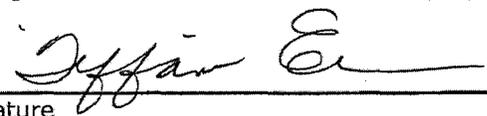


1. Agreement Number 18-07-0009	2. Effective Date See Block 19.	3. Facility Code(s) 4Z3	4. DUNS Number 79-747-0549
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Programs & Assistance Branch Washington, DC 20530-1000		6. Local Government D. Ray James Prison 68 Kingsland Drive Folkston, GA 31537 Tax ID#: 58-6000796	
7. Appropriation Data 15X1020		8. Local Contact Person Steve Nance 9. Tel: 912-496-2549 Fax: 912-496-1156 Email: charltoncomm@windstream.net	
Services		Number of Federal Beds	Per-Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. Male: 300 Female: 0 (Estimated Federal Beds)	12. \$59.50
13. Optional Guard/Transportation Services: <input checked="" type="checkbox"/> Medical Services <input checked="" type="checkbox"/> U.S. Courthouse		14. Guard Hour Rate: \$15.00 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
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 of the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i>		16. Signature of Person Authorized to Sign (Local)  _____ Signature Steve Nance _____ Name County Administrator _____ Title 12-17-09 _____ Date	
17. Prisoner and Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> ICE Detainees	18. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal)  _____ Signature Tiffani Eason _____ Name Grants Specialist _____ Title 1/13/2010 _____ Date	

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts 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 the D. Ray James Prison (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) to house federal detainees with the Local Government at the D. Ray James Prison 68 Kingsland Drive Folkston, GA 31537 (hereinafter referred to as "the facility").

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 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 Federal Performance-based Detention Standards.

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 3 years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than 120 calendar

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days notice of their intent to terminate. 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

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 full range of medical care inside the detention facility. The level of care inside the facility should be the same 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 prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, 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 the medical care provider not the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All outside medical care provided to federal detainees must be pre-approved by the Federal Government. 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

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100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, USM 218 Detention Facility Investigative Report. 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) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are utilized, they shall be read between 48 and 72 hours after placement.

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 disease 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 days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records 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 prisoners.

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 with proper agency credentials.

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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 Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Bureau of Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). 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 district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Services in block 13 on page (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 their 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. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

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 has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 36 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 (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its

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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. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

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 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.

If an hourly rate for these services has been agreed upon to reimburse the Local Government it will be stipulated on page (1) of this Agreement. After 36 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

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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 of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The detention facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Page 11)

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: www.arnet.gov.

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.

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 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;

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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 \$59.50, and shall not be subject to adjustment on the basis of D. Ray James Prison actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for 36 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 36 months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on DSNetwork will be required before a new per-diem rate can 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
Middle District of Florida
801 N Florida Avenue, 4th floor
Tampa, Florida 33602-4519
(813) 274-6401

United States Marshals Service
Southern District of Georgia
125 Bull Street, Room 333
Savannah, Georgia 31401
(912) 652-4212

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 rate per day) shall be listed, along with the name,

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title, complete address and telephone number of the Local Government official responsible for invoice preparation.

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 on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

D. Ray James Prison
68 Kingsland Drive Folkston, GA 31537

Modifications and Disputes

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.

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

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services.

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 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.

Prisoner 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:

- 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

QuickTime™ and a decompressor are needed to see this picture.

Published February 2008

1. Agreement No. 18-07-0009	2. Effective Date See Block 13B.	3. Facility Code(s) 4Z3X	4. Modification No. One (1)	5. DUNS No. 799-747-0549
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Interagency Agreements Washington, DC 20530-1000		7. Local Government D. Ray James Prison/Charlton County 68 Kingsland Drive Folkston, Georgia 31537		
8. Appropriation Data 15X1020	9. <i>Per-Diem</i> Rate \$59.50	10. Guard/Transportation Hourly Rate \$15.00		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>THE PURPOSE OF THIS MODIFICATION IS TO ADD CODE 4Z3X IN JDIS FOR THE TRACKING OF JPATS PRISONERS AT THE FACILITY IN BLOCK 7.</p> <p>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT		
_____ <i>Signature</i>		_____ Aisha Ogburn <i>Mary Hensen</i> <i>Signature</i>		
_____ TITLE DATE		_____ Grants Specialist FEB 11 2013 TITLE DATE		

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 18-07-0009	2. Effective Date See Block 13B.	3. Facility Code(s) 423	4. Modification 2	5. DUNS No.
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Interagency Agreements 2604 Jefferson Davis Highway Alexandria, Virginia 22301		7. Local Government D. Ray James Correctional Facility 3262 Highway 252 East Folkston, GA 31537		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$59.50	10. Guard/Transportation Hourly Rate \$15.00		
11. THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION 2005-2115 (REV NO 13), DATED ON 6/19/2013, AS NOTED ON PAGES 2-12.				

