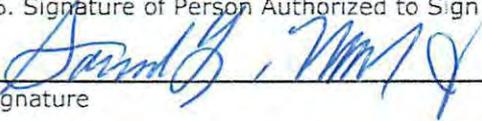
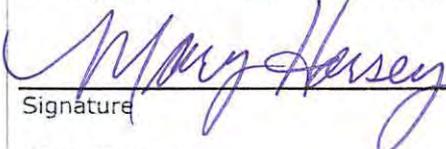
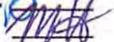


**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Detention Services  
Intergovernmental Agreement**

1. Agreement Number 79-12-0015	2. Effective Date See Block 19	3. Facility Code(s) 6R3	4. DUNS Number 78495025
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025		6. Local Government East Hidalgo Detention Center 1300 Highway 107 La Villa, Texas 78562  Tax ID#: 74-6000058	
7. Appropriation Data  15X1020		8. Local Contact Person Elberto Bravo, Warden	
		9. Telephone: (956) 262-4511 Fax: Email: (b)(6), (b)(7)(C)	
<b>Services</b>		<b>Estimated Number of Federal Beds</b>	<b>Per Diem Rate</b>
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		11.  Male: 1,202 Female: 144  Total: 1,346	12.  \$59.26
13a. Optional Guard/Transportation Services to:  <input checked="" type="checkbox"/> Medical Facility  <input checked="" type="checkbox"/> U.S. Courthouse  <input type="checkbox"/> JPATS		14.  Guard/Transportation Hourly Rate: \$22.58  Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.	
13b. <input checked="" type="checkbox"/> Department of Labor Wage Determination			
15. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agrees to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local)   _____ Signature  Loyd Neal _____ Print Name  County Judge _____ Title  7-24-12 _____ Date	
17. Federal Detainee Type Authorized  <input checked="" type="checkbox"/> Adult Male  <input checked="" type="checkbox"/> Adult Female  <input type="checkbox"/> Juvenile Male  <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User  <input checked="" type="checkbox"/> BOP  <input checked="" type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)   _____ Signature  Mary Horsey _____ Print Name  Grant Specialist _____ Title  JUL 24 2012 _____ Date	

Authority ..... 3  
Purpose of Agreement and Security Provided ..... 3  
Period of Performance and Termination ..... 3  
Assignment and Outsourcing of Jail Operations..... 4  
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Optional Guard/Transportation Services to Medical Facility ..... 6  
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Special Notifications ..... 8  
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Local Government (initial):   
Federal Government (initial): 

## **Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **East Hidalgo Detention Center**, State or County Government (hereinafter referred to as "Local Government"), who hereby agree as follows:

## **Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **East Hidalgo Detention Center, 1300 Highway 107, La Villa, Texas 78562** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement (see attached).

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

## **Period of Performance and Termination**

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at



least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

### **Assignment and Outsourcing of Jail Operations**

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### **Medical Services**

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such



an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

### **Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the

*[Handwritten initials]*

Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

### **Optional Guard/Transportation Services to Medical Facility**

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **sixty (60) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.



These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **sixty (60) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

#### **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by (b) (7)(E) qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After **sixty (60) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

### **Special Management Inmates and Suicide Prevention**

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

### **Prisoner Rape Elimination Act (PREA)**

The Facility must post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the Facility. (See Page 13.) The Facility must abide by all relevant PREA regulations.

### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

### **Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **East Hidalgo Detention Center's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **sixty (60) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **sixty (60) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

### **Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

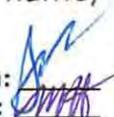
Addresses for the components are:

United States Marshals Service  
Bob Casey Federal Courthouse  
515 Rusk Avenue  
Suite 10002  
Houston, Texas 77002  
(713) 718-4800

Bureau of Prisons  
727 East Cesar Chavez Blvd.  
Suite B-138  
San Antonio, Texas 78206  
(210) 472-6225

Immigration and Customs Enforcement  
126 Northpoint Drive  
Houston, Texas 77060  
(281) 774-4816

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name,



title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

### **Payment Procedures**

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

### **Hold Harmless**

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

### **Disputes**

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

### **Inspection of Services**

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

**Modifications**

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

**Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

## Rape Elimination Act Reporting Information

### SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### Definitions

#### A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

#### B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

#### C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy:

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

### Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

*[Handwritten initials]*

Agreement Number 79-12-0015

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the  
Federal Detention Trustee  
Washington, DC

Published February 2008

RECEIVED

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PRISONER OPERATIONS  
DIVISION

WD 05-2519 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

\*\*\*\*\*

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

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

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2519  
Revision No.: 13  
Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.16
01012 - Accounting Clerk II		12.52
01013 - Accounting Clerk III		14.48
01020 - Administrative Assistant		16.86
01040 - Court Reporter		15.03
01051 - Data Entry Operator I		9.50
01052 - Data Entry Operator II		10.37
01060 - Dispatcher, Motor Vehicle		14.48
01070 - Document Preparation Clerk		10.46
01090 - Duplicating Machine Operator		10.46
01111 - General Clerk I		10.21
01112 - General Clerk II		11.16
01113 - General Clerk III		12.52
01120 - Housing Referral Assistant		16.69
01141 - Messenger Courier		9.90
01191 - Order Clerk I		9.70
01192 - Order Clerk II		10.59
01261 - Personnel Assistant (Employment) I		12.52
01262 - Personnel Assistant (Employment) II		15.33
01263 - Personnel Assistant (Employment) III		17.11
01270 - Production Control Clerk		13.34
01280 - Receptionist		9.51
01290 - Rental Clerk		12.52
01300 - Scheduler, Maintenance		12.90
01311 - Secretary I		12.90
01312 - Secretary II		14.43
01313 - Secretary III		16.10
01320 - Service Order Dispatcher		12.82
01410 - Supply Technician		16.86
01420 - Survey Worker		14.38
01531 - Travel Clerk I		10.71
01532 - Travel Clerk II		11.73
01533 - Travel Clerk III		12.58
01611 - Word Processor I		10.10
01612 - Word Processor II		12.50
01613 - Word Processor III		14.48
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.72
05010 - Automotive Electrician		13.04
05040 - Automotive Glass Installer		12.21
05070 - Automotive Worker		12.21
05110 - Mobile Equipment Servicer		10.83
05130 - Motor Equipment Metal Mechanic		13.72

05160 - Motor Equipment Met. Worker	12.21
05190 - Motor Vehicle Mechanic	13.72
05220 - Motor Vehicle Mechanic Helper	10.29
05250 - Motor Vehicle Upholstery Worker	11.52
05280 - Motor Vehicle Wrecker	12.21
05310 - Painter, Automotive	13.04
05340 - Radiator Repair Specialist	12.21
05370 - Tire Repairer	10.10
05400 - Transmission Repair Specialist	13.72
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.31
07041 - Cook I	8.74
07042 - Cook II	9.34
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.27
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	8.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.19
09040 - Furniture Handler	9.08
09080 - Furniture Refinisher	13.38
09090 - Furniture Refinisher Helper	10.22
09110 - Furniture Repairer, Minor	11.78
09130 - Upholsterer	13.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	8.45
11090 - Gardener	11.16
11122 - Housekeeping Aide	8.27
11150 - Janitor	9.29
11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.25
11260 - Pruner	8.21
11270 - Tractor Operator	10.68
11330 - Trail Maintenance Worker	9.04
11360 - Window Cleaner	9.87
12000 - Health Occupations	
12010 - Ambulance Driver	14.85
12011 - Breath Alcohol Technician	15.30
12012 - Certified Occupational Therapist Assistant	22.12
12015 - Certified Physical Therapist Assistant	22.99
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	30.90
12030 - EKG Technician	24.42
12035 - Electroneurodiagnostic Technologist	24.42
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	15.52
12072 - Licensed Practical Nurse II	17.37
12073 - Licensed Practical Nurse III	19.38
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	14.36
12160 - Medical Record Clerk	12.34
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	14.16
12210 - Nuclear Medicine Technologist	34.71
12221 - Nursing Assistant I	8.74
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.72
12224 - Nursing Assistant IV	12.03
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	22.15

