090 - Technical Order Library Clerk		15.74
13110 - Video Teleconference Technician		13.76
14000 - Information Technology Occupations		
14041 - Computer Operator I		12.91
14042 - Computer Operator II		14.44
14043 - Computer Operator III		16.10
14044 - Computer Operator IV		17.93
14045 - Computer Operator V		19.82
14071 - Computer Programmer I	(see 1)	21.01
14072 - Computer Programmer II	(see 1)	26.04
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		12.91



14160 - Personal Computer Support Technician	17.93
14170 - System Support Specialist	23.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.19
15020 - Aircrew Training Devices Instructor (Rated)	35.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.49
15050 - Computer Based Training Specialist / Instructor	29.19
15060 - Educational Technologist	22.79
15070 - Flight Instructor (Pilot)	41.49
15080 - Graphic Artist	20.59
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.49
15086 - Maintenance Test Pilot Rotary Wing	41.49
15088 - Non-Maintenance Test/Co-Pilot	41.49
15090 - Technical Instructor	18.51
15095 - Technical Instructor/Course Developer	22.65
15110 - Test Proctor	14.95
15120 - Tutor	14.95
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.95
16030 - Counter Attendant	9.95
16040 - Dry Cleaner	11.36
16070 - Finisher Flatwork Machine	9.95
16090 - Presser Hand	9.95
16110 - Presser Machine Drycleaning	9.95
16130 - Presser Machine Shirts	9.95
16160 - Presser Machine Wearing Apparel Laundry	9.95
16190 - Sewing Machine Operator	11.96
16220 - Tailor	12.59
16250 - Washer Machine	10.42
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.40
19040 - Tool And Die Maker	32.70
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.92
21030 - Material Coordinator	21.93
21040 - Material Expediter	21.93
21050 - Material Handling Laborer	15.74
21071 - Order Filler	13.39
21080 - Production Line Worker (Food Processing)	17.92
21110 - Shipping Packer	16.05
21130 - Shipping/Receiving Clerk	16.05
21140 - Store Worker I	12.32
21150 - Stock Clerk	17.47
21210 - Tools And Parts Attendant	17.92
21410 - Warehouse Specialist	17.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.65
23019 - Aircraft Logs and Records Technician	24.45
23021 - Aircraft Mechanic I	29.98
23022 - Aircraft Mechanic II	31.65
23023 - Aircraft Mechanic III	33.46
23040 - Aircraft Mechanic Helper	20.87
23050 - Aircraft Painter	28.14
23060 - Aircraft Servicer	24.45
23070 - Aircraft Survival Flight Equipment Technician	28.14
23080 - Aircraft Worker	26.20
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.20
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.98
23110 - Appliance Mechanic	25.72
23120 - Bicycle Repairer	19.02
23125 - Cable Splicer	39.62
23130 - Carpenter Maintenance	21.77
23140 - Carpet Layer	26.20