EXCEPT AS PROVIDED SPECIFICALLY HEREIN ALL TERMS AND CONDITIONS OF THE INTERGOVERNMENTAL DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

- A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT
- B. LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
 Signature	 Signature
Chairman TITLE	Grants Specialist TITLE
2/18/2014 DATE	2/20/2014 DATE
Chatham County	

Agreement Number: 18-07-0009

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Intergovernmental Agreement Number 18-07-0009 is hereby modified to incorporate the Department of Labor Wage Determination 2005-2115 (Rev.13), dated 6/19/2013. In accordance with FAR PART 52.222.43 (F), Contractor must notify the Contracting Officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in this clause shall preclude the government from asserting a claim within the period permitted by law. This notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and materials of labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing.

WD 05-2115 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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.: 2005-2115
Revision No.: 13
Date Of Revision: 06/19/2013

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette,
Madison, Nassau, Putnam, Saint Johns, Suwanee, Taylor
Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.14
01012 - Accounting Clerk II		13.62
01013 - Accounting Clerk III		16.03
01020 - Administrative Assistant		18.33
01040 - Court Reporter		15.07
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		13.15
01060 - Dispatcher, Motor Vehicle		16.75
01070 - Document Preparation Clerk		11.81
01090 - Duplicating Machine Operator		11.81
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		16.80
01141 - Messenger Courier		10.89
01191 - Order Clerk I		12.79
01192 - Order Clerk II		13.69
01261 - Personnel Assistant (Employment) I		13.47
01262 - Personnel Assistant (Employment) II		15.07
01263 - Personnel Assistant (Employment) III		16.80
01270 - Production Control Clerk		18.80
01280 - Receptionist		11.93
01290 - Rental Clerk		12.50
01300 - Scheduler, Maintenance		13.47
01311 - Secretary I		13.47
01312 - Secretary II		15.07
01313 - Secretary III		16.80
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		18.33
01420 - Survey Worker		14.09
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.45
01533 - Travel Clerk III		14.49
01611 - Word Processor I		12.58
01612 - Word Processor II		15.29
01613 - Word Processor III		17.11
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.96
05010 - Automotive Electrician		16.74

05040 - Automotive Glass Installer	14.73
05070 - Automotive Worker	14.73
05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	14.73
05190 - Motor Vehicle Mechanic	17.18
05220 - Motor Vehicle Mechanic Helper	12.01
05250 - Motor Vehicle Upholstery Worker	13.71
05280 - Motor Vehicle Wrecker	14.73
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.73
05370 - Tire Repairer	11.70
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	10.86
07042 - Cook II	12.20
07070 - Dishwasher	8.18
07130 - Food Service Worker	9.21
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	9.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.52
09040 - Furniture Handler	10.58
09080 - Furniture Refinisher	16.52
09090 - Furniture Refinisher Helper	12.29
09110 - Furniture Repairer, Minor	14.40
09130 - Upholsterer	16.52
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.02
11060 - Elevator Operator	10.02
11090 - Gardener	12.83
11122 - Housekeeping Aide	11.17
11150 - Janitor	11.17
11210 - Laborer, Grounds Maintenance	11.30
11240 - Maid or Houseman	8.91
11260 - Pruner	10.07
11270 - Tractor Operator	12.66
11330 - Trail Maintenance Worker	11.30
11360 - Window Cleaner	12.59
12000 - Health Occupations	
12010 - Ambulance Driver	15.60
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	27.76
12015 - Certified Physical Therapist Assistant	22.30
12020 - Dental Assistant	16.28
12025 - Dental Hygienist	27.39
12030 - EKG Technician	21.26
12035 - Electroneurodiagnostic Technologist	21.26
12040 - Emergency Medical Technician	15.15
12071 - Licensed Practical Nurse I	15.80
12072 - Licensed Practical Nurse II	17.67
12073 - Licensed Practical Nurse III	18.89
12100 - Medical Assistant	13.57
12130 - Medical Laboratory Technician	17.22
12160 - Medical Record Clerk	13.75
12190 - Medical Record Technician	15.38
12195 - Medical Transcriptionist	15.65
12210 - Nuclear Medicine Technologist	32.90
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67

