

**Class Justification for Other Than Full and Open Competition
Unaccompanied Children, Office of Refugee Resettlement, Urgent Requirements**

Source Selection Information – See FAR 2.101 and 3.104

1. Identification of the Agency and Contracting Activity

a. Federal Agency

U.S. Department of Health and Human Services (HHS).

b. Sponsoring Organization

Administration for Children and Families (ACF)

c. Contracting Activity

HHS/ACF Office of Government Contracts Services

HHS Program Support Center

2. Nature and/or description of the action being approved.

This is a class Justification & Approval (J&A) in accordance with FAR § 6.303-1(d) and 6.302-2, Unusual and Compelling Urgency, FAR § 8.405-6(a)(1)(A), Limiting Sources, and FAR § 16.505(b)(2)(i)(A), Exceptions to the Fair Opportunity Process for contract actions to facilitate the efforts necessary to address the influx of Unaccompanied Children (UC). The Office of Refugee Resettlement (ORR) is seeking to provide support to UC in the custody of U.S. Department of Health and Human Services (HHS) who are housed temporarily at an ORR Influx Shelter Site(s).

This class J&A is essential to respond to urgent requests for immediate support to respond to the increased UC capacity to alleviate backups on the U.S. border. This will allow ORR to accept referrals from U.S. Border Patrol and limit the time UC may have to spend in Border Patrol facilities. This class J&A negates the need for individual J&As for contract actions to facilitate the efforts necessary to address UC.

A copy of the class J&A must go in the contract file for requirements processed under the authority of this class J&A and each contracting office must maintain a log of all contract actions awarded under the authority of this class J&A.

a. Acquisition purposes and objectives.

This class J&A applies to requirements for supplies and services to support to alleviate backups of UC on the U.S. border. Under the Homeland Security Act of 2002 and the Trafficking Victim Protection Reauthorization Act (TVPRA) of 2008, ORR is responsible for providing care and custody of all UAC who have been referred by the U.S. Department of Homeland Security (DHS) within 72 hours of apprehension.

In late January 2021, the ORR confirmed an increase in UC volume and the critical need for additional support to address UC. HHS/ORR has custody and must provide care for each UC, defined as a child who has no lawful immigration status in the United States; has not attained 18 years of age; and, with respect to whom, there is no parent or legal guardian in the United States, or no parent or legal guardian in the United States available to provide care and physical custody. See 6 U.S.C. § 279(g)(2).

The current pandemic brings additional challenges for the capacity number of UC per facility. The Government must ensure there are no gaps in the provision of care for UC. HHS requires the flexibility to meet the increasing demand.

b. Project Background

This justification for unusual and compelling urgency is due to decreasing capacity and support for UC care, which has been impacted because of Public Health Emergency declaration and the National Emergency declaration made by Proclamation 9994, concerning the coronavirus disease 2019 (COVID-19) pandemic. Facilities are operating at reduced capacity, which has led to the need for additional facilities, providers, and solutions that are required to address the needs of UC in ORR custody. It is anticipated that ORR will not be able to operate facilities at full capacity until the COVID-19 public health emergency has been resolved.

To accommodate previous increases in UC referrals, ORR has increased the number of beds in its permanent network to the highest level in history as well as retained access to two influx locations with can provide an additional 3,000 beds. Notwithstanding these efforts, the effects of the COVID-19 pandemic on available bed space has been dramatic. CDC-mandated social distancing requirements and local public health directives have limited available capacity within ORR's locations. In addition, ORR implemented a 14-day quarantine period for all new UC to limit exposure to the general public. Due to these restrictions, on average, nearly 40% of ORR funded beds have been unavailable since the beginning of the pandemic.

Further, as a result of policy changes made by DHS in early 2020, ORR received fewer referrals than normal during the 2020. In late 2020, DHS changed its policy, which has resulted in a substantial increase in referrals in 2021. From October 1, 2020 through December 2020, ORR received 7,207 referrals. In February 2021 alone, ORR received over 7,000 referrals. This is the highest level of referrals compared to any previous February. Daily referrals went from single digits to nearly 200 referrals per day in the course of the week. ORR recently received the highest number of referrals in a single day on March 6, 2021 at 567 referrals of UC. Since that time average referrals per day have exceeded 450 UC.

As the pandemic worsened and the number of UC referred to ORR tested positive for COVID increased, and the number of program staff reporting exposure increased, ORR

providers reported significant challenges retaining staff and recruiting new staff to backfill positions. ORR received reports that applicants have expressed a fear of potential exposure by working in congregate settings and local lockdowns and market conditions have reduced the pool of potential new candidates. As referrals increased and capacity tightened, ORR worked diligently with the CDC to adjust COVID guidance to provide programs greater flexibility in expanding capacity while also working to mitigate risk of increased exposure to COVID within ORR facilities.

Under the Homeland Security Act of 2002, Congress transferred the care and custody of these children to ORR from the former Immigration and Naturalization Service (INS) to move away from the adult detention model. In the Trafficking Victims Protection Reauthorization Act of 2008, which expanded and redefined HHS's statutory responsibilities, Congress directed that each child must "be promptly placed in the least restrictive setting that is in the best interest of the child." See 8 U.S.C. § 1232(b)(2).

ORR's responsibility is to provide a safe and appropriate environment to children and youth who enter the United States without immigration status and without a parent or legal guardian who is able to provide for their physical and mental well-being.

3. Description of the supplies or services required to meet the agency's needs (including estimated value).

a. Project Title:

Unaccompanied Children, Office of Refugee Resettlement, Urgent Requirements Class J&A (UC Class J&A)

b. Contract Performance for UC Supplies and Services

The period of performance for UC supplies and services will vary for each individual contract action; however, no contract action shall exceed 12 months.

c. Project Description:

Supplies and services to ensure ORR provides a safe and appropriate environment to children and youth who enter the United States without immigration status and without a parent or legal guardian who is able to provide for their physical and mental well-being.

- **Requirement type:**

1. Support services (non-R&D)
2. Supplies/equipment
3. Information technology (IT)
4. Other (specify): Additional requirement types as needed to support urgent UC requirements, subject to specific approval by the ACF Head of Contracting Activity and HHS Senior Procurement Executive for all

contracts subject to statutes and regulations that apply to the purchase or lease of real property and all contracts that involving FAR Part 36, *Construction and Architecture-Engineering Contracts*.

- **Types of Actions:**
 1. New Requirements
 2. Follow-On
- **Proposed Contract/Order Type**
 1. Contract type will be defined at the contract or task/delivery order level.
 2. All contract types available under FAR part 16 are authorized under this J&A and shall be documented as part of the contract file.
- **Acquisition Identification Number**
 1. To be identified at the individual contract and task/delivery order level.
 2. All contract actions made under this class J&A shall include a copy of this UC Class J&A in the contract file.

d. Total estimated Dollar Value and Performance/Delivery Period

The estimated value of these supplies and services is \$2.6 billion, based upon the approved appropriations provided by Congress. The period of performance for UC supplies and services will vary for each individual contract action; however, no contract action shall exceed 12 months.

Budget Resource	Public Law Number	Title	Treasury Account
FY 2021 Appropriation	P.L. 116-260	Consolidated Appropriations Act, 2021	75-21/23-1503
FY 2019 Appropriation	P.L. 115-245	Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019	75-19/21-1503
FY 2019 Supplemental Appropriation	P.L. 116-26	Emergency Supplemental Appropriations For Humanitarian Assistance And Security At The Southern Border Act, 2019	75-19/21-1503
FY 2020 Appropriation	P.L. 116-94	Further Consolidated Appropriations Act, 2020	75-20/22-1503
No-Year Funds			75-X-1503

4. Identification of the statutory authority permitting other than full and open competition.

This acquisition is conducted under the authority of Federal Acquisition Regulation (FAR) 6.302-2, *Unusual and compelling urgency*, and FAR 8.405- 6(a)(1)(A). An urgent and compelling need exists, and following the procedures would result in unacceptable delays. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

5. Demonstration that the proposed contractor(s) unique qualifications or the nature of the acquisition requires use of the authority cited.

a. Name and address of the proposed contractor(s).

Actions taken under the authority of this class J&A shall include documentation of market research performed and prospective sources of supply and services. Additionally, actions taken under the authority of this class J&A shall include evidence of the urgent and compelling nature of the particular action, reviewed and approved at a level above the Contracting Officer.

b. Nature of the acquisition and proposed unique qualifications of the contractor(s)

Actions taken under the authority of this J&A shall include documentation of the contractor's qualifications and ability to perform the work as part of the Contracting Officer's responsibility determination.

6. Description of the efforts made to ensure that offers are solicited from as many potential sources as practicable. Indicate whether a Contract Opportunities notice was or will be publicized in beta.SAM.gov, as required by FAR Subpart 5.2 and, if not, which exception under FAR 5.202 applies.

ACF intends to compete future contracts for the types of services covered by this UC Class J&A. However, full and open competition is not feasible to address all of ORR's immediate needs. ORR is addressing an urgent UC crisis. The onset of the UC crisis occurred within a short timeframe and its magnitude was not anticipated, as ORR now estimates nearly 5,000 UC will be in Border Patrol custody by the start of next week and the numbers of UC are now expected to grow in the coming weeks. Additional details can be found in Section 9.

Regarding the FAR 6.302-2(c)(2) requirement to ensure that offers are solicited from as many potential sources as practicable, the required documentation will be completed at the contract or task/delivery order level.

The exception at FAR 5.202(2) applies. Accordingly, the notice has not been publicized. While notice will be publicized, it will not be publicized in accordance with the time periods specified in FAR 5.203. The Government would be seriously injured if the agency complies with the time-periods for publication specified in FAR 5.203.

7. Determination by the Contracting Officer that the anticipated cost/price to the Government will be fair and reasonable.

The Contracting Officer will use available information to review proposed prices and determine that they are fair and reasonable, and such documentation shall be included in

the contract file. Other information that may be used includes Independent Government Cost Estimates (IGCE), historical information, contractor's invoice payments and commercial pricing that have been determined to be fair and reasonable.

All actions taken under the authority of this class justification shall include a documentation of the price/cost analysis conducted and that the proposed price is fair and reasonable.

8. Description of the market research conducted (see FAR Part 10) and the results, or a statement of the reasons market research was not conducted.

The contract file shall include documentation of market research performed and prospective sources of supply and services considered for each contract/order awarded under this UC Class J&A authority.

9. Any other facts supporting the use of other than full and open competition.

Full and open competition is not feasible because of evolving environmental factors. For example: ORR has technical assistance to its grantees regarding establishing cohorts to maximize available bedspace and worked with the CDC to ease quarantine restrictions to reduce the length of time UC spend in ORR care. Through these efforts ORR has been able to return nearly 2,000 beds that were previously off-line due to COVID-19 since December. Notwithstanding, the referral rate in February 2021 and into March 2021 has resulted in nearly 4,000 UC in Border Patrol stations waiting for designation to ORR care with less than 500 beds available network wide (including a temporary influx facility that was brought back online to augment capacity). This situation has turned into an urgent UC crisis as ORR estimates nearly 5,000 UC will be in Border Patrol custody by the start of next week.

10. Listing of sources, if any, that expressed, in writing, an interest in the acquisition.

Sources and market research shall be defined at the contract or task/delivery order level and shall be documented in the contract file.

11. Statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the required supplies or services.

ACF intends to compete future contracts for the types of services covered by this UC Class J&A. This class J&A shall be used to meet the urgent need and shall remain in place for the duration of the National Emergency as declared by Presidential Proclamation or until revoked by the SPE.

REVIEW AND APPROVAL OFFICIAL: I certify that this justification is accurate and complete to the best of my knowledge and belief.

Francine L. Hemphill -S
Digitally signed by
Francine L. Hemphill -S
Date: 2021.03.13
13:27:38 -05'00'

Francine L. Hemphill
Head of Contracting Activity

Date

(b)(6)

David R. Dasher (Mar 13, 2021 14:03 EST)

03/13/2021

David R. Dasher
Senior Procurement Executive

Date

COVER PAGE FOR OFFICE OF ACQUISITIONS
OFFICE OF ACQUISITION POLICY

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Mary Coleman (Concurrence)	(b)(6) mc	04/22/2021
2. H. Katrina Brisbon, ADAS, Acting Director OSDDBU (Concurrence)	(b)(6) KB	04/22/2021
3. Tiffani Redding (Concurrence)	(b)(6) TR	04/22/2021
4. David R. Dasher, DAS	(b)(6) DRD	04/22/2021

Name of Action: ACF Amended Class Justification & Approval ***Expedited Review Requested***

Review Comments:

Return to: Mary Coleman

Thank you for your assistance. Please feel free to contact me with any questions or concerns.

FROM: (Name / Organization or Title)	Contact Info
Mary Coleman	

Class Justification for Other Than Full and Open Competition
Unaccompanied Children, Office of Refugee Resettlement, Urgent Requirements
Source Selection Information – See FAR 2.101 and 3.104

1. Identification of the Agency and Contracting Activity

- a. **Federal Agency**
U.S. Department of Health and Human Services (HHS)
- b. **Sponsoring Organization**
Administration for Children and Families (ACF)
- c. **Contracting Activity**
HHS/ACF Office of Government Contracts Services
HHS Program Support Center

2. Nature and/or Description of the Action being Approved

This is a class Justification & Approval (J&A) in accordance with FAR § 6.303-1(d) and 6.302-2, Unusual and Compelling Urgency, FAR § 8.405-6(a)(1)(A), Limiting Sources, and FAR § 16.505(b)(2)(i)(A), Exceptions to the Fair Opportunity Process for contract actions to facilitate the efforts necessary to address the influx of Unaccompanied Children (UC). The Office of Refugee Resettlement (ORR) is seeking to provide support to UC in the custody of U.S. Department of Health and Human Services (HHS) who are housed temporarily at an ORR Influx Shelter Site(s).

This class J&A is essential to respond to urgent requests for immediate support to respond to the increased UC capacity to alleviate backups on the U.S. border. This will allow ORR to accept referrals from U.S. Border Patrol and limit the time UC may have to spend in Border Patrol facilities. This class J&A negates the need for individual J&As for contract actions to facilitate the recovery efforts necessary to address UC.

A copy of the class J&A must go in the contract file for all requirements processed under the authority of this class J&A and each contracting office must maintain a log of all contract actions awarded under the authority of this class J&A.

a. Acquisition Purposes and Objectives

This class J&A applies to requirements for supplies and services to alleviate backups of UC on the U.S. border. Under the Homeland Security Act of 2002 and the Trafficking Victim Protection Reauthorization Act (TVPPRA) of 2008, ORR is responsible for providing care and custody of all UC who have been referred by the U.S. Department of Homeland Security (DHS) within 72-hours of apprehension.

In late January 2021, the ORR confirmed an increase in UC volume and the critical need for additional support to address UC. HHS/ORR has custody and must provide care for each UC, defined as a child who has no lawful immigration status in the United States; has not attained 18 years of age; and, with respect to whom, there is no parent or legal guardian in the United States, or no parent or legal guardian in the United States available to provide care and physical custody. See 6 U.S.C. § 279(g)(2).