12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II, Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III, Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	20.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54
13043 - Illustrator III	26.37
13047 - Librarian	23.88
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	21.54
13058 - Library Technician	13.22
13061 - Media Specialist I	15.54
13062 - Media Specialist II	17.38
13063 - Media Specialist III	19.39
13071 - Photographer I	14.67
13072 - Photographer II	16.41
13073 - Photographer III	20.35
13074 - Photographer IV	23.45
13075 - Photographer V	29.26
13110 - Video Teleconference Technician	15.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.38
14042 - Computer Operator II	13.85
14043 - Computer Operator III	15.48
14044 - Computer Operator IV	17.27
14045 - Computer Operator V	19.18
14071 - Computer Programmer I	(see 1) 17.38
14072 - Computer Programmer II	(see 1) 20.63
14073 - Computer Programmer III	(see 1) 25.90
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 25.75
14102 - Computer Systems Analyst II	(see 1) 26.90
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	12.68
14160 - Personal Computer Support Technician	17.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.41
15020 - Aircrew Training Devices Instructor (Rated)	28.33
15030 - Air Crew Training Devices Instructor (Pilot)	33.51
15050 - Computer Based Training Specialist / Instructor	23.41
15060 - Educational Technologist	29.50
15070 - Flight Instructor (Pilot)	33.51
15080 - Graphic Artist	17.26
15090 - Technical Instructor	16.83
15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	11.18
15120 - Tutor	11.18
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	9.32
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93

16190 - Sewing Machine Oper or	9.79
16220 - Tailor	10.31
16250 - Washer, Machine	8.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.16
21030 - Material Coordinator	14.22
21040 - Material Expediter	14.22
21050 - Material Handling Laborer	9.44
21071 - Order Filler	8.83
21080 - Production Line Worker (Food Processing)	10.22
21110 - Shipping Packer	10.00
21130 - Shipping/Receiving Clerk	10.00
21140 - Store Worker I	10.23
21150 - Stock Clerk	13.65
21210 - Tools And Parts Attendant	10.22
21410 - Warehouse Specialist	10.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	15.92
23021 - Aircraft Mechanic I	15.15
23022 - Aircraft Mechanic II	15.92
23023 - Aircraft Mechanic III	16.71
23040 - Aircraft Mechanic Helper	11.24
23050 - Aircraft, Painter	14.17
23060 - Aircraft Servicer	13.56
23080 - Aircraft Worker	13.59
23110 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	18.01
23130 - Carpenter, Maintenance	12.88
23140 - Carpet Layer	13.27
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.58
23260 - Fabric Worker	12.51
23290 - Fire Alarm System Mechanic	15.10
23310 - Fire Extinguisher Repairer	11.64
23311 - Fuel Distribution System Mechanic	15.18
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	15.15
23381 - Ground Support Equipment Servicer	13.56
23382 - Ground Support Equipment Worker	13.59
23391 - Gunsmith I	11.44
23392 - Gunsmith II	13.08
23393 - Gunsmith III	14.73
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	12.95
23430 - Heavy Equipment Mechanic	16.02
23440 - Heavy Equipment Operator	12.08
23460 - Instrument Mechanic	15.10
23465 - Laboratory/Shelter Mechanic	13.88
23470 - Laborer	8.14
23510 - Locksmith	12.88
23530 - Machinery Maintenance Mechanic	15.39
23550 - Machinist, Maintenance	12.75
23580 - Maintenance Trades Helper	10.16
23591 - Metrology Technician I	15.10
23592 - Metrology Technician II	15.98