12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	19.34
12236 - Optical Technician	14.66
12250 - Pharmacy Technician	14.44
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	23.35
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.52
12317 - Scheduler (Drug and Alcohol Testing)	20.99
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.79
13042 - Illustrator II	23.29
13043 - Illustrator III	28.49
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.40
13054 - Library Information Technology Systems Administrator	22.40
13058 - Library Technician	13.25
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.53
13071 - Photographer I	13.56
13072 - Photographer II	16.00
13073 - Photographer III	18.80
13074 - Photographer IV	23.00
13075 - Photographer V	27.82
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.44
14042 - Computer Operator II	15.03
14043 - Computer Operator III	16.96
14044 - Computer Operator IV	20.82
14045 - Computer Operator V	23.11
14071 - Computer Programmer I	24.20
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.41
14160 - Personal Computer Support Technician	20.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.19
15020 - Aircrew Training Devices Instructor (Rated)	34.10
15030 - Air Crew Training Devices Instructor (Pilot)	39.61
15050 - Computer Based Training Specialist / Instructor	26.70
15060 - Educational Technologist	23.96
15070 - Flight Instructor (Pilot)	37.51
15080 - Graphic Artist	22.77
15090 - Technical Instructor	20.53
15095 - Technical Instructor/Course Developer	25.11
15110 - Test Proctor	16.56

15120 - Tutor	16.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.67
16040 - Dry Cleaner	11.05
16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Appard, Laundry	8.67
16190 - Sewing Machine Operator	11.79
16220 - Tailor	12.51
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.70
19040 - Tool And Die Maker	21.00
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.29
21030 - Material Coordinator	18.80
21040 - Material Expediter	18.80
21050 - Material Handling Laborer	12.93
21071 - Order Filler	10.98
21080 - Production Line Worker (Food Prøessing)	15.29
21110 - Shipping Packer	14.88
21130 - Shipping/Receiving Clerk	14.88
21140 - Store Worker I	9.85
21150 - Stock Clerk	14.02
21210 - Tools And Parts Attendant	15.29
21410 - Warehouse Specialist	15.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.15
23021 - Aircraft Mechanic I	23.72
23022 - Aircraft Mechanic II	25.15
23023 - Aircraft Mechanic III	26.71
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft, Painter	20.64
23060 - Aircraft Servicer	17.67
23080 - Aircraft Worker	18.98
23110 - Appliance Mechanic	18.66
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	23.45
23130 - Carpenter, Maintenance	17.89
23140 - Carpet Layer	17.55
23160 - Electrician, Maintenance	20.10
23181 - Electronics Technician Maintenance I	22.35
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	25.41
23260 - Fabric Worker	16.35
23290 - Fire Alarm System Mechanic	19.13
23310 - Fire Extinguisher Repairer	15.12
23311 - Fuel Distribution System Mechanic	23.13
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	15.63
23380 - Ground Support Equipment Mechanic	23.72
23381 - Ground Support Equipment Servicer	17.67
23382 - Ground Support Equipment Worker	18.98
23391 - Gunsmith I	16.81
23392 - Gunsmith II	18.67
23393 - Gunsmith III	20.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.33

23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	18.39
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	24.25
23465 - Laboratory/Shelter Mechanic	18.79
23470 - Laborer	12.93
23510 - Locksmith	16.48
23530 - Machinery Maintenance Mechanic	22.01
23550 - Machinist, Maintenance	18.54
23580 - Maintenance Trades Helper	12.29
23591 - Metrology Technician I	24.25
23592 - Metrology Technician II	25.81
23593 - Metrology Technician III	27.31
23640 - Millwright	20.21
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	16.52
23790 - Pipefitter, Maintenance	19.16
23810 - Plumber, Maintenance	18.01
23820 - Pneudraulic Systems Mechanic	20.02
23850 - Rigger	19.65
23870 - Scale Mechanic	17.55
23890 - Sheet-Metal Worker, Maintenance	19.44
23910 - Small Engine Mechanic	14.74
23931 - Telecommunications Mechanic I	23.49
23932 - Telecommunications Mechanic II	25.00
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	16.90
23965 - Well Driller	20.02
23970 - Woodcraft Worker	20.02
23980 - Woodworker	12.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	9.44
24620 - Family Readiness And Support Services Coordinator	14.20
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.27
25040 - Sewage Plant Operator	22.26
25070 - Stationary Engineer	22.27
25190 - Ventilation Equipment Tender	15.47
25210 - Water Treatment Plant Operator	22.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.83
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	15.87
27010 - Court Security Officer	15.87
27030 - Detection Dog Handler	13.68
27040 - Detention Officer	15.87
27070 - Firefighter	13.26
27101 - Guard I	10.51
27102 - Guard II	13.68
27131 - Police Officer I	19.58
27132 - Police Officer II	21.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.32
28042 - Carnival Equipment Repairer	10.47
28043 - Carnival Equipment Worker	8.39
28210 - Gate Attendant/Gate Tender	12.73