The current pandemic brings additional challenges for the capacity number of UC per facility. The Government must ensure there are no gaps in the provision of care for UC. HHS requires the flexibility to meet the increasing demand.

b. Project Background

This justification for unusual and compelling urgency is due to decreasing capacity and support for UC care, which has been impacted because of Public Health Emergency declaration and the National Emergency declaration made by Proclamation 9994, concerning the coronavirus disease 2019 (COVID-19) pandemic. Facilities are operating at reduced capacity, which has led to the need for additional facilities, providers, and solutions that are required to address the needs of UC in ORR custody. It is anticipated that ORR will not be able to operate facilities at full capacity until the COVID-19 public health emergency has been resolved.

To accommodate previous increases in UC referrals, ORR has increased the number of beds in its permanent network to the highest level in history as well as retained access to two influx locations which can provide an additional 3,000 beds. Notwithstanding these efforts, the effects of the COVID-19 pandemic on available bed space has been dramatic. CDC-mandated social distancing requirements and local public health directives have limited available capacity within ORR's locations. In addition, ORR implemented a 14-day quarantine period for all new UC to limit exposure to the general public. Due to these restrictions, on average, nearly 40% of ORR funded beds have been unavailable since the beginning of the pandemic.

Further, as a result of policy changes made by DHS in early 2020, ORR received fewer referrals than normal during 2020. In late 2020, DHS changed its policy, which has resulted in a substantial increase in referrals in 2021. From October 1, 2020 through December 31, 2020 ORR received 7,207 referrals. In February 2021 alone, ORR received over 7,000 referrals. This is the highest level of referrals compared to any previous February. Daily referrals went from single digits to nearly 200 referrals per day in the course of a week. ORR recently received the highest number of referrals in a single day on March 6, 2021 at 567 referrals of UC. Since that time, average referrals per day have exceeded 450 UC.

As the pandemic worsened, the number of UC referred to ORR tested positive for COVID-19 increased, and the number of program staff reporting exposure increased, ORR providers reported significant challenges retaining staff and recruiting new staff to backfill positions. ORR received reports that applicants have expressed a fear of potential exposure by working in congregate settings, and local lockdowns and market conditions have reduced the pool of potential new candidates. As referrals increased and capacity tightened, ORR worked diligently with the CDC to adjust COVID-19 guidance to provide programs greater flexibility in expanding capacity while also working to mitigate risk of increased exposure to COVID-19 within ORR facilities.

Under the Homeland Security Act of 2002, Congress transferred the care and custody of these children to ORR from the former Immigration and Naturalization Service (INS) to move away from the adult detention model. In the Trafficking Victims Protection Reauthorization Act of 2008, which expanded and redefined HHS's statutory responsibilities, Congress directed that each child must "be promptly placed in the least restrictive setting that is in the best interest of the child." See 8 U.S.C. § 1232(b)(2).

ORR's responsibility is to provide a safe and appropriate environment for children and youth who enter the United States without immigration status and without a parent or legal guardian who is able to provide for their physical and mental well-being.

3. Description of the Supplies or Services Required to Meet the Agency's Needs (Including Estimated Value)

a. Project Title

Unaccompanied Children, Office of Refugee Resettlement, Urgent Requirements Class J&A (UC Class J&A)

b. Contract Performance for UC Supplies and Services

The period of performance for UC supplies and services will vary for each individual contract action; however, no contract action shall exceed 12 months.

c. Project Description

Supplies and services to ensure ORR provides a safe and appropriate environment to children and youth who enter the United States without immigration status and without a parent or legal guardian who is able to provide for their physical and mental well-being.

- **Requirement type(s)**

- 1) Support Services Support Services (non-R&D)
- 2) Supplies/Equipment
- 3) Information Technology (IT)
- 4) Other (Specify): Additional requirement types as needed to support urgent UC requirements, subject to specific approval by the ACF Head of Contracting Activity and HHS Senior Procurement Executive for all contracts subject to statutes and regulations that apply to the purchase or lease of real property and all contracts that involve FAR Part 36, *Construction and Architecture-Engineering Contracts*.

- **Type(s) of Actions**

- 1) New Requirements
- 2) Follow-On

- **Proposed Contract/Order Type**

- 1) Contract type will be defined at the contract or task/delivery order level.
- 2) All contract types available under FAR Part 16 are authorized under this J&A and shall be documented as part of the contract file.

- **Acquisition Identification Number**

- 1) To be identified at the individual contract and task/delivery order level.
- 2) All contract actions made under this class J&A shall include a copy of this UC Class J&A in the contract file.

d. Total Estimated Dollar Value and Performance/Delivery Period

The estimated value of these supplies and services projected to exceed \$8.2 billion, which currently exceeds the \$2.6 billion based upon the approved appropriations provided by Congress. The period of performance for UC supplies and services will vary for each individual contract action; however, no contract action shall exceed 12 months.

Budget Resource	Public Law Number	Title	Treasury Account
FY 2021 Appropriation	P.L. 116-260	Consolidated Appropriations Act, 2021	75-21/23-1503
FY 2019 Appropriation	P.L. 115-245	Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019	75-19/21-1503
FY 2019	P.L. 116-	Emergency Supplemental	75-19/21-

Supplemental Appropriation	26	Appropriations for Humanitarian Assistance and Security at the Southern Border Act, 2019	1503
FY 2020 Appropriation	P.L. 116-94	Further Consolidated Appropriations Act, 2020	75-20/22-1503
No-Year Funds			75-X-1503

4. Identification of the Statutory Authority Permitting Other than Full and Open Competition

This acquisition is conducted under the authority of Federal Acquisition Regulation (FAR) 6.302-2, *Unusual and Compelling Urgency*, and FAR 8.405-6(a)(1)(A). An urgent and compelling need exists and following the procedures would result in unacceptable delays. The agency need for supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

5. Demonstration that the Proposed Contractor(s) Unique Qualifications or the Nature of the Acquisition Requires Use of the Authority Cited

Obtained by America First Legal Foundation through Litigation

a. Name and Address of the Proposed Contractor(s)

Actions taken under the authority of this class J&A shall include documentation of market research performed and prospective sources of supply and services. Additionally, actions taken under the authority of this class J&A shall include evidence of the urgent and compelling nature of the particular action, reviewed and approved at a level above the Contracting Officer.

b. Nature of the Acquisition and Proposed Unique Qualifications of the Contractor(s)

Actions taken under the authority of this J&A shall include documentation of the contractor's qualifications and ability to perform the work as part of the Contracting Officer's responsibility determination.

6. Description of the efforts made to ensure that offers are solicited from as many potential sources as practicable. Indicate whether a Contract Opportunities notice was or will be publicized in beta.SAM.gov, as required by FAR Subpart 5.2 and, if not, which exception under FAR 5.202 applies.

ACF intends to compete future contracts for the types of services covered by this UC Class J&A. However, full and open competition is not feasible to address all of ORR's immediate needs. ORR is addressing an urgent UC crisis. The onset of the UC crisis occurred within a short timeframe and its magnitude was not anticipated, as ORR now estimates nearly 30,000 UC will require these critical services over the next few months. Additional details can be found in Section 9.

Regarding the FAR 6.302(c)(2) requirement to ensure that offers are solicited from as many potential sources as practicable, the required documentation will be completed at the contract or task/delivery order level.

The exception at FAR 5.202(2) applies. Accordingly, the notice has not been publicized. While notice will be publicized, it will not be publicized in accordance with the time periods specified in FAR 5.203. The Government would be seriously injured if the agency complies with the time-periods for publication specified in FAR 5.203.

7. Determination by the Contracting Officer that the Anticipated Cost/Price to the Government will be Fair and Reasonable

The Contracting Officer will use appropriate and available information to review proposed prices and determine that they are fair and reasonable, and such documentation shall be included in the contract file. Other information that may be used includes Independent Government Cost Estimates (IGCEs), historical information, contractor's invoice payments and commercial pricing that have been determined to be fair and reasonable.

All actions taken under the authority of this class justification shall include a documentation of the price/cost analysis conducted and that the proposed price is fair and reasonable.

8. Description of the Market Research Conducted (See FAR Part 10) and the Results, or a Statement of the Reasons Market Research was Not Conducted

The contract file shall include documentation of market research performed and prospective sources of supply and services considered for each contract/order awarded under this UC Class J&A authority.

9. Any Other Facts Supporting the Use of Other than Full and Open Competition

Full and open competition is not feasible because of the evolving environmental factors. For example:

ORR has technical assistance to its grantees regarding establishing cohorts to maximize available bed space and worked with the CDC to ease quarantine restrictions to reduce the length of time UC spend in ORR care. Through these efforts ORR has been able to return nearly 2,000 beds that were previously off-line due to COVID-19 since December 2020. Notwithstanding, the referral rate in February 2021 and into March 2021 has resulted in nearly 4,000 UC in Border Patrol stations waiting for designation to ORR care with less than 500 beds available network wide (including a temporary influx facility that was brought back online to augment capacity). This situation has turned into an urgent UC crisis as ORR estimates nearly 30,000 UC will require these critical services over the next few months.

10. Listing of Sources, If Any, that Expressed in Writing an Interest in the Acquisition

Sources and market research shall be defined at the contract or task/delivery order level and shall be documented in the contract file.

11. Statement of the Actions, If Any, the Agency May Take to Remove or Overcome Any Barriers to Competition Before Any Subsequent Acquisition for the Required Supplies or Services

ACF intends to compete future contracts for the types of services covered by this UC Class J&A. This class J&A shall be used to meet the urgent need and shall remain in place for the duration of the need to address the influx of Unaccompanied Children (UC) and the National Emergency as declared by Presidential Proclamation 9994, concerning the coronavirus disease 2019 (COVID-19) pandemic or until revoked by the Senior Procurement Executive (SPE).

REVIEW AND APPROVAL OFFICIAL: I certify that this justification is accurate and complete to the best of my knowledge and belief.

Francine L. Hemphill -S
Digitally signed by
Francine L. Hemphill -S
Date: 2021.04.20
18:32:52 -04'00'

Francine L. Hemphill
Head of Contracting Activity

Date

(b)(6)

David R. Dasher (Apr 22, 2021 09:25 EDT)

David R. Dasher
Senior Procurement Executive

04/22/2021

Date

2. CONTRACT (Proc. Inst. Ident.) NO. 75ACF121C00015		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACF274469			
5. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		6. ADMINISTERED BY (If other than Item 5)		CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT			
CODE 1577736 FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM			
11. SHIP TO/MARK FOR Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington DC 20201		12. PAYMENT WILL BE MADE BY PSC Program Support Center 7700 Wisconsin Ave Bethesda MD 20814		CODE PSC			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)		14. ACCOUNTING AND APPROPRIATION DATA 2021.G99UPR9.25102					
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
Continued							
15G. TOTAL AMOUNT OF CONTRACT					\$756,940.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE (S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNED (Type name)				20A. NAME OF CONTRACTING OFFICER			
(b)(6)				JONATHAN F. GONZALEZ			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
FAMILY ENDEAVORS INC 1577736		19/02/21		Jonathan F. Gonzalez -S		Digitally signed by Jonathan F. Gonzalez -S Date: 2021.03.19 19:37:28 -0400'	
(b)(6)							
(Signature of person authorized to sign)				(Signature of the Contracting Officer)			

B. SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 Contract Type**

This is a firm fixed price order.

The services acquired under this contract are severable services. Funds are only available for use for the purpose and intent of the services designated in the contract line item (CLIN) to which they are obligated.

B.1.2 Period of Performance

The period of performance for this order consists of an approximately 3 month period of performance, March 19, 2021 through June 02, 2021.

B.1.3 Contract Line Item (CLIN) Description – Base Period

CLIN	Description	Type	Unit	QTY	Unit Price (\$)	Total Price (\$)
0001	Staffing Services PoP: 3/19/21 to 6/02/21	FFP	EACH	4	\$189,235.00	\$756,940.00
Total Price						\$756,940.00

The total contract value, including the base is \$756,940.00.

SECTION C - STATEMENT OF WORK

C.2 STATEMENT OF WORK

The purpose of this contract is to fulfill an urgent need for program management and operation readiness including programmatic and staffing support for an Office of Refugee Resettlement (ORR) Emergency Intake Center. The scope of work for this contract includes providing child-care staffing services, support, and resources necessary to support unaccompanied children temporarily housed at the Dallas Convention Center. The Contractor shall furnish all of the necessary personnel, materials, services, facilities, (except as otherwise specified), and otherwise do all the things necessary for or the performance of the work as set forth in this contract.

C.2.1 Youth Care Workers

The Contractor shall provide **20 Youth Care Workers (YCW)** who will provide direct supervision of children in-care and maintain line-of-sight at all times. YCW assist minors in activities and programming as well as cultivate a safe, healthy, therapeutic, nurturing and caring environment that is supportive of minors' individualized needs, social, emotional, and academic development. High school diploma or equivalent degree and a minimum of 1-year employment experience in the child welfare field working with children and/or adolescents in a social service setting. Contractor will be afforded an opportunity to scale up operations and services to meet ORR requirements at a mutually agreeable timeframe. The Contractor shall provide staffing and services for up to 2,300 UC, services and staffing will be scaled up to support UC in increments of 250 to 500 at a scheduled agreeable to the Government. Timeframe for services is within 2 hours of award.

SECTION D - PACKAGING AND MARKING

D.1 packaging and marking

All deliverables shall be delivered to the contracting officer's representative (cor) identified in section g and shall be marked as follows:

1. Name and address of the contractor;
2. Contract number;
3. Description of item contained therein; and
4. Consignee's name and address.

D.2 payment of postage and fees

All postage and fees related to submitting information including forms, reports, etc. To the Contracting Officer or COR shall be paid by the contractor.

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SECTION E - Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE

Pursuant to the appropriate inspection clause, all work described in Section C to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Contracting Officer's Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

E.1.1 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

E.1.2 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative. Documents should conform with ORR's plain language requirements, which are attached.
- Consistency to Requirements All work products must satisfy the requirements of this Statement of Work.
- File Editing All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted electronically. The electronic copy must be in a format as indicated in the Deliverables Table.

SECTION F - PERFORMANCE**F.1 PERIOD OF PERFORMANCE**

The period of performance shall be for a base period of approximately 3 months, as follows:

Base Period: March 19, 2021 through June 02, 2021

F.2. PLACE OF PERFORMANCE

Dallas, TX

F.3 DELIVERY REQUIREMENTS

Pickup and delivery of items under this contract shall be accomplished between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday unless changed by mutual agreement between the COR and the contractor. No deliveries shall be made on Saturdays, Sundays, and days of government closure or Federal legal holidays found at:

http://www.opm.gov/operating_status_schedules.

F.4 DELIVERABLE/DELIVERY SCHEDULE

A summary of deliverables follows. Copies are to be provided to the Government officials indicated in electronic file (E), and/or hard copy (H). For deliverables indicated below as requiring both electronic and hard copy delivery, you may confirm with the COR if he/she would like to receive a hard copy in addition to the electronic delivery, as it may not always be necessary, on a case by case basis.