23160 - Electrician Maintenance	30.77
23181 - Electronics Technician Maintenance I	26.20
23182 - Electronics Technician Maintenance II	28.14
23183 - Electronics Technician Maintenance III	30.04
23260 - Fabric Worker	23.61
23290 - Fire Alarm System Mechanic	28.19
23310 - Fire Extinguisher Repairer	21.91
23311 - Fuel Distribution System Mechanic	28.19
23312 - Fuel Distribution System Operator	22.14
23370 - General Maintenance Worker	18.57
23380 - Ground Support Equipment Mechanic	29.98
23381 - Ground Support Equipment Servicer	24.45
23382 - Ground Support Equipment Worker	26.20
23391 - Gunsmith I	21.91
23392 - Gunsmith II	25.29
23393 - Gunsmith III	29.02
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.94
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	25.34
23430 - Heavy Equipment Mechanic	26.71
23440 - Heavy Equipment Operator	24.37
23460 - Instrument Mechanic	28.86
23465 - Laboratory/Shelter Mechanic	27.18
23470 - Laborer	15.74
23510 - Locksmith	25.06
23530 - Machinery Maintenance Mechanic	30.49
23550 - Machinist Maintenance	23.45
23580 - Maintenance Trades Helper	16.70
23591 - Metrology Technician I	28.86
23592 - Metrology Technician II	30.46
23593 - Metrology Technician III	32.21
23640 - Millwright	28.19
23710 - Office Appliance Repairer	26.40
23760 - Painter Maintenance	24.16
23790 - Pipefitter Maintenance	32.59
23810 - Plumber Maintenance	26.90
23820 - Pneudraulic Systems Mechanic	29.02
23850 - Rigger	29.02
23870 - Scale Mechanic	25.29
23890 - Sheet-Metal Worker Maintenance	27.13
23910 - Small Engine Mechanic	23.16
23931 - Telecommunications Mechanic I	31.27
23932 - Telecommunications Mechanic II	33.10
23950 - Telephone Lineman	29.71
23960 - Welder Combination Maintenance	20.41
23965 - Well Driller	28.19
23970 - Woodcraft Worker	29.02
23980 - Woodworker	21.29
24000 - Personal Needs Occupations	
24550 - Case Manager	13.51
24570 - Child Care Attendant	10.52
24580 - Child Care Center Clerk	13.12
24610 - Chore Aide	11.16
24620 - Family Readiness And Support Services Coordinator	13.51
24630 - Homemaker	13.51
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.89
25040 - Sewage Plant Operator	19.61
25070 - Stationary Engineer	29.89
25190 - Ventilation Equipment Tender	20.77
25210 - Water Treatment Plant Operator	19.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.74



27007 - Baggage Inspector	12.80
27008 - Corrections Officer	19.71
27010 - Court Security Officer	20.94
27030 - Detection Dog Handler	14.61
27040 - Detention Officer	19.71
27070 - Firefighter	22.16
27101 - Guard I	12.80
27102 - Guard II	14.61
27131 - Police Officer I	21.39
27132 - Police Officer II	23.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.09
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	10.08
28210 - Gate Attendant/Gate Tender	17.46
28310 - Lifeguard	13.09
28350 - Park Attendant (Aide)	19.53
28510 - Recreation Aide/Health Facility Attendant	14.25
28515 - Recreation Specialist	18.59
28630 - Sports Official	15.55
28690 - Swimming Pool Operator	20.70
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.27
29020 - Hatch Tender	28.27
29030 - Line Handler	28.27
29041 - Stevedore I	26.90
29042 - Stevedore II	30.95
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	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.16
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68
30090 - Environmental Technician	16.38
30095 - Evidence Control Specialist	19.49
30210 - Laboratory Technician	19.21
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	18.32
30362 - Paralegal/Legal Assistant II	22.69
30363 - Paralegal/Legal Assistant III	27.76
30364 - Paralegal/Legal Assistant IV	33.58
30375 - Petroleum Supply Specialist	23.85
30390 - Photo-Optics Technician	21.89
30395 - Radiation Control Technician	23.85
30461 - Technical Writer I	18.37
30462 - Technical Writer II	22.46
30463 - Technical Writer III	27.18
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	24.86
30502 - Weather Forecaster II	30.24
30620 - Weather Observer Combined Upper Air Or	(see 2) 20.47
Surface Programs	
30621 - Weather Observer Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	12.05
31030 - Bus Driver	17.57
31043 - Driver Courier	14.81
31260 - Parking and Lot Attendant	13.28
31290 - Shuttle Bus Driver	16.09
31310 - Taxi Driver	12.98
31361 - Truckdriver Light	16.09
31362 - Truckdriver Medium	19.48
31363 - Truckdriver Heavy	23.68
31364 - Truckdriver Tractor-Trailer	23.68
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	10.62
99050 - Desk Clerk	10.58
99095 - Embalmer	26.66
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	14.25
99252 - Laboratory Animal Caretaker II	15.49
99260 - Marketing Analyst	26.24
99310 - Mortician	26.66
99410 - Pest Controller	20.35
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	19.53
99711 - Recycling Specialist	23.65
99730 - Refuse Collector	17.32
99810 - Sales Clerk	12.46
99820 - School Crossing Guard	14.00
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.93
99832 - Surveying Technician	18.94
99840 - Vending Machine Attendant	17.74
99841 - Vending Machine Repairer	21.05
99842 - Vending Machine Repairer Helper	17.74

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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](http://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))."