23593 - Metrology Technician III	16.85
23640 - Millwright	15.10
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	13.23
23810 - Plumber, Maintenance	12.87
23820 - Pneudraulic Systems Mechanic	15.10
23850 - Rigger	15.77
23870 - Scale Mechanic	13.41
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	13.41
23931 - Telecommunications Mechanic I	18.04
23932 - Telecommunications Mechanic II	18.94
23950 - Telephone Lineman	15.15
23960 - Welder, Combination, Maintenance	13.27
23965 - Well Driller	15.10
23970 - Woodcraft Worker	14.91
23980 - Woodworker	10.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.31
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	7.98
24620 - Family Readiness And Support Services Coordinator	9.22
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.40
25040 - Sewage Plant Operator	12.03
25070 - Stationary Engineer	16.40
25190 - Ventilation Equipment Tender	11.90
25210 - Water Treatment Plant Operator	12.03
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.46
27007 - Baggage Inspector	10.02
27008 - Corrections Officer	14.94 ✓
27010 - Court Security Officer	17.35
27030 - Detection Dog Handler	14.63
27040 - Detention Officer	14.94 ✓
27070 - Firefighter	17.58
27101 - Guard I	10.02
27102 - Guard II	14.63
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.64
28042 - Carnival Equipment Repairer	10.18
28043 - Carnival Equipment Worker	9.27
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.23
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	12.56
29020 - Hatch Tender	12.56
29030 - Line Handler	12.56
29041 - Stevedore I	12.20
29042 - Stevedore II	13.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16

30021 - Archeological Technician I	13.92
30022 - Archeological Technician II	14.74
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	13.11
30062 - Drafter/CAD Operator II	14.64
30063 - Drafter/CAD Operator III	16.36
30064 - Drafter/CAD Operator IV	18.60
30081 - Engineering Technician I	12.25
30082 - Engineering Technician II	13.77
30083 - Engineering Technician III	15.38
30084 - Engineering Technician IV	19.08
30085 - Engineering Technician V	22.36
30086 - Engineering Technician VI	27.40
30090 - Environmental Technician	19.00
30210 - Laboratory Technician	16.36
30240 - Mathematical Technician	18.17
30361 - Paralegal/Legal Assistant I	15.14
30362 - Paralegal/Legal Assistant II	17.38
30363 - Paralegal/Legal Assistant III	21.26
30364 - Paralegal/Legal Assistant IV	25.72
30390 - Photo-Optics Technician	18.17
30461 - Technical Writer I	18.17
30462 - Technical Writer II	20.91
30463 - Technical Writer III	24.95
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 16.36
30621 - Weather Observer, Senior	(see 3) 18.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.33
31030 - Bus Driver	13.68
31043 - Driver Courier	10.40
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	11.20
31310 - Taxi Driver	7.32
31361 - Truckdriver, Light	11.20
31362 - Truckdriver, Medium	12.07
31363 - Truckdriver, Heavy	14.67
31364 - Truckdriver, Tractor-Trailer	14.67
99000 - Miscellaneous Occupations	
99030 - Cashier	8.43
99050 - Desk Clerk	7.75
99095 - Embalmer	23.19
99251 - Laboratory Animal Caretaker I	13.71
99252 - Laboratory Animal Caretaker II	14.39
99310 - Mortician	23.19
99410 - Pest Controller	13.33
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.54
99711 - Recycling Specialist	13.78
99730 - Refuse Collector	11.00
99810 - Sales Clerk	10.71
99820 - School Crossing Guard	11.36
99830 - Survey Party Chief	18.99
99831 - Surveying Aide	12.91
99832 - Surveying Technician	15.88
99840 - Vending Machine Attendant	10.70
99841 - Vending Machine Repairer	12.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

## 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.