Item	Title	Dist	E	H	Initial	Subsequent
1	Non-Disclosure Agreement	CS COR	1 1	1 1	Signed statements are due, from each employee assigned, <i>prior to</i> performing <i>ANY</i> work on this task.	
2	Weekly Progress Report	COR	1	0	NLT the 3rd of the week after contract award	NLT Friday of each week throughout the contract PoP
3	Outgoing Transition Plan	COR	1	0	NLT 90 days prior to end of contract period of performance	N/A

Item	Title	Dist	E	H	Initial	Subsequent
4	Training Documentation (Certificates, etc.)	COR	1	0	NLT 30 DACA	N/A

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G. CONTRACT ADMINISTRATION

G.1 AUTHORITIES OF GOVERNMENT PERSONNEL

The following individuals will be Government's points of contact during performance of the contract and for administration.

Contracting Officer

Name: Jonathan Gonzalez

Address: 330 C Street, S.W.

Washington DC 20201

Email: jonathan.gonzalez@acf.hhs.gov

Contracting Officer's Representatives

Name: Ieshia Jones

Address: 330 C Street, S.W.

Washington DC 20201

Email: ieshia.jones@acf.hhs.gov

G.2 Contracting Officer (CO)

The CO is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the CO can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

The CO is the only person with the authority to act as agent of the Government under this contract. Only the CO has authority to:

1. Direct or negotiate any changes within the contract;
2. Modify or extend the period of performance;
3. Change the delivery schedule;
4. Authorize reimburse to the Contractor of any costs incurred during the performance of this contract; and
5. Otherwise change any terms and conditions of this contract.

No information other than that which may be contained in an authorized modification to this contract, duly issued by the CO, which may be received from any person employed by the US Government, other otherwise, shall be considered grounds for deviation from any stipulation of this contract.

The Government may unilaterally change its CO designation, after which it will notify Contractor in writing of such change. The CO will appoint a COR in writing through a COR Appointment Letter that will be provided to the contractor upon award.

G.3 Contracting Officer's Representative (COR)

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work-days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.4 Invoices – Commercial

(1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to:

- 1) Contracting Officer's Representative (COR): ieshia.jones@acf.hhs.gov
- 2) Contracting Officer: jonathan.gonzalez@acf.hhs.gov
- 3) Financial Management Services: psc_invoices@psc.hhs.gov
- 4) Acquisition Management Services: pscsas.invoices@psc.hhs.gov

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to

provide all required supporting documentation. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

(2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

- (i) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.
- (ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.
- (iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

(3) Prompt Payment Act

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

H. SPECIAL REQUIREMENTS

H.1 SUPPLIES AND EQUIPMENT

Contractor will provide all supplies and equipment necessary to support this endeavor including but not limited to modular office space (if applicable), computers, and Internet connectivity to connect to ORR's portal and the Contractor's own information management system, if not available on-site. Supplies and equipment will be authorized by the COR

H.2 PROHIBITION AGAINST PERSONAL SERVICES

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently-governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

H.3 CONTRACTOR PERFORMANCE EVALUATION(S)

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

H.4 RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD PARTY INFORMATION

The purpose of this clause is to set forth the restrictions that will govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.

A. Under this contract, the Contractor will have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

- (i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;
- (ii) Safeguard information from unauthorized use and disclosure;

- (iii) Allow access to the information only to those employees who need it to perform services under this contract;
 - (iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;
 - (v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and
 - (vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.
- (2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:
- (i) Compete for work for the Government; or
 - (ii) Submit an unsolicited proposal to the Government.
- (3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:
- (i) Notify the Contracting Officer; and
 - (ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this section of the contract may provide grounds for the Government to:

- (i) Require the contractor to remove the contract employee or employees from the performance of the contract;
- (ii) Require the contractor to terminate the subcontractor;
- (iii) Suspend contractor payments;
- (iv) Terminate this contract for default or cause;
- (v) Suspend or debar the Contractor for serious misconduct affecting present responsibility; and;
- (vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and/or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

H.5 POST AWARD ORGANIZATIONAL CONFLICT OF INTEREST

a. **General:** The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.

b. **Disclosure:** The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

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I. CONTRACT CLAUSES**52.252-2 -- Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acquisition.gov/far>

Clause	Title	Date
	FAR Clauses/Provisions	
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions—Commercial Items	AUG 2020
	HHSAR Clauses/Provisions	
352.203-70	Anti-Lobbying	DEC 2015
352.208-70	Printing and Duplication	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity	JAN 2010
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act – Reporting of Child Abuse	DEC 2015
352.242-71	Tobacco-Free Facilities	JAN 2006
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-17	Section 8(a) Award	DEC 1996
52.222-17	Non-displacement of Qualified Workers	MAY 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	NOV 2013
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-19	Commercial Computer Software License	DEC 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-23	Assignment Of Claims	MAY 2014
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012

Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) Clauses Incorporated in Full Text

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the ACF Contracting Officer and shall not be binding until so approved.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

- ___ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- ___ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (JUN 2020) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X** (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X ___ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (JAN 2021) of [52.225-3](#).

___ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X ___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract's expiration.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **5 days** before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at **least 15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of clause)

Section J: Attachments

N/A

Obtained by America First Legal Foundation through Litigation

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER ACF274147		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 03/15/2021		4. ORDER NUMBER 75ACF121P00005		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE PSC	
ENDEAVORS Attn: CHIP FULGHUM 6363 DE ZAVALA ROAD SAN ANTONIO, TX 78249				Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 23-7223078 DUNS Number: 118914498 Emergency Intake Site - Wrap Around Services for UC Operations in Pecos, Texas Delivery: 07/15/2021 Period of Performance: 03/16/2021 to 07/15/2021 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$255,173,207	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Digitally signed by Evelyn S. Tyndell -S Date: 2021.03.16 21:19:09 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, Chief Operating officer			30c. DATE SIGNED 3/16/2021		31b. NAME OF CONTRACTING OFFICER (Type or print) EVELYN S. TYNDELL		31c. DATE SIGNED 3/16/2021

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Emergency Intake Site - Wrap Around Services PoP: 3/16/21 to 7/15/21 Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington, DC 20201 US Amount: \$255,173,207 Accounting Info: 2021.G99UPR0.25102 Appr. Yr: 2021 CAN: G99UPR0 Object Class: 25102 \$255,173,207				\$255,173,207
2	Option Period 1 Emergency Intake Site - Wrap Around Services PoP: 7/16/21 to 11/15/21 Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington, DC 20201 US Amount: \$138,688,937			\$138,688,937	
3	Option Period 2 Emergency Intake Site - Wrap Around Services PoP: 11/16/21 to 3/15/22 Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington, DC 20201 US Amount: \$135,671,689 The total amount of award: \$529,533,833.00. The obligation for this award is shown in box 26.			\$135,671,689	

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

ACF 21-F-0186 000041

STANDARD FORM 1449 (REV. 2/2012) BACK

B. SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 Purchase Order Type**

This is a firm fixed price order.

The services acquired under this purchase order are severable services. Funds are only available for use for the purpose and intent of the services designated in the contract line item (CLIN) to which they are obligated.

B.2 Period of Performance

The period of performance for this order consists of a 120-day base period, March 16, 2021 through July 15, 2021; and two (2) four-month option periods beginning July 16, 2021 through March 15, 2022 if all options are exercised.

B.3 Contract Line Item (CLIN) Description – Base Period

CLIN	Description	Type	Unit	QTY	Unit Price (\$)	Total Price (\$)
0001	Emergency Intake Site – Wrap Around Services PoP: 3/16/21 to 7/15/21	FFP	EA	4	\$63,793,301.75	\$255,173,207

B.4 Contract Line Item (CLIN) Description – Option Periods

CLIN	Description	Type	Unit	QTY	Unit Price (\$)	Total Price (\$)
0002	Emergency Intake Site – Wrap Around Services [Option Period 1] PoP: 7/16/21 to 11/15/21	FFP	EA	4	\$34,672,234.25	\$138,688,937
0003	Emergency Intake Site – Wrap Around Services [Option Period 2] PoP: 11/16/21 to 3/15/22	FFP	EA	4	\$33,917,922.25	\$135,671,689

The total contract value, including the base and all option periods, is \$529,533,834.44.

C. STATEMENT OF WORK

The purpose of this purchase order is to fulfill an urgent need for a temporary influx site to have additional temporary influx capacity in Pecos, Texas due to the recent and rapid increase in UC volume.

The Scope of Services are as follows:

The facility shall be:

- Commercially available property with existing buildings suitable for residential occupancy
- Property includes dining hall, education and administration type buildings
- Schools, hospitals, residential care facilities, housing, hotels, and summer camp type facilities
- At least 15 acres at the proposed site
- Available for at least six (6) months
- Located away from other operations
- Open areas of the property relatively flat, well-drained, and cleared to at least grass-level (hard surface is preferred)
- Road access onto the property
- Parking at or nearby the property
- Previously used for residential activities to avoid additional NEPA clearances
- Utility access (water, sewer, electricity) on the property
- No hazardous materials or known or suspected environmental contaminants on or nearby the site
- Safe distance from all hazardous operations.
- Ability to establish perimeter security fencing around the property
- Civilian hospital – within 1-hour's drive from the installation
- Commercial airport service – within a 2-hour drive from the installation
- Preferred: Located away from heavy traffic areas to minimize visibility/noise
- Preferred: Large paved or concrete hard surface for parking service vehicles at the site

Direct Care and Supervision of Children

- Direct care and supervision services are required for UC in ORR custody. The place of performance for staffing and infrastructure will be at an ORR decompression or influx site. The contractor shall be prepared to rapidly employ full operational services during peak times as well as downsize operations during low UC volume.
- The contractor shall provide supplies and equipment to support sheltering, feeding and recreational services to include but not limited beds, linens, tables, chairs, partitions, computers, printers, office supplies, phones (desk and cells), routers, wireless, servers, repeaters, TVs, and recreational gear. The contractor shall commence site preparation post award.

Staffing

- The contractor shall provide the required capabilities to maintain a cadre of qualified staff to provide direct care and supervision services; support recruiting, screening, credentialing, training, and data tracking systems.
- The contractor shall provide necessary staffing component to provide direct care and supervision of children, case management services, medical and mental health services, recreation and educational services. These staff must meet ORR minimum standards for deployment at an ORR decompression or influx site including necessary background checks to provide services to children.
- The contractor shall ensure that all staff assigned to UC are bilingual in English and Spanish and shall be proficient in speaking, reading, and writing both languages. The contractor shall have access to language line use/translation services for other such

languages as required and directed by ORR. Hindi/English, Mandarin/English, as directed by the Government/ORR.

- The contractor shall ensure that staff always maintains line-of-sight supervision of assigned children. The contractor will provide a staffing and supervision plan that meets ORR's minimum standards for an ORR decompression or influx site. Positions include: Youth Care Worker, Case Managers, Clinicians/Counselors,
- The contractor shall train staff in the following: ORR policies and procedures, ORR interim guidance and operations manual; the Prison Rape Elimination Act Interim Final Rules procedures; the sponsor reunification packet; ORR Database/System of Record; behavioral management and non-violent restraint techniques; cultural competence training; and child-welfare best practices. The contractor shall request the COR's approval for all training material developed before its use. All training material developed for the purpose of this contract will be the property of ORR. Training material shall be available in hard and electronic copy.

Standards of Care

To the extent practicable, the Contractor will adhere to ORR Policies and Procedures related to ORR Influx Care Facilities (See ORR Policy Guide Section 7). However, the Contractor will at minimum meet all basic standards necessary to operate an ORR Decompression or Emergency Intake Site. Contractor will be afforded an opportunity to scale up operations and services to meet ORR Influx requirements at a mutually agreeable timeframe. Basic standards of care include but are not limited to:

- Maintain facilities that are safe and sanitary;
- Provide access to toilets, sinks, and showers;
- Provide drinking water and food;
- Maintain adequate temperature control and ventilation;
- Provide adequate supervision;
- Provide same gender supervision for any area where unaccompanied children regularly undress, including restrooms and showers;
- Provide unaccompanied children with appropriate clothing and personal grooming items;
- Separate unaccompanied children who are subsequently found to have past criminal/juvenile history and/or who exhibit behavior that presents a danger to themselves or to others from other unaccompanied children;
- Adhere to a zero tolerance policy towards sexual abuse and assault per ORR regulations and policy;
- Establish reporting on significant incident and sexual abuse allegations and follow-up procedures consistent with ORR's policies and reporting guidance;
- Allow reasonable access to legal services providers, unaccompanied children's attorneys of record, and child advocates that have provided proper documentation, subject to time and place restrictions;
- Providing legal services information, including the availability of free legal assistance, the right to be represented by counsel at no expense to the government, the right to a removal hearing before an immigration judge, the right to apply for asylum or to request

voluntary departure in lieu of deportation. (This information is included in the Legal Resource Guide for Unaccompanied Alien Children);

- Allow access to religious services, if available;
- Provide emergency clinical services;
- Provide public health response to any identified communicable disease, including COVID-19, in accordance with federal, state, or local public health guidelines;
- Provide COVID-19 mitigation strategies, including but not limited to testing, in accordance with Centers for Disease Control and Prevention (CDC) guidance;
- Comply with reporting requirements as specified by ORR in consultation with providers;
- Provide children the right to be free from discrimination on the basis of gender, race, religion, national origin or sexual orientation; and
- Keep children free from any cruel, harsh, unnecessary, demeaning or humiliating punishment.
- Provide case management services for safe and timely release;
- Provide unaccompanied children a reasonable access to privacy, which includes the opportunity to wear his or her own clothes, as appropriate; retain a space for storage of personal belongings; talk privately on the phone, as appropriate; visit privately with guests, as appropriate; and receive and send uncensored mail unless there is a reasonable belief that the mail contains contraband;
- Provide for either an in-person Know Your Rights presentation by a legal service provider;
- Educational services; and
- Daily Recreational/Leisure time that includes one hour of large muscle activity and one hour of structured leisure time activities.

D. ADMINISTRATION

D.1 Authorities of Government Personnel

The following individuals will be Government's points of contact during performance of the purchase order and for administration.

Contracting Officer

Name: Evelyn S. Tyndell

Address: 330 C Street, S.W.

Washington DC 20201

Email: Evelyn.Tyndell@acf.hhs.gov

Contracting Officer's Representatives

Name: Delia Jones-McHorgh

Address: 330 C Street, S.W.