28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	17.10
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.99
29020 - Hatch Tender	18.99
29030 - Line Handler	18.99
29041 - Stevedore I	17.72
29042 - Stevedore II	22.13
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	16.46
30022 - Archeological Technician II	18.41
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	22.82
30040 - Civil Engineering Technician	22.04
30061 - Drafter/CAD Operator I	16.46
30062 - Drafter/CAD Operator II	18.41
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	13.90
30082 - Engineering Technician II	16.57
30083 - Engineering Technician III	20.34
30084 - Engineering Technician IV	23.88
30085 - Engineering Technician V	29.16
30086 - Engineering Technician VI	35.34
30090 - Environmental Technician	21.21
30210 - Laboratory Technician	20.56
30240 - Mathematical Technician	22.18
30361 - Paralegal/Legal Assistant I	18.17
30362 - Paralegal/Legal Assistant II	22.79
30363 - Paralegal/Legal Assistant III	27.87
30364 - Paralegal/Legal Assistant IV	33.75
30390 - Photo-Optics Technician	22.82
30461 - Technical Writer I	22.03
30462 - Technical Writer II	26.95
30463 - Technical Writer III	32.60
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 (see 2)	20.54
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	18.11
31043 - Driver Courier	15.41
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	15.41
31310 - Taxi Driver	10.42
31361 - Truckdriver, Light	15.41
31362 - Truckdriver, Medium	18.16
31363 - Truckdriver, Heavy	19.44
31364 - Truckdriver, Tractor-Trailer	19.44

99000 - Miscellaneous Occupations	
99030 - Cashier	8.57
99050 - Desk Clerk	9.66
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.44
99252 - Laboratory Animal Caretaker II	11.35
99310 - Mortician	24.27
99410 - Pest Controller	14.06
99510 - Photofinishing Worker	13.91
99710 - Recycling Laborer	15.26
99711 - Recycling Specialist	19.47
99730 - Refuse Collector	13.54
99810 - Sales Clerk	12.62
99820 - School Crossing Guard	11.25
99830 - Survey Party Chief	20.53
99831 - Surveying Aide	11.63
99832 - Surveying Technician	15.94
99840 - Vending Machine Attendant	11.62
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.4 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (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 4174)

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 CF.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, dyeing, 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 link 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

Ogburn, Aisha (USMS)

From: Dianne Kaplan <dkaplan@geogroup.com>
Sent: Tuesday, April 08, 2014 11:52 AM
To: Ogurn, Aisha (USMS)
Cc: Julie Owens; James Brooks; Melissa Hesse
Subject: Fwd: D. Ray James Jail
Attachments: 4-8-2014 DRJDF WD REA 2014 .pdf

Aisha,

Thank you so much for your patience on this Wage Determination/Equitable Adjustment issue at the D. Ray James Jail. We have decided that we need to conform the Facility Assistant position and will complete that request and forward to you as soon as possible. I have therefore left off any request for equitable adjustment for that one position in the attached as we will have to wait until DOL approves.

Attached are three spreadsheets which encompass our Request for Equitable Adjustment on behalf of the County. The total annual impact on the per diem is \$294,164.90 (or a \$5.76 increase per inmate/per day) and on the guard rate is \$6,126.03 (or \$2.95 per hour increase).

Assuming an effective date of the increases is February 20, 2014 as required by the incorporation of the Wage Determination, the per diems will now increase as follows:

<u>Rate Type</u>	<u>Current Rate Amount</u>	<u>Increase</u>	<u>New Rate Amount</u>
Per Inmate	\$59.50	\$5.76	\$65.26
General Transport	\$22.85	\$2.95	\$25.80

Once approved and incorporated formally into the agreement, we will provide invoices for the retro-due invoices back to February 20, 2014.

Please do not hesitate to contact me if you have any questions regarding the attached spreadsheets.

Dianne Kaplan
DIRECTOR - CONTRACT ADMINISTRATION

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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.