Washington DC 20201

Email: Delia.Jones-McHorgh@acf.hhs.gov

C.2 Contracting Officer's Representative (COR)

(a) Performance of work under this contract must be subject to the technical direction of the Contracting

Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

C.3 Invoices – Commercial

(1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to:

- 1) Contracting Officer's Representative (COR): Delia.Jones-McHorgh@acf.hhs.gov
- 2) Contracting Officer: Evelyn.Tyndell@acf.hhs.gov
- 3) Financial Management Services: psc_invoices@psc.hhs.gov
- 4) Acquisition Management Services: pscsas.invoices@psc.hhs.gov

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

(2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the

requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

- (i) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.
- (ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.
- (iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

(3) Prompt Payment Act

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

D. SPECIAL REQUIREMENTS

Option to Lease

In accordance with 8 U.S.C. § 1231 (g) ORR has the independent statutory authority to acquire the land necessary to provide shelter and care for unaccompanied children, to include entering into a commercial lease agreement. Therefore, under this authority, the Government has the option to lease this property for the purpose of an emergency influx shelter to augment the permanent bed capacity. Which will allow ORR to accept referrals from the U.S. Border Patrol more expeditiously; limiting the time, UC may have to spend in Border Patrol facilities. The option to lease includes the premises and appurtenant acreage, which are defined as all facilities, and acreage as further defined herein. This is an unpriced option, the Government and Cotton Commercial USA, Inc. will negotiate the terms, conditions and price of a lease agreement during the purchase order period of performance.

E. PURCHASE ORDER CLAUSES

52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acquisition.gov/far>

Clause	Title	Date
	FAR Clauses/Provisions	
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions—Commercial Items	AUG 2020
	HHSAR Clauses/Provisions	
352.203-70	Anti-Lobbying	DEC 2015

352.208-70	Printing and Duplication	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity	JAN 2010
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act – Reporting of Child Abuse	DEC 2015
352.237-72	Crime Control Act- Requirement for Background Checks	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.242-71	Tobacco-Free Facilities	JAN 2006

Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) Clauses Incorporated in Full Text

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the ACF Contracting Officer and shall not be binding until so approved.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (JUN 2020) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X** (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X** (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- X** (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X** (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X** (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (JAN 2021) of [52.225-3](#).
- ___ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- ___ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).
 (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the contract's expiration.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

Purchase Order# 75ACF121P00005

- (a) The Government may extend the term of this contract by written notice to the Contractor within **5 days** before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at **least 15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of clause)

[END OF PURCHASE ORDER]

Obtained by America First Legal Foundation through Litigation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. ACF275965	
6. ISSUED BY CODE Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736 FACILITY CODE				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2021.G990150.25102		Net Increase:		\$13,656,146.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR Part 52.212-4 (C) Changes				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Tax ID Number: 23-7223078					
DUNS Number: 118914498					
The purpose of Modification P00001 is to include family reunification case management/ sponsor services and provide additional medical requirements for the remainder of the base period and each option period.					
Appr. Yr.: 2021 CAN: G990150 Object Class: 25102					
Add Item 5 as follows:					
5		Wrap Around Care Services - Case Management -			9,149,728.00
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, Chief Operating Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EVELYN S. TYNDELL			
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6) (Signature of person authorized to sign) Previous edition unusable		15C. DATE SIGNED 4/21/2021		16B. UNITED STATES OF AMERICA Digitally signed by Evelyn S. Tyndell Evelyn S. Tyndell -S- Date: 2021.04.21 18:28:09 -04'00' (Signature of Contracting Officer)	
				16C. DATE SIGNED 04/21/2021	

CONTINUATION SHEET

75ACF121P00005/P00001

2

3

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Base Period				
	Period of Performance: 04/21/2021 to 07/15/2021				
	Add Item 6 as follows:				
6	Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Base Period				4,506,418.00
	Period of Performance: 04/21/2021 to 07/15/2021				
	Add Item 7 as follows:				
7	Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Amount: \$4,506,418.00 (Option Line Item)				0.00
	Period of Performance: 07/16/2021 to 11/15/2021				
	Add Item 8 as follows:				
8	Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Option Period 2				0.00
	Amount: \$4,506,418.00 (Option Line Item)				
	Period of Performance: 11/16/2021 to 03/15/2022				
	Add Item 9 as follows:				
9	Wrap Around Care Services - Case Management - Option Period 1				0.00
	Amount: \$13,286,973.00 (Option Line Item)				
	Period of Performance: 07/16/2021 to 11/15/2021				
	Add Item 10 as follows:				
10	Wrap Around Care Services - Case Management - Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF121P00005/P00001

PAGE

OF

3

3

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Period 2 Amount: \$14,056,351.00 (Option Line Item) Period of Performance: 11/16/2021 to 03/15/2022 All other terms and conditions remain unchanged and in full effect.				

Obtained by America First Legal Foundation through Litigation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Detail	
5. PROJECT NO. (If applicable)		6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
Net Increase: \$48,244,811.12					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c)) changes / FAR 52.217-5 Option to Extend the Term of the Contract				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 Period of Performance: 07/16/2021 to 08/15/2021 Please see continuation pages for detail.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, Chief operating officer			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JONATHAN F. GONZALEZ		
15B. CONTRACTOR/OFFEROR Digitally signed by (b)(6) Previous edition unusable		15C. DATE SIGNED 7/15/2021		16B. UNITED STATES OF AMERICA Jonathan F. Gonzalez -S Digitally signed by Jonathan F. Gonzalez -S Date: 2021.07.15 21:25:58 -0400 (Signature of Contracting Officer)	
16C. DATE SIGNED					

Continuation Page - 75ACF121P00005

The purpose of Modification P00002 is to restructure the period of performance for option period 1. This modification will also exercise option period 1 (CLINs 3, 7, 9, and 11) for the Emergency Intake Site and Wrap Around Care Services for UC Operations in Pecos, TX. The subject modification P00002 will increase the total obligated value of 75ACF121P00005 from \$268,829,353.00 by \$48,244,811.12 to \$317,074,164.12.

In addition this modification will incorporate:

1. Phase 1 – Tender age inclusion

On July 10, 2021, the Government requested Family Endeavors, Inc to convert 300 beds to tender age at the Pecos, TX location. On July 14, 2021, Endeavors submitted a pricing proposal in support of the tender age beds (children 6-12).

The following ratios are in support of this modification:

Youth Care Workers: Minimum of 1 youth care worker to every 8 tender age children aged 6-12 years old (1:8), and a minimum of 1 youth care worker to every 4 tender age children aged 0-5 years old (1:4).

2. CLIN 2 is restructured into four separate CLINs (Option Period 1, OP1 Medical Services, OP 1 Case management, and OP 1 Tender age). Additionally, this modification unilaterally exercises restructured option period 1 under CLINs 3, 7, 9, and 11.

The new CLIN period of performance is as follows:

Option Period 1: July 16, 2021 through August 15, 2021

3. Due to a system limitation at the time of award on the SF 1449, the CLIN structure submitted to the vendor was not the structure established in PRISM. In order to correct the administrative error this modification restructures PO 75ACF121P00005 in its entirety, as follows:

CLIN Number	Description	POP	Requisition #	Total Price/Est. Cost
00001	Emergency Intake Site and Wrap Around Care Services in Pecos, Texas	3/16/21 – 7/15/21	ACF274147/1	\$22,743,390
00002	UC Program	3/16/21 – 7/15/21	ACF274147/2	\$232,492,817
00003	Option Period 1 – Emergency Intake Site – Wrap Around Services	7/16/21 – 8/15/21	ACF280602/1	\$34,954,122.43
00004	Option Period 2 – Emergency Intake Site – Wrap Around Services	8/15/21 – 10/6/21	TBD	\$58,632,721.50
00005	Case Management- Base	3/16/21 – 7/15/21	ACF275965/1	\$9,149,728
00006	Enhanced Medical Services - Base	3/16/21 – 7/15/21	ACF275965/2	\$4,506,418
00007	Enhanced Medical Services – OP 1	7/16/21 – 8/15/21	ACF280602/2	\$1,135,763.89
00008	Enhanced Medical Services – OP 2	8/15/21 – 10/6/21	TBD	\$1,905,152.33
00009	Case Management - Option Period 1	7/16/21 – 8/15/21	ACF280602/3	\$3,348,749.29
00010	Case Management - Option Period 2	8/15/21 – 10/6/21	TBD	\$5,617,256.88

00011	Option Period 1 – Tender Age	7/16/21 – 8/15/21	ACF280602/4	\$8,806,175.51
00012	Option Period 2 – Tender Age	8/15/21 – 10/6/21	TBD	\$3,317,174.72
00013	Option Period 3 – Tender Age	10/7/21-11/15/21	TBD	\$2,301,415.35
00014	Option Period 3 - Emergency Intake Site - Wrap Around Services	10/7/21-11/15/21	TBD	\$45,102,093.46
00015	Enhanced Medical Services – OP 3	10/7/21-11/15/21	TBD	\$1,465,501.79
00016	Case Management - Option Period 3	10/7/21-11/15/21	TBD	\$4,320,966.83
00017	Option Period 4 - Emergency Intake Site - Wrap Around Services	11/16/21 – 3/15/22	TBD	\$135,671,689
Grand Total				\$ 575,408,135.98

4. Incorporate FAR Clause 52.222-41 Service Contract Labor Standards to Section I;

52.222-41 Service Contract Labor Standards.

As prescribed in [22.1006\(a\)](#), insert the following clause:

SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions.* As used in this clause—

Contractor, when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of [41 U.S.C. chapter 67](#), Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\)](#)

[1444](#), Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of

this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR [4.1](#) b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR [4.10](#) that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR [4.11](#), that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR [4.10](#) and/or [4.11](#) and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit anypart of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour *Division*, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to

the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn

over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under [41 U.S.C. 6706](#).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

Inclusions by reference

5. Incorporate FAR 52.222-55 Minimum Wages Under Executive Order 13658
6. Incorporate FAR 52.222-62 - Paid Sick Leave Under Executive Order 13706

All other terms and conditions remain the same.

Obtained by America First Legal Foundation through Litigation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 5	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 08/16/2021		4. REQUISITION/PURCHASE REQ. NO. ACF282203	
5. PROJECT NO. (If applicable)					
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2021.G99CXP1.25102		Net Increase:		\$39,438,635.61	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR Clauses 52.212-4(c) changes and 52.217-9 Option to Extend the Term of the Contract				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498					

See supplemental page 4 for purpose of modification and details.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, Chief Operating Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Francine Hemphill	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 8/15/2021	16B. UNITED STATES OF AMERICA Francine L. Hemphill -S Digitally signed by Francine L. Hemphill -S Date: 2021.08.15 17:11:14 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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CONTINUATION SHEET

75ACF121P00005/P00003

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NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Appr. Yr.: 2021 CAN: G99CXP1 Object Class: 25102 Period of Performance: 08/16/2021 to 09/15/2021				
4	Change Item 4 to read as follows (amount shown is the obligated amount): Option Period 2 - Wrap Around Services at Pecos EIS PoP: August 16, 2021 through September 15, 2021 (31 days)				34,954,122.43
8	Change Item 8 to read as follows (amount shown is the obligated amount): Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Option Period 2				1,135,763.89
10	Change Item 10 to read as follows (amount shown is the obligated amount): Wrap Around Care Services - Case Management - Option Period 2				3,348,749.29
12	Change Item 12 to read as follows (amount shown is the obligated amount): Option Period 2 - Tender Age UC Population PoP: August 16, 2021 through October 6, 2021 Amount: \$3,317,174.72 (Option Line Item)				0.00
17	Change Item 17 to read as follows (amount shown is the obligated amount): Option Period 4 Emergency Intake Site - Wrap Around Services Amount: \$34,954,122.43 (Option Line Item) Period of Performance: 10/16/2021 to 11/15/2021				0.00
20	Add Item 20 as follows: Option Period 5 Emergency Intake Site - Wrap Around Services Amount: \$135,671,689.00 (Option Line Item) Period of Performance: 11/16/2021 to 03/15/2022 Continued ...				0.00

CONTINUATION SHEET

75ACF121P00005/P00003

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NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 21 as follows:				
21	Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Option Period 5 Amount: \$4,506,418.00 (Option Line Item) Period of Performance: 11/16/2021 to 03/15/2022				0.00
	Add Item 22 as follows:				
22	Wrap Around Care Services - Case Management - Option Period 5 Amount: \$14,056,351.00 (Option Line Item) Period of Performance: 11/16/2021 to 03/15/2022				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. ACF284302	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1577736		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
Net Increase: \$38,166,421.56					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract and FAR 52.212-4(c) changes				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498					
See supplemental page for purpose of modification and details.					
Period of Performance: 09/16/2021 to 10/15/2021					
Change Item 14 to read as follows (amount shown is the obligated amount): Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) DocuSigned by: (b)(6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JULIUS S. BRADSHAW			
15B. CONTRACTOR OFFICER Chip Fulghum (Signature of person authorized to sign)		15C. DATE SIGNED 9/15/2021		16B. UNITED STATES OF AMERICA Julius S. Bradshaw -S Digitally signed by Julius S. Bradshaw -S Date: 2021.09.15 19:00:23 -0400 (Signature of Contracting Officer)	
16C. DATE SIGNED					

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NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

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Continuation Page - 75ACF121P00005

The purpose of Modification P00004 is to exercise and fund Option Period 3 for a period of performance of September 16, 2021 through October 15, 2021 for the Emergency Intake Site and Wrap Around Care Services for the UC Operations in Pecos, TX. This modification P00004 will increase the total obligated value of 75ACF121P00005 by \$38,166,421.56 from \$356,512,799.73 to \$394,679,221.29.

Detailed actions for P00004:

1. Exercise and fund Option Period 3, CLINs 0014, 0015, and 0016 in the amount of \$38,166,421.56 as set forth in the chart below to support performance for the Wrap Around Services, Enhanced Medical Services and Case Management Services at the Emergency Intake Site in Pecos, TX. The period of performance is September 16, 2021 through October 15, 2021.

CLIN	Description	POP	Requisition #	Total Price/Est. Cost
0014	Option Period 3 – Emergency Intake Site – Wrap Around Services	9/16/21 – 10/15/21	ACF284302 – 1/4	\$33,826,570.10
0015	Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) – Option Period 3	9/16/21 – 10/15/21	ACF284302 - 2	\$1,099,126.34
0016	Wrap Around Care Services - Case Management - Option Period 3	9/16/21 – 10/15/21	ACF284302 - 3	\$3,240,725.12

2. Funds are hereby added to this contract under CLINs 14, 15 and 16 (Option Period 3) in the amount of \$38,166,421.56 to support performance for the Wrap Around Services, Enhanced Medical Services and Case Management Services at the Pecos EIS, as broken out above and in accordance with the terms and conditions within the Contract and Performance Work Statement for this requirement.
3. As a result of modification P00004, the total obligated value of 75ACF121P00005 is hereby increased by \$38,166,421.56 from \$356,512,799.73 to \$394,679,221.29. The total contract value is decreased by \$12,722,140.52 from \$602,208,532.31 to \$589,486,391.79 as the option period 3 POP was changed from October 7, 2021 through November 15, 2021 to September 16, 2021 through October 15, 2021.
4. All other terms and conditions remain unchanged and in full effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. ACF286139	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1577736		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G992101.25102		Net Increase:		\$39,438,635.61	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract and FAR 52.212-4(c) changes				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 See supplemental page for purpose of modification and details.					
Appr. Yr.: 2022 CAN: G992101 Object Class: 25102 Period of Performance: 10/16/2021 to 11/15/2021 Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			LAKISHA E. BREWER		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
				16C. DATE SIGNED	
(Signature of person authorized to sign)				10/15/2021	
				(Signature of Contracting Officer)	

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121P00005/P00005PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 17 to read as follows (amount shown is the obligated amount):				
17	Option Period 4 Emergency Intake Site - Wrap Around Services				34,954,122.43
	Add Item 18 as follows:				
18	Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) Option Period 4				1,135,763.89
	Add Item 19 as follows:				
19	Wrap Around Care Services - Case Management - Option Period 4				3,348,749.29

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes-Fixed Price.				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Tax ID Number: 23-7223078					
DUNS Number: 118914498					
A. The purpose of this modification is to incorporate FAR Class Deviation 52.223-99 ? Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors.					
B. Signed contract modification must be returned no later than November 2, 2021.					
C. Full contractor compliance must be confirmed to the contracting officer by December 8, 2021.					
D. All other terms and conditions remain unchanged.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			LAKISHA E. BREWER		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. DATE SIGNED 10/26/2021	

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/16/2021 to 11/15/2021				

Obtained by America First Legal Foundation through Litigation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 11/15/2021		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G99CXP1.25102		Net Increase:		\$78,402,516.15	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes			
		D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 See supplemental page for further detail.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAKISHA E. BREWER			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				16C. DATE SIGNED 11/10/2021	

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

LAKISHA E. BREWER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

11/10/2021

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243
ACF 21-F-0186 000081

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 75ACF121P00005/P00007	PAGE OF 2 3
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NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Appr. Yr.: 2022 CAN: G99CXP1 Object Class: 25102 Period of Performance: 11/16/2021 to 01/15/2022</p> <p>Change Item 20 to read as follows (amount shown is the obligated amount):</p>				
20	<p>Option Period 5 Emergency Intake Site - Wrap Around Services Period of Performance 11/16/2021 to 01/15/2022 Requisition No: ACF287127</p>				68,966,441.91
	<p>Change Item 21 to read as follows (amount shown is the obligated amount):</p>				
21	<p>Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Option Period 5 Period of Performance: 11/16/2021 to 01/15/2022 Requisition No: ACF287127</p>				2,290,752.48
	<p>Change Item 22 to read as follows (amount shown is the obligated amount):</p>				
22	<p>Wrap Around Care Services - Case Management - Option Period 5 Period of Performance: 11/16/2021 to 01/15/2022 Requisition No: ACF287127</p>				7,145,311.76
	<p>Add Item 23 as follows:</p>				
23	<p>Option Period 6 Emergency Intake Site - Wrap Around Services Amount: \$66,705,247.09 (Option Line Item) Period of Performance: 01/16/2022 to 03/15/2022</p>				0.00
	<p>Add Item 24 as follows:</p>				
24	<p>Wrap Around Care Services - Enhanced Medical Services (Immunizations and COVID-19 Testing) - Option Period 6 Amount: \$2,215,655.52 (Option Line Item) Period of Performance: 01/16/2022 to 03/15/2022</p>				0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121P00005/P00007PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 25 as follows:				
25	Wrap Around Care Services - Case Management - Option Period 6 Amount: \$6,911,039.24 (Option Line Item) Period of Performance: 01/16/2022 to 03/15/2022 Add Item 26 as follows:				0.00
26	Wrap Around Services - OP 5 Enhanced Medical Additional Funding Period of Performance 11/16/2021 to 01/15/2022 Requisition No: ACF287381				10.00

Obtained by America First Legal Foundation through Litigation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3										
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 01/16/2022		4. REQUISITION/PURCHASE REQ. NO. ACF289392		5. PROJECT NO. (If applicable)									
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		7. ADMINISTERED BY (If other than Item 6)		CODE									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104				(x)			9A. AMENDMENT OF SOLICITATION NO.								
CODE 1577736 FACILITY CODE							9B. DATED (SEE ITEM 11)								
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005								
							10B. DATED (SEE ITEM 13) 03/16/2021								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,997,010.05 2022.G992101.25102															
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c), "Changes"</td> </tr> </table>								CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c), "Changes"
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c), "Changes"														
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 Please see the attached Continuation Page(s) for the purpose of Bilateral Contract Modification Number P00008 of Contract Number 75ACF121P00005.															

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) chip Fulghum, COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANTHONY Q. HAWLEY	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 1/15/2022	16B. UNITED STATES OF AMERICA Anthony Q. Hawley -S <small>Digitally signed by Anthony Q. Hawley -S Date: 2022.01.15 19:26:04 -05'00'</small>	16C. DATE SIGNED 01/16/2022
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121P00005/P00008PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Appr. Yr.: 2022 CAN: G992101 Object Class: 25102 Period of Performance: 01/16/2022 to 01/22/2022 Add Item 27 as follows:				
27	Emergency Intake Site (EIS) - Wrap Around Services Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$7,914,181.86 Add Item 28 as follows:				7,914,181.86
28	Emergency Intake Site (EIS) - Wrap Around Services (Enhanced Medical) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$262,874.38 Add Item 29 as follows:				262,874.38
29	Emergency Intake Site (EIS) - Wrap Around Services (Case Management) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$819,953.81				819,953.81

Continuation Page(s)

This Contract Modification is made pursuant to Federal Acquisition Regulation (FAR) 52.212-4(c), "Changes". The purpose of Bilateral Contract Modification # P00008 of Contract # 75ACF121P00005 is as follows:

1. Extend the term of the contract by seven (7) days through January 22, 2022.
2. Change the Contracting Officer's Representative.

Therefore, Contract # 75ACF121P00005 is modified accordingly:

3. The term of the contract is hereby extended by seven (7) days through January 22, 2022.
4. Contract Line Items (CLINs) 27, 28, and 29 are hereby added to the contract and funded in the total amount of \$8,997,010.05 as set forth in the table below.

CLIN	DESCRIPTION	TYPE	UNIT	QTY	REQUISITION #	TOTAL PRICE (\$)
27	Emergency Intake Site (EIS) - Wrap Around Services Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$7,914,181.86	FFP	EA	1	ACF289392	\$7,914,181.86
28	Emergency Intake Site (EIS) - Wrap Around Services (Enhanced Medical) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$262,874.38	FFP	EA	1	ACF289392	\$262,874.38
29	Emergency Intake Site (EIS) - Wrap Around Services (Case Management) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$819,953.81	FFP	EA	1	ACF289392	\$819,953.81
Total Aggregate Value						\$8,997,010.05

5. The Contracting Officer's Representative is hereby changed from April Martin to the following individual:

- **Name:** Tennille C. Coombs
- **Title:** Contracting Officer's Representative (COR) | FAC-COR Level III
- **Email:** Tennille.Coombs@cms.hhs.gov
- **Phone Number:** 410-786-3472

6. The total obligated value of the contract is hereby increased from \$477,566,250.62 by \$8,997,010.05 to \$486,563,260.67.

7. All other Terms and Conditions remain unchanged and in full effect.

[End of Modification P00008]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 24	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 01/23/2022		4. REQUISITION/PURCHASE REQ. NO. ACF289826	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1577736		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G99UPR2.25102 Net Increase: \$59,711,471.75					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c), "Changes"				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 Please see the attached Continuation Page(s) for the purpose of Bilateral Contract Modification Number P00009 of Contract Number 75ACF121P00005.					
Discount Terms: HHS NET 30P Appr. Yr.: 2022 CAN: G99UPR2 Object Class: 25102 Period of Performance: 01/23/2022 to 03/15/2022					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANTHONY Q. HAWLEY		
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6) (Signature of person authorized to sign) Previous edition unusable		15C. DATE SIGNED 2/1/2022		16B. UNITED STATES OF AMERICA Anthony Q. Hawley -S Digitally signed by Anthony Q. Hawley -S Date: 2022.02.01 10:19:32 -05'00' (Signature of Contracting Officer)	
				16C. DATE SIGNED 01/23/2022	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121P00005/P00009

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 30 as follows:				
30	EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES - BASE 1,000 STAFFED BED CAPACITY Period of Performance: 01/23/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$49,839,136.67 EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (ENHANCED MEDICAL) - BASE 1,000 STAFFED BED CAPACITY Period of Performance: 01/23/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$1,655,437.36 EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (CASE MANAGEMENT) - BASE 1,000 STAFFED BED CAPACITY Period of Performance: 01/23/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$5,163,615.22 Add Item 31 as follows:				56,658,189.25
31	EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES - RAMP-UP 1,500 STAFFED BED CAPACITY Period of Performance: 01/30/2022 @ 12:00 a.m. (EDT) to 02/12/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$2,685,807.04 EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (ENHANCED MEDICAL) - RAMP-UP 1,500 STAFFED BED CAPACITY Period of Performance: 01/30/2022 @ 12:00 a.m. (EDT) to 02/12/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$89,210.72 EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (CASE MANAGEMENT) - RAMP-UP 1,500 STAFFED BED CAPACITY Period of Performance: 01/30/2022 @ 12:00 a.m. (EDT) to 02/12/2022 @ 11:59 p.m. (EDT) Continued ...				3,053,282.50

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF121P00005/P00009

PAGE OF

3

3

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(EDT) TOTAL COST (\$) : \$278,264.73 Period of Performance: 01/30/2022 to 02/12/2022				

Obtained by America First Legal Foundation through Litigation

Family Endeavors, Inc.
Contract # 75ACF121P00005
Contract Modification # P00009

Continuation Page(s)

This Contract Modification is made pursuant to Federal Acquisition Regulation (FAR) 52.212-4(c), "Changes". The purpose of Bilateral Contract Modification # P00009 of Contract # 75ACF121P00005 is as follows:

1. Extend the term of the Contract through Tuesday, March 15, 2022.
2. Incorporate revised Staffed Bed Capacity Terms and Conditions into the Statement of Work (SOW) under the **"Scope of Services"**. Updated SOW is attached to this modification and all revisions are highlighted in **"Red."**
3. Invoke a seven (7) day Notice to Ramp-Down from 2,000 Beds (per the original Terms of the SOW) to 1,500 Beds per the Staffed Bed Capacity Terms and Conditions incorporated into the SOW
4. Update the SOW to include the Point of Contact (POC) information for the Contracting Officer (CO) and Contracting Officer's Representative (COR).

Therefore, Contract # 75ACF121P00005 is modified accordingly:

CLIN	DESCRIPTION	TYPE	UNIT	QTY	REQUISITION #	TOTAL PRICE (\$)
30	EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES – BASE 1,000 STAFFED BED CAPACITY Period of Performance: 01/23/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$49,839,136.67 EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (ENHANCED MEDICAL) – BASE 1,000 STAFFED BED CAPACITY Period of Performance: 01/23/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$1,655,437.36 EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (CASE MANAGEMENT) – BASE 1,000 STAFFED BED CAPACITY Period of Performance: 01/23/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT) TOTAL COST (\$): \$5,163,615.22	FFP	EA	1	ACF289826	\$56,658,189.25

Family Endeavors, Inc.
Contract # 75ACF121P00005
Contract Modification # P00009

31	<p>EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES – RAMP-UP 1,500 STAFFED BED CAPACITY</p> <p>Period of Performance: 01/30/2022 @ 12:00 a.m. (EDT) to 02/12/2022 @ 11:59 p.m. (EDT)</p> <p>TOTAL COST (\$): \$2,685,807.04</p> <p>EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (ENHANCED MEDICAL) – RAMP-UP 1,500 STAFFED BED CAPACITY</p> <p>Period of Performance: 01/30/2022 @ 12:00 a.m. (EDT) to 02/12/2022 @ 11:59 p.m. (EDT)</p> <p>TOTAL COST (\$): \$89,210.72</p> <p>EMERGENCY INTAKE SITE (EIS) - WRAP AROUND SERVICES (CASE MANAGEMENT) – RAMP-UP 1,500 STAFFED BED CAPACITY</p> <p>Period of Performance: 01/30/2022 @ 12:00 a.m. (EDT) to 02/12/2022 @ 11:59 p.m. (EDT)</p> <p>TOTAL COST (\$): \$278,264.73</p>	FFP	EA	1	ACF289826	\$3,053,282.49
Total Aggregate Value of Bilateral Contract Modification # P00009						\$59,711,471.75

- The current term of the Contract is hereby extended through Tuesday, March 15, 2022.
- The following Terms and Conditions are hereby incorporated into the attached Statement of Work (SOW):

STAFFED BED CAPACITY (PECOS, TX) EMERGENCY INTAKE SITE (EIS) | TERMS AND CONDITIONS:

- The facility capacity shall be 1,000 Staffed Bed Capacity (BASE) with a maximum of 2,000 Staffed Bed Capacity.
- The volatility in prediction of migration numbers poses significant challenges with forecasting. As such, at the request of the Federal Government, the Contractor shall adjust Staffed Bed Capacity to effectively meet the Government's requirement.
- At the request of the Federal Government, the Contractor shall ramp-up or ramp-down Staffed Bed Capacity in increments of 500 in the following manner:
 - Ramp-Up:
 - 1,000 (Base) ramp-up by 500 to 1,500
 - 1,500 (Base) ramp-up by 500 to 2,000
 - Ramp-Down:
 - 2,000 (Base) ramp-down by 500 to 1,500
 - 1,500 (Base) ramp-down by 500 to 1,000
- The defined requirements under this Contract shall be measured in terms of Beds of Capacity and Staffed Beds.
- Beds of Capacity means the bed is onsite, but the staffing and services will require a ramp-up to be fully useful and considered into Staffed Beds.
- Staffed Beds means the staffing and services as required in the Contract are readily available for immediate occupation of a UC in a bed.
- The transition from Beds of Capacity to Staffed Beds will be at the Government's request via Contract Modification.

Family Endeavors, Inc.
Contract # 75ACF121P00005
Contract Modification # P00009

• **RAMP-UP/RAMP-DOWN NOTICES:**

- **NOTICES:** The Contracting Officer (CO) shall provide ramp-up and ramp-down notices in writing to the Contractor. A Contract Modification will be executed (by a warranted Contracting Officer) and the funds associated with the ramp-up or ramp-down requirement shall be added to the Contract. Fund totals/obligation amounts shall be based on the date that the ramp-up or ramp-down time-period ends.
- **RAMP-UP:**
 - The Federal Government shall provide the Contractor with a fourteen (14) day notice in writing when a ramp-up requirement is identified.
- **RAMP-DOWN:**
 - The Federal Government shall provide the Contractor with a seven (7) day notice in writing when a ramp-down requirement is identified.

• **PAYMENT TERMS AND CONDITIONS:**

- **RAMP-UP** – Payment shall commence at the end of the ramp-up period. When the Contractor receives a fourteen (14) day ramp-up notice in writing, payment shall commence on the fifteenth (15) day going forward when Staffed Bed Capacity is increased.
 - **RAMP-DOWN** – Payment shall commence at the end of the ramp-down period. When the Contractor receives a seven (7) day ramp-down notice in writing, payment shall occur on the eighth (8) day going forward when Staffed Bed Capacity is reduced.
 - **PRICING** – Each Contract Modification issued for a ramp-up or ramp-down notice shall include the Period of Performance associated with the request. To facilitate this structure, the Contractor shall provide pricing at a daily rate for ramp-up and ramp-down periods.
3. Contract Line Items (CLINs) 30 and 31 are hereby added to the Contract and funded in the total amount of \$59,711,471.75 as set forth in the table above.
 4. As identified in CLIN 31 in the table above, the Contractor is hereby provided with a seven (7) day notice to ramp-down to 1,500 Staffed Capacity Beds from the previous requirement of 2,000 Staffed Capacity Beds as called for in the original Contract Award.
 - **Ramp-Down Notice (2,000 to 1,500):** Seven (7) Days
 - **Ramp-Down Period:** Sunday, January 23, 2022 @ 12:00 a.m. to Saturday, January 29, 2022 @ 11:59 p.m.
 - **1,500 Staffed Capacity Beds Online – Period of Performance:** Sunday, January 30, 2022 @ 12:00 a.m. to Saturday, February 12, 2022 @ 11:59 p.m.
 - **Payment:** Payment for ramp-down begins on Sunday, January 30, 2022 @ 12:00 a.m.
 - **TOTAL COST OF RAMP-DOWN (\$):** \$3,053,282.50
 5. Section C. Administration | C.1 Authorities of Government Personnel is updated to add the Point of Contact (POC) information for the Contracting Officer (CO) and Contracting Officer's Representative (COR) as follow:

Family Endeavors, Inc.
Contract # 75ACF121P00005
Contract Modification # P00009

CONTRACTING OFFICER (CO):

Name: Anthony Q. Hawley
Email: Anthony.Hawley@acf.hhs.gov

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

Name: Tennille C. Coombs
Email: Tennille.Coombs@cms.hhs.gov

6. The total amount of this Contract Modification is \$59,711,471.75. The total obligated value of the contract is hereby increased from \$486,563,260.67 by \$59,711,471.75 to \$546,274,732.42
7. All other Terms and Conditions remain unchanged and in full effect.

Obtained by America First Legal Foundation through Litigation

[End of Modification P00009]

B. STATEMENT OF WORK

The purpose of this requirement is to fulfill an urgent need for a temporary influx site to have additional temporary influx capacity in Pecos, Texas due to the recent and rapid increase in Unaccompanied Children (UC) volume.

The Scope of Services are as follows:

The facility shall be:

- Commercially available property with existing buildings suitable for residential occupancy
- Property includes dining hall, education, administration type buildings, **schools, hospitals, residential care facilities for Unaccompanied Children (UC) Beds, housing, hotels, and summer camp type facilities**
- At least 15 acres at the proposed site
- Available for at least twelve (12) months
- Located away from other operations
- Open areas of the property should be relatively flat, well-drained, and cleared to at least grass- level (hard surface is preferred)
- Road access onto the property
- Parking at or nearby the property
- Previously used for residential activities to avoid additional NEPA clearances
- Utility access (water, sewer, electricity) on the property
- No hazardous materials or known or suspected environmental contaminants on or nearby the site
- Safe distance from all hazardous operations.
- Ability to establish perimeter security fencing around the property
- Civilian hospital – within 1-hour's drive from the installation
- Commercial airport service – within a 2-hour drive from the installation
- Preferred: Located away from heavy traffic areas to minimize visibility/noise
- Preferred: Large paved or concrete hard surface for parking service vehicles at the site

STAFFED BED CAPACITY (PECOS, TX) EMERGENCY INTAKE SITE (EIS) | TERMS AND CONDITIONS:

- The facility capacity shall be 1,000 Staffed Bed Capacity (BASE) with a maximum of 2,000 Staffed Bed Capacity.
- The volatility in prediction of migration numbers poses significant challenges with forecasting. As such, at the request of the Federal Government, the Contractor shall adjust Staffed Bed Capacity to effectively meet the Government's requirement.
- At the request of the Federal Government, the Contractor shall ramp-up or ramp-down Staffed Bed Capacity in increments of 500 in the following manner:
 - Ramp-Up:
 - 1,000 (Base) ramp-up by 500 to 1,500
 - 1,500 (Base) ramp-up by 500 to 2,000
 - Ramp-Down:
 - 2,000 (Base) ramp-down by 500 to 1,500
 - 1,500 (Base) ramp-down by 500 to 1,000
- The defined requirements under this Contract shall be measured in terms of Beds of Capacity and Staffed Beds.
- Beds of Capacity means the bed is onsite, but the staffing and services will require a ramp-up to be fully useful and considered into Staffed Beds.

- Staffed Beds means the staffing and services as required in the Contract are readily available for immediate occupation of a UC in a bed.
- The transition from Beds of Capacity to Staffed Beds will be at the Government's request via Contract Modification.
- **RAMP-UP/RAMP-DOWN NOTICES:**
 - **NOTICES:** The Contracting Officer (CO) shall provide ramp-up and ramp-down notices in writing to the Contractor. A Contract Modification will be executed (by a warranted Contracting Officer) and the funds associated with the ramp-up or ramp-down requirement shall be added to the Contract. Fund totals/obligation amounts shall be based on the date that the ramp-up or ramp-down time-period ends.
 - **RAMP-UP:**
 - The Federal Government shall provide the Contractor with a fourteen (14) day notice in writing when a ramp-up requirement is identified.
 - **RAMP-DOWN:**
 - The Federal Government shall provide the Contractor with a seven (7) day notice in writing when a ramp-down requirement is identified.
- **PAYMENT TERMS AND CONDITIONS:**
 - **RAMP-UP** – Payment shall commence at the end of the ramp-up period. When the Contractor receives a fourteen (14) day ramp-up notice in writing, payment shall commence on the fifteenth (15) day going forward when Staffed Bed Capacity is increased.
 - **RAMP-DOWN** – Payment shall commence at the end of the ramp-down period. When the Contractor receives a seven (7) day ramp-down notice in writing, payment shall occur on the eighth (8) day going forward when Staffed Bed Capacity is reduced.
 - **PRICING** – Each Contract Modification issued for a ramp-up or ramp-down notice shall include the Period of Performance associated with the request. To facilitate this structure, the Contractor shall provide pricing at a daily rate for ramp-up and ramp-down periods.

DIRECT CARE AND SUPERVISION OF CHILDREN:

- Direct care and supervision services are required for UC in ORR custody. The place of performance for staffing and infrastructure will be at an ORR decompression or influx site. The contractor shall be prepared to rapidly employ full operational services during peak times as well as downsize operations during low UC volume.
- The contractor shall provide supplies and equipment to support sheltering, feeding and recreational services to include but not limited beds, linens, tables, chairs, partitions, computers, printers, office supplies, phones (desk and cells), routers, wireless, servers, repeaters, TVs, and recreational gear. The contractor shall commence site preparation post award.

STAFFING:

- The contractor shall provide the required capabilities to maintain a cadre of qualified

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staff to provide direct care and supervision services, support recruiting, screening, credentialing, training, and data tracking systems.

- The contractor shall provide necessary staffing component to provide direct care and supervision of children, case management services, medical and mental health services, recreation, and educational services. These staff must meet ORR minimum standards for deployment at an ORR decompression or influx site including necessary background checks to provide services to children.
- The contractor shall ensure that all staff assigned to UC are bilingual in English and Spanish and shall be proficient in speaking, reading, and writing both languages. The contractor shall have access to language line use/translation services for other such languages as required and directed by ORR. Hindi/English, Mandarin/English, as directed by the Government/ORR.
- The contractor shall ensure that staff always maintains line-of-sight supervision of assigned children. The contractor will provide a staffing and supervision plan that meets ORR's minimum standards for an ORR decompression or influx site. Positions include: Youth Care Worker, Case Managers, Clinicians/Counselors,
- The contractor shall train staff in the following: ORR policies and procedures, ORR interim guidance and operations manual; the Prison Rape Elimination Act Interim Final Rules procedures; the sponsor reunification packet; ORR Database/System of Record; behavioral management and non-violent restraint techniques; cultural competence training; and child-welfare best practices. The contractor shall request the COR's approval for all training material developed before its use. All training material developed for the purpose of this contract will be the property of ORR. Training material shall be available in hard and electronic copy.

STANDARDS OF CARE:

To the extent practicable, the Contractor will adhere to ORR Policies and Procedures related to ORR Influx Care Facilities (See ORR Policy Guide Section 7). However, the Contractor will at minimum meet all basic standards necessary to operate an ORR Decompression or Emergency Intake Site. Contractor will be afforded an opportunity to scale up operations and services to meet ORR Influx requirements at a mutually agreeable timeframe. Basic standards of care include but are not limited to:

- Maintain facilities that are safe and sanitary.
- Provide access to toilets, sinks, and showers.
- Provide drinking water and food.
- Maintain adequate temperature control and ventilation.
- Provide adequate supervision.
- Provide same gender supervision for any area where unaccompanied children regularly undress, including restrooms and showers.
- Provide unaccompanied children with appropriate clothing and personal grooming items.
- Separate unaccompanied children who are subsequently found to have past criminal/juvenile history and/or who exhibit behavior that presents a danger to themselves or to others from other unaccompanied children.
- Adhere to a zero-tolerance policy towards sexual abuse and assault per ORR regulations and policy.
- Establish reporting on significant incident and sexual abuse allegations and follow-up procedures consistent with ORR's policies and reporting guidance.
- Allow reasonable access to legal services providers, unaccompanied children's attorneys of record, and child advocates that have provided proper documentation, subject to time and place restrictions.
- Providing legal services information, including the availability of free legal assistance, the right to be represented by counsel at no expense to the government, the right to a removal hearing before an immigration judge, the right to apply for asylum or to request

voluntary departure in lieu of deportation. (This information is included in the Legal Resource Guide for Unaccompanied Alien Children).

- Allow access to religious services, if available.
- Provide emergency clinical services.
- Provide public health response to any identified communicable disease, including COVID- 19, in accordance with federal, state, or local public health guidelines.
- Provide COVID-19 mitigation strategies, including but not limited to testing, in accordance with Centers for Disease Control and Prevention (CDC) guidance.
- Comply with reporting requirements as specified by ORR in consultation with providers.
- Provide children the right to be free from discrimination on the basis of gender, race, religion, national origin or sexual orientation; and
- Keep children free from any cruel, harsh, unnecessary, demeaning, or humiliating punishment.
- Provide case management services for safe and timely release.
- Provide unaccompanied children a reasonable access to privacy, which includes the opportunity to wear his or her own clothes, as appropriate; retain a space for storage of personal belongings; talk privately on the phone, as appropriate; visit privately with guests, as appropriate; and receive and send uncensored mail unless there is a reasonable belief that the mail contains contraband;
- Provide for either an in-person Know Your Rights presentation by a legal service provider.
- Educational Services.
- Daily Recreational/Leisure time that includes one hour of large muscle activity and one hour of structured leisure time activities.

SECURITY:

The Contractor is required to meet ORR background check standards, in compliance with ORR Field Guidance #13 (originally published April 30, 2021), Paragraph 5(b), as applicable. Only EIS federal personnel, or personnel who have been cleared through a fingerprint-based, federal background check, are permitted to supervise direct care staff. Staff and volunteers who provide direct care must pass public record criminal background checks for deployment at EIS. ORR will ensure receipt of background checks required of influx care facilities for EIS staff within 30 days of an EIS opening. Staff and volunteers who provide direct care may not have unsupervised contact with unaccompanied children until all background checks have been completed. ORR may waive or modify background check requirements on a facility to facility basis. Any request for waiver from any background check requirement must be made in writing to the ORR COR, and consideration of a waiver or conditional waiver is solely within the discretion of ORR.

Additionally, in accordance with OMB Memorandum M-05-24, federal agencies must have verified and/or completed background investigations for contractors who require access to HHS information, IT systems, other than occasional or intermittent access to HHS-controlled facilities, or any combination of these three. To gain the required access and successful award, the contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in:

- HHS Information Security Program Policy
<http://www.hhs.gov/read/irmpolicy/121504.html>
- HHS Continued Implementation for the HSPD-12 Program, dated January 13, 2017
- OPM Final Credentialing Standard, dated June 2008
- OMB M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors
- Executive Order 13467

The minimum Government investigation is a HSPD-12 PIV Credential Tier 1 (National Agency Check and Inquiries--NACI), which consists of searches of records covering specific areas of a person's background during the past five years. However, Contractors supporting ORR shelter operations including licensed facilities, Emergency Intake Sites, Influx Care Facilities, including those Contractors providing operations support to these facilities (i.e. all Contractor staff who have access to children) must achieve a HSPD-12 PIV Credential Tier 2 (Minimum Background Investigation—MBI) Moderate Risk Public Trust. HHS will process HSPD-12 PIV background investigations for all Contractor staff and the ORR COR will provide instructions for completing this process. All costs will be borne by HHS; however, Contractor's staff will need to submit fingerprints, complete various forms, and participate in interviews with investigators, as applicable.

Contractors should ensure the employees whose names they submit have a reasonable chance for access approval. In some cases, employees with existing background investigations commensurate with sensitivity designations will expedite performance. This requirement applies to all subcontractors supporting ORR programs. The Contractor is responsible for the custody and control of all forms of HSPD-12 Credentials issued by HHS to Contractor employees, including all subcontractor employees. The Contractor shall immediately notify the Program Manager when a Contractor or subcontractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. The Contractor shall also ensure that Contractor or subcontractor employees comply with HHS requirements concerning the renewal, loss, theft, or damage of an ID card. Failure to comply with the requirements for custody and control of HHS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to HHS facilities, sensitive information, information systems or other HHS resources.

C. ADMINISTRATION

C.1 Authorities of Government Personnel

The following individuals will be the Government's Point(s) of Contact during the performance of the Purchase Order and for administration:

CONTRACTING OFFICER (CO):

Name: Anthony Q. Hawley
Email: anthony.hawley@acf.hhs.gov

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

Name: Tennille C. Coombs
Email: Tennille.Coombs@cms.hhs.gov

C.2 Contracting Officer's Representative (COR)

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work.

- (2) Constitutes a change as defined in the clause entitled "Changes."
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance.
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract.
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises, or otherwise controls the actions of the contractor's employees.
- (c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

C.3 Invoices – Commercial

(1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to:

- 1) Contracting Officer's Representative (COR): Tennille.Coombs@cms.hhs.gov
- 2) Contracting Officer (CO): Anthony.Hawley@acf.hhs.gov
- 3) Financial Management Services: psc_invoices@psc.hhs.gov
- 4) Acquisition Management Services: pscsas.invoices@psc.hhs.gov

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

(2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232- 33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

(i) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.

(ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.

(iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

(3) Prompt Payment Act

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

D. SPECIAL REQUIREMENTS

OPTION TO LEASE:

In accordance with 8 U.S.C. § 1231 (g) ORR has the independent statutory authority to acquire the land necessary to provide shelter and care for unaccompanied children, to include entering into a commercial lease agreement. Therefore, under this authority, the Government has the option to lease this property for the purpose of an emergency influx shelter to augment the permanent bed capacity. Which will allow ORR to accept referrals from the U.S. Border Patrol more expeditiously; limiting the time, UC may have to spend in Border Patrol facilities. The option to lease includes the premises and appurtenant acreage, which are defined as all facilities, and acreage as further defined herein. This is an unpriced option, the Government and Cotton Commercial USA, Inc. will negotiate the terms, conditions, and price of a lease agreement during the purchase order period of performance.

E. PURCHASE ORDER CLAUSES

52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far>

Clause	Title	Date
	FAR Clauses/Provisions	
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions—Commercial Items	AUG 2020
	HHSAR Clauses/Provisions	
352.203-70	Anti-Lobbying	DEC 2015
352.208-70	Printing and Duplication	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity	JAN 2010
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act – Reporting of Child Abuse	DEC 2015
352.237-72	Crime Control Act- Requirement for Background Checks	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.242-71	Tobacco-Free Facilities	JAN 2006

Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) Clauses Incorporated in Full Text**FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the ACF Contracting Officer and shall not be binding until so approved.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-

117, section 743 of Div. C).

___(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

___(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___(10) [Reserved].

___(11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

___(ii) Alternate I (MAR 2020) of [52.219-3](#).

___(12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___(ii) Alternate I (MAR 2020) of [52.219-4](#).

___(13) [Reserved]

___(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

___(ii) Alternate I (MAR 2020) of [52.219-6](#).

___(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

___(ii) Alternate I (MAR 2020) of [52.219-7](#).

___(16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#)) and
(3)).

___(17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

___(ii) Alternate I (NOV 2016) of [52.219-9](#).

___(iii) Alternate II (NOV 2016) of [52.219-9](#).

___(iv) Alternate III (JUN 2020) of [52.219-9](#).

___(v) Alternate IV (JUN 2020) of [52.219-9](#).

___(18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___(ii) Alternate I (MAR 2020) of [52.219-13](#).

___(19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).

___(20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).

____(22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

____(ii) Alternate I (MAR 2020) of [52.219-28](#).

____(23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).

____(24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).

____(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

____(26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

☒ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

☒ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

____(ii) Alternate I (FEB 1999) of [52.222-26](#).

☒ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

____(ii) Alternate I (JUL 2014) of [52.222-35](#).

☒ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

____(ii) Alternate I (JUL 2014) of [52.222-36](#).

☒ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

☒ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

____(ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

☒ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

____(37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable

to the acquisition of commercially available off-the-shelf items.)

___(38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___(40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (OCT 2015) of [52.223-13](#).

___(41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun2014) of [52.223-14](#).

___(42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___(43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___(ii) Alternate I (JUN 2014) of [52.223-16](#).

☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___(45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___(46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___(47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___(ii) Alternate I (JAN 2017) of [52.224-3](#).

___(48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter83](#)).

___(49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___(ii) Alternate I (JAN 2021) of [52.225-3](#).

___(iii) Alternate II (JAN 2021) of [52.225-3](#).

___(iv) Alternate III (JAN 2021) of [52.225-3](#).

___(50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___(51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)[Note](#)).

___(53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___(54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___(55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

___(56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___(57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X___(58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___(60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___(61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___(62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___(63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___(ii) Alternate I (APR 2003) of [52.247-64](#).

___(iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___(1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___(5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___(6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___(7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV2020).

___(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except

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subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O. 11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

E.O. 13627). (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph

(d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the contract's expiration.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of clause)

FAR 52.223-6 Drug-Free Workplace (May 2001)

(a) *Definitions.* As used in this clause-

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause.

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or

- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)

(DEVIATION)

(a) Definition. As used in this clause – United States or its outlying areas means—

(1) The fifty States.

(2) The District of Columbia.

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands.

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on

September 14, 2021, 86 FR 50985). 5

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

[END OF PURCHASE ORDER]

ATTACHMENT II SUBCONTRACTOR LIST – PECOS CHILDREN’S CENTER

1. AdAstra (one of three translation services)
2. AsylumWorks (remote training support)
3. Avantus (on-site and remote data support)
4. Chris180 (child welfare and training)
5. Christy Merrell Music Therapy (on-site music therapy team)
6. Geneus / iVitalize (medical testing – previously COVID, now just point-of-care)
7. Jeenie (one of three translation services)
8. International Centre for Missing and Exploited Children (trauma-informed care specialists)
9. Loyal Source Government Solution (medical, behavioral health, 40% of youth care workers and case management staff)
10. Lutheran Family Services of Nebraska (remote case management)
11. Marketplace Chaplain (religious services)
12. Morrison Family and Child Services (remote training support for case management)
13. Pet Partners (on-site pet therapy)
14. Securitas (security)
15. Selrico (dorm cleaning and hygiene supplies)
16. Target Hospitality (facility, dining)
17. Telos (IT support)
18. US Advisors (compliance)
19. VeloSource (on-site case managers)
20. Visionlink (shelter management data system)
21. VoyceGlobal (one of three translation services)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 02/13/2022		4. REQUISITION/PURCHASE REQ. NO. ACF290412	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1577736		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G992101.25102 Net Increase: \$3,053,282.50					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 The purpose of Bilateral Contract Modification Number P00010 of Contract Number 75ACF121P00005 is as follows: 1) Extend the Period of Performance of Continued Emergency Intake Site (EIS) Wrap-Around Services, Enhanced Medical Services, and Case Management Services at 1,500 Staffed Bed Capacity through February 26, 2022. 2) Obligate funds in the amount of \$3,053,282.50 to fully fund the Period of Performance of February 13, 2022 through February 26, 2022. 3) The total amount of this Contract Modification is \$3,053,282.50. The total obligated Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANTHONY Q. HAWLEY		
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6)		15C. DATE SIGNED 2/12/2022		16B. UNITED STATES OF AMERICA Anthony Q. Hawley -S Digitally signed by Anthony Q. Hawley -S Date: 2022.02.12 21:51:34 -05'00'	
				16C. DATE SIGNED 02/13/2022	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF121P00005/P00010

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	value of the Contract is hereby increased from \$546,274,732.42 by \$3,053,282.50 to \$549,328,014.92. 4) All other Terms and Conditions remain unchanged. Discount Terms: HHS NET 30P Appr. Yr.: 2022 CAN: G992101 Object Class: 25102 Period of Performance: 02/13/2022 to 02/26/2022 Add Item 32 as follows:				
32	Continued Emergency Intake Site (EIS) Wrap-Around Services, Enhanced Medical Services, and Case Management Services at 1,500 Staffed Bed Capacity DAILY RATE PER BED: \$436.18 DAILY RATE PER 500 BEDS: \$218,091.61 DAYS: 14 Period of Performance at 1,500 Staffed Bed Capacity - 02/13/2022 @ 12:00 a.m. (EDT) to 02/26/2022 @ 11:59 p.m. (EDT) TOTAL COST: \$3,053,282.50				3,053,282.50

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 10	
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 02/27/2022		4. REQUISITION/PURCHASE REQ. NO. ACF291444	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736 FACILITY CODE				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G992101.25102 Net Increase: \$3,707,557.32					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 This Contract Modification is made pursuant to Federal Acquisition Regulation (FAR) 52.212-4(c), "Changes?". The purpose of Bilateral Contract Modification # P00011 of Contract # 75ACF121P00005 is as follows: 1) Extend the Period of Performance of Continued Emergency Intake Site (EIS) Wrap-Around Services, Enhanced Medical Services, and Case Management Services at 1,500 Staffed Bed Capacity through March 15, 2022. 2) Obligate funds in the amount of \$3,707,557.32 to fully fund the Period of Performance of February 27, 2022 through March 15, 2022. Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANTHONY Q. HAWLEY		
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)		15C. DATE SIGNED 2/26/2022		16B. UNITED STATES OF AMERICA Anthony Q. Hawley -S Digitally signed by Anthony Q. Hawley -S Date: 2022.02.27 15:38:25 -05'00'	
Previous edition unusable		(Signature of Contracting Officer)		16C. DATE SIGNED 02/27/2022	

CONTINUATION SHEET

75ACF121P00005/P00011

2

2

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Incorporate prior Contract Modifications with the Document Number P00008 into the Contract as Contract Modification # P00008A and Contract Modification # P00008B respectively to address inadvertent duplication of Contract Modification Numbers. See additional details related to this action in the attached Continuation Page.</p> <p>4) The total amount of this Contract Modification is \$3,707,557.32. The total obligated value of the Contract is hereby increased from \$546,274,732.42 by \$3,707,557.32 to \$549,982,289.74.</p> <p>Discount Terms: HHS NET 30P</p> <p>Appr. Yr.: 2022 CAN: G992101 Object Class: 25102</p> <p>Period of Performance: 02/27/2022 to 03/15/2022</p> <p>Add Item 33 as follows:</p>				
33	<p>Continued Emergency Intake Site (EIS) Wrap-Around Services, Enhanced Medical Services, and Case Management Services at 1,500 Staffed Bed Capacity</p> <p>DAILY RATE PER BED: \$436.18</p> <p>DAILY RATE PER 500 BEDS: \$218,091.61</p> <p>DAYS: 17</p> <p>Period of Performance at 1,500 Staffed Bed Capacity - 02/27/2022 @ 12:00 a.m. (EDT) to 03/15/2022 @ 11:59 p.m. (EDT)</p> <p>TOTAL COST: \$3,707,557.32</p>				3,707,557.32

Family Endeavors, Inc.
Contract # 75ACF121P00005
Contract Modification # P00011

CONTINUATION PAGE(S)

The following supplemental information is provided to further detail the purpose of Bilateral Contract Modification # P00011:

1. Please see the following enclosures:

- Enclosure (1) – Bilateral Contract Modification # P00008 dated 12/08/2021
 - The purpose of Enclosure (1) was to extend the compliance date under Federal Acquisition Regulation (FAR) Class Deviation 52.223-99 – Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors in Section I of the Contract.
 - Document Number P00008 was generated in GCS's contract writing system for the SF-30 associated with this contract action. The SF30 was signed and executed by the Contractor, Chip Fulghum, and the Contracting Officer (CO), Lakisha E. Brewer on 12/08/2021.
 - This Contract Action **was not** finalized in the contract writing system under Document Number P00008.
- Enclosure (2) – Bilateral Contract Modification # P00008 dated 01/16/2022
 - The purpose of Enclosure (2) was to extend the term of the contract by seven (7) days through January 22, 2022.
 - Contract Line-Item Numbers (CLINs) 27, 28, and 29 were added to the contract and funded in the total amount of \$8,997,010.05.
 - Document Number P00008 was generated in GCS's contract writing system for the SF-30 associated with this contract action. The Document was signed and executed by the Contractor, Chip Fulghum, and the Contracting Officer (CO), Anthony Q. Hawley on 01/16/2022.
 - This Contract Action **was** finalized in the contract writing system under Document Number P00008.
 - Not finalizing Enclosure (1) and finalizing Enclosure (2) in GCS's contract writing system created duplicate Contract Modifications with Document Number P00008.

Therefore, Contract # 75ACF121P00005 is modified to address the duplicate Document Numbers:

1. The following documents are incorporated into Bilateral Contract Modification # P00011 as follows:

- Enclosure (1) – Modification is incorporated as Bilateral Contract Modification # P00008A
- Enclosure (2) – Modification is incorporated as Bilateral Contract Modification # P00008B

2. The Terms and Conditions of Bilateral Contract Modification Numbers P00008A and P00008B are applicable and enforceable. All other Terms and Conditions remain unchanged and in full effect.

[End of Modification P00011]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 12/08/2021	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
		10B. DATED (SEE ITEM 13) 03/16/2021	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 23-7223078

DUNS Number: 118914498

See supplemental page for further detail.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAKISHA E. BREWER	
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6)	15C. DATE SIGNED 12/8/2021	16B. UNITED STATES OF AMERICA Lakisha E. Brewer -S	16C. DATE SIGNED Digitally signed by Lakisha E. Brewer -S Date: 2021.12.08 18:21:18 -05'00'

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121P00005/P00008PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 12/08/2021 to 01/04/2022				

Obtained by America First Legal Foundation through Litigation

Continuation Page – 75ACF121P00005

- A. The purpose of this modification is to extend the compliance date under FAR Class Deviation 52.223-99 – Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors in Section I.

I. Contract Clauses:

FAR Deviation Clause

Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause -
United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

- B. Full contractor compliance must be confirmed to the contracting officer by **January 4, 2022** in accordance with Whitehouse press release dated November 4, 2021 (<https://www.whitehouse.gov/briefing-room/statements-releases/2021/11/04/fact-sheet-biden-administration-announces-details-of-two-major-vaccination-policies/>).

C. All other terms and conditions remain unchanged.

Obtained by America First Legal Foundation through Litigation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

P00008

3. EFFECTIVE DATE

01/16/2022

4. REQUISITION/PURCHASE REQ. NO.

ACF289392

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ACF

7. ADMINISTERED BY (If other than Item 6)

CODE

Admin for Children and Families
Administration for Children and Families
MARY E. SWITZER BUILDING
330 C ST., SW
Washington DC 20201

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

FAMILY ENDEAVORS INC 1577736
Attn: CHIP R. FULGHUM
FAMILY ENDEAVORS, INC. 6363 DE
6363 DE ZAVALA RD STE 200
SAN ANTONIO TX 782492104

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
75ACF121P00005

10B. DATED (SEE ITEM 13)

03/16/2021

CODE 1577736

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2022.G992101.25102

Net Increase:

\$8,997,010.05

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c), "Changes"

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 23-7223078

DUNS Number: 118914498

Please see the attached Continuation Page(s) for the purpose of Bilateral Contract
Modification Number P00008 of Contract Number 75ACF121P00005.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

chip Fulghum, COO

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ANTHONY Q. HAWLEY

15B. CONTRACTOR/OFFEROR

(b)(6)

15C. DATE SIGNED

1/15/2022

16B. UNITED STATES OF AMERICA

Anthony Q. Hawley -S Digitally signed by Anthony Q. Hawley -S
Date: 2022.01.15 19:26:04 -05'00'

16C. DATE SIGNED

01/16/2022

(Signature of person authorized to sign)

(Signature of Contracting Officer)

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF121P00005/P00008

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Appr. Yr.: 2022 CAN: G992101 Object Class: 25102 Period of Performance: 01/16/2022 to 01/22/2022 Add Item 27 as follows:				
27	Emergency Intake Site (EIS) - Wrap Around Services Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$7,914,181.86 Add Item 28 as follows:				7,914,181.86
28	Emergency Intake Site (EIS) - Wrap Around Services (Enhanced Medical) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$262,874.38 Add Item 29 as follows:				262,874.38
29	Emergency Intake Site (EIS) - Wrap Around Services (Case Management) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$819,953.81				819,953.81

Family Endeavors, Inc.
Contract # 75ACF121P00005
Contract Modification # P00008

Continuation Page(s)

This Contract Modification is made pursuant to Federal Acquisition Regulation (FAR) 52.212-4(c), "Changes". The purpose of Bilateral Contract Modification # P00008 of Contract # 75ACF121P00005 is as follows:

1. Extend the term of the contract by seven (7) days through January 22, 2022.
2. Change the Contracting Officer's Representative.

Therefore, Contract # 75ACF121P00005 is modified accordingly:

3. The term of the contract is hereby extended by seven (7) days through January 22, 2022.
4. Contract Line Items (CLINs) 27, 28, and 29 are hereby added to the contract and funded in the total amount of \$8,997,010.05 as set forth in the table below.

CLIN	DESCRIPTION	TYPE	UNIT	QTY	REQUISITION #	TOTAL PRICE (\$)
27	Emergency Intake Site (EIS) - Wrap Around Services Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$7,914,181.86	FFP	EA	1	ACF289392	\$7,914,181.86
28	Emergency Intake Site (EIS) - Wrap Around Services (Enhanced Medical) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$262,874.38	FFP	EA	1	ACF289392	\$262,874.38
29	Emergency Intake Site (EIS) - Wrap Around Services (Case Management) Period of Performance: 01/16/2022 @ 12:00 a.m. (EDT) to 01/22/2022 @ 11:59 p.m. (EDT) Total Cost: \$819,953.81	FFP	EA	1	ACF289392	\$819,953.81
Total Aggregate Value						\$8,997,010.05

5. The Contracting Officer's Representative is hereby changed from April Martin to the following individual:

- **Name:** Tennille C. Coombs
- **Title:** Contracting Officer's Representative (COR) | FAC-COR Level III
- **Email:** Tennille.Coombs@cms.hhs.gov
- **Phone Number:** 410-786-3472

6. The total obligated value of the contract is hereby increased from \$593,970,904.97 by \$8,997,010.05 to \$602,967,915.02.

7. All other Terms and Conditions remain unchanged and in full effect.

[End of Modification P00008]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO. P00012		3. EFFECTIVE DATE 03/16/2022		4. REQUISITION/PURCHASE REQ. NO. ACF292157	
6. ISSUED BY CODE Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		7. ADMINISTERED BY (If other than Item 6) ACF		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736 FACILITY CODE				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G992113.25102 Net Increase: \$56,557,985.64					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes (Nov 2021)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 The purpose of this modification is to 1) Extend the period of performance for 1000 Staffing Bed Capacity, 500 Staffing Bed Capacity and Facility use; 2) Obligate and fund the extension; and 3) change the Contracting Officer. Accordingly, the contract is changed as follows: 1. Pursuant to FAR. 212-4 (c), "Changes" (Nov 2021), the Period of Performance for 1000 Staffing Bed Capacity, 500 Staffing Bed Capacity and Facility use is now extended through April 15, 2022. Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL D. BROWN		
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6)		15C. DATE SIGNED 3/15/2022		16B. UNITED STATES OF AMERICA Paul D. Brown -S (Signature of Contracting Officer)	
15D. DATE SIGNED		16C. DATE SIGNED			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121P00005/P00012PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Funding in the amount of \$56,557,985.64 is now obligated to fully fund the period of performance of March 16, 2022 through April 15, 2022. The total obligated amount of this contract is now increased from \$587,989,649.67 by \$56,557,985.64 to \$644,547,680.31.</p> <p>Contract Value - \$650,528,890.61</p> <p>3. The Contracting Officer is now changed from Anthony Hawley to Paul Brown.</p> <p>All other terms and conditions remain unchanged by reason of this modification.</p>				
34	<p>Appr. Yr.: 2022 CAN: G992113 Object Class: 25102</p> <p>Add Item 34 as follows:</p> <p>Wrap Around Services Emergency Intake Site (EIS) for base 1000-bed capacity (PoP 03/16/22 - 04/15/22) - CAN G992113</p> <p>Base Amount - \$29,711,793.01 *Daily Rate: \$29,711,793.01 / 31 days = \$958,444.94</p> <p>Enhanced Medical - \$986,895.35 *Daily Rate: \$986,895.35 / 31 days = \$31,835.33</p> <p>Case Management - \$3,078,309.07 *Daily Rate: \$3,078,309.07 / 31 days = \$99,300.29</p> <p>Continued ...</p>				33,776,997.44

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF121P00005/P00012

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount - \$33,776,997.44				
	Period of Performance at 1,000 Staffed Bed Capacity - 03/16/2022 @ 12:00 a.m. (EDT) to 04/15/2022 @ 11:59 p.m.				
	Period of Performance: 03/16/2022 to 04/15/2022				
	Add Item 35 as follows:				
35	Wrap Around Services Emergency Intake Site (EIS) for 500-bed capacity (PoP 03/16/22 - 04/15/22) - CAN G992113				6,760,839.82
	Base Amount - \$5,947,144.17				
	*Daily Rate: \$5,947,144.17 / 31 days = \$191,843.36				
	Enhanced Medical - \$197,538.03				
	*Daily Rate: \$197,538.03 / 31 days = \$6,372.19				
	Case Management - \$616,157.63				
	*Daily Rate: \$616,157.63 / 31 days = \$19,876.05				
	Total Amount - \$6,760,839.82				
	Period of Performance at 500 Staffed Bed Capacity - 03/16/2022 @ 12:00 a.m. (EDT) to 04/15/2022 @ 11:59 p.m.				
	Period of Performance: 03/16/2022 to 04/15/2022				
	Add Item 36 as follows:				
36	Wrap Around Services Emergency Intake Site (EIS) for Facility Services (PoP 03/16/22 - 04/15/22) CAN G992113				16,020,148.38
	Daily Rate: \$16,020,148.38 / 31 days = \$516,778.98				
	Period of Performance Facility use - 03/16/2022 @ 12:00 a.m. (EDT) to 04/15/2022 @ 11:59 p.m.				
	Period of Performance: 03/16/2022 to 04/15/2022				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE 04/12/2022		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1577736		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$30,582,382.90	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes (Nov 2021)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 23-7223078 DUNS Number: 118914498 The purpose of this modification is to 1) add and fund an additional 500 UC Staffing Beds; 2) extend the current period of performance; and 3) fund the extension. Accordingly, the contract is changed as follows: 1. Pursuant to FAR. 212-4 (c), "Changes" (Nov 2021), 500 additional UC Beds are now added, increasing the total amount of UC Staffing beds from 1,500 beds to 2,000 beds. 2. Funding in the amount of \$872,360.00 is now obligated to fully fund the period of Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL D. BROWN			
15B. CONTRACTOR/OFFEROR (b)(6)		15C. DATE SIGNED 4/13/2022		16B. UNITED STATES OF AMERICA Paul D. Brown -S Digitally signed by Paul D. Brown -S Date: 2022.04.14 09:38:43 -0400	
(Sig)		(Signature of Contracting Officer)		16C. DATE SIGNED	

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>performance of April 12, 2022 through April 15, 2022. The total obligated amount of this contract is now increased from \$644,547,680.31 by \$872,360.00 to \$645,420,040.31.</p> <p>3. Pursuant to FAR. 212-4 (c), "Changes" (Nov 2021), the period of performance for the 2,000 Staffed Beds is now extended fourteen (14) days to April 16, 2022 through April 29, 2022.</p> <p>4. Funding in the amount of \$29,710,022.90 is now fully obligated for the extension. The total obligated amount is now increased from \$645,420,040.31 by \$29,710,022.90 to \$675,130,063.21</p> <p>Contract Value - \$680,238,913.51</p> <p>All other terms and conditions remain unchanged by reason of this modification.</p> <p>Add Item 37 as follows:</p> <p>37 CLIN 37 for Wrap Around Services Emergency Intake Site Wrap Around Services Enhanced Medical Services and Case Management Services at 2,000 Staffed Bed Capacity Requisition No: ACF293136</p> <p>Accounting Info: 2022.G99UPR2.25102 Appr. Yr.: 2022 CAN: G99UPR2 Object Class: 25102 Continued ...</p>				872,360.00

CONTINUATION SHEET

75ACF121P00005/P00013

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NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
38	<p>Funded: \$872,360.00 Period of Performance: 04/12/2022 to 04/15/2022</p> <p>Add Item 38 as follows:</p> <p>CLIN 38 for Wrap Around Services Emergency Intake Site Wrap Around Services, Enhanced Medical Services, and Case Management Services at 2,000 Staffed Bed Capacity (G992113)</p> <p>Period of Performance: 4/16/2022 - 4/29/2022 Requisition No: ACF293863</p> <p>Accounting Info: 2022.G992113.25102 Appr. Yr.: 2022 CAN: G992113 Object Class: 25102 Funded: \$29,710,022.90 Period of Performance: 04/16/2022 to 04/29/2022</p>				29,710,022.90

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. ACF294649	
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 782492104		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121P00005	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1577736		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.G992113.25102		Net Increase:		\$32,680,684.11	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes (Nov 2021)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Tax ID Number: 23-7223078					
DUNS Number: 118914498					
The purpose of this modification is to 1) extend the current period of performance; and 2) fund the extension. Accordingly, the contract is changed as follows:					
1. Pursuant to FAR 52.212-4 (c), "Changes" (Nov 2021), the period of performance is now extended sixteen (16) days to April 30, 2022 through May 15, 2022.					
2. Funding in the amount of \$32,680,684.11 is now obligated to fully fund the period of performance of April 30, 2022 through May 15, 2022. The total obligated amount of this Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Chip Fulghum, COO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL D. BROWN		
15B. CONTRACTOR/OFFEROR (b)(6)		15C. DATE SIGNED 4/29/2022		16B. UNITED STATES OF AMERICA Paul D. Brown -S Digitally signed by Paul D. Brown -S Date: 2022.04.29 12:56:30 -04'00'	
(Authorized person authorized to sign)		(Signature of Contracting Officer)			

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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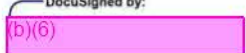
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NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>contract is now increased from \$675,130,063.21 by \$32,680,684.11 to \$707,810,747.32</p> <p>Contract Value - \$712,919,597.62</p> <p>*An Advanced Agreement per FAR 31.109 was executed by the parties on April 27, 2022 in anticipation of this modification and to avoid any lapse in services*</p> <p>All other terms and conditions remain unchanged by reason of this modification.</p> <p>Appr. Yr.: 2022 CAN: G992113 Object Class: 25102</p> <p>Add Item 39 as follows:</p> <p>CLIN 39 for Wrap Around Services Emergency Intake Site Wrap Around Services, Enhanced Medical Services, and Case Management Services at 2,000 Staffed Bed Capacity - 16 day extension</p> <p>Period of Performance: 04/30/2022 to 05/15/2022</p>				32,680,684.11

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER ACF295435		PAGE OF 1 316	
2. CONTRACT NO. 75ACF122C00016		3. AWARD/ EFFECTIVE DATE 05/16/2022		4. ORDER NUMBER		5. SOLICITATION NUMBER RFP # 75ACF122R00017	
6. SOLICITATION ISSUE DATE 05/06/2022		7. FOR SOLICITATION INFORMATION CALL: 					
a. NAME Anthony Q. Hawley anthony.hawley@acf.hhs.gov		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 05/08/2022 12:00 p.m. (EDT)			
9. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)			
				NAICS: 624110 SIZE STANDARD: \$12.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS HHS NET 30P		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Multiple Destinations		CODE		16. ADMINISTERED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201		CODE ACF	
17a. CONTRACTOR/ OFFEROR FAMILY ENDEAVORS INC 1577736 Attn: CHIP R. FULGHUM FAMILY ENDEAVORS, INC. 6363 DE ZAVALA RD STE 200 SAN ANTONIO TX 78249		CODE 1577736 FACILITY CODE		18a. PAYMENT WILL BE MADE BY PSC Program Support Center 7700 Wisconsin Ave Bethesda MD 20814		CODE PSC	
TELEPHONE NO. 210-431-6466							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 23-7223078 CAGE/NCAGE: 52LR2 UEI: PC1AM3TAQXD8 PROGRAM DEPARTMENT: U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) PROGRAM NEED: Influx Care Facility (ICF) Site in Pecos, TX Appr. Yr.: 2022 CAN: G99UPR2 Object Class: 25102 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 2022.G99UPR2.25102						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,370,668,215.12	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: 75ACF122R00017 OFFER DATED 05/08/2022. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL CLINS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR DocuSigned by:  (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Anthony Q. Hawley - S Digitally signed by Anthony Q. Hawley - S Date: 2022.06.24 05:02:58 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) President & COO		30c. DATE SIGNED 6/23/2022		31b. NAME OF CONTRACTING OFFICER (Type or print) ANTHONY Q. HAWLEY Warrant Number: HHS-ACF-GCS-2021-05		31c. DATE SIGNED 06/24/2022	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	CLIN 0001 Influx Care Facility (ICF) Buildings and Campus Readiness (Pecos, TX) * BASE PERIOD OF PERFORMANCE * Section 2.7 - Site Preparation and Deployment of the Performance Work Statement (PWS) includes the following deliverables: * PHASE I - Site Preparation includes the preparation of existing buildings on the site, erection, and placement of temporary structures if required, debris removal, ingress/egress identification, lighting requirements, local and county permitting requirements, and fire and safety regulations needed to make site operable for Unaccompanied Children (UC) occupancy in alignment with ORR policy and Child Welfare League of America Child Welfare Best Practice Standards. Site preparation shall incorporate all shelter requirements (e.g., housing, medical, dining, administration, security, education, recreation, laundry, etc.) identified by ORR policy as provision for all required services. * PHASE II - Placement of Unaccompanied Children (UC) at the site will be at the discretion of the Federal Government/ORR. Placement of UC will commence upon satisfactory completion of site preparation, but no later than eight (8) weeks post-award. Placement of UC Continued ...				267,168,029.40

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF122C00016

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	will be in increments of 500 with the first placement four (4) weeks post-award. The additional 500 UC will be available for placing four (4) weeks later. Obligated Amount: \$267,168,029.40 Delivery: 05/15/2023 Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington DC 20201 US Amount: \$267,168,029.40				
0002	CLIN 0002 Facility Lease Costs for Warm Status to 3,000 Beds * BASE PERIOD OF PERFORMANCE * Period of Performance - 05/16/2022 to 05/15/2023 * Monthly Cost - \$22,679,009.70 * Invoicing Procedures - Lease Costs to be invoiced monthly in arrears at \$22,679,009.70 per month for the Period of Performance of 05/16/2022 to 05/15/2023 Obligated Amount: \$272,148,116.39 Delivery: 05/15/2023 Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington DC 20201 US Amount: \$272,148,116.39				272,148,116.39
0003	CLIN 0003 Ramp-Up for Direct Care Support Services * BASE PERIOD OF PERFORMANCE * Period of Performance - 05/16/2022 to 08/15/2022 Obligated Amount: \$0.00 Delivery: 08/15/2022 Delivery Location Code: ACF ACF Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF122C00016

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Administration for Children and Fam 330 C Street, SW Washington DC 20201 US Amount: \$0.00				
0004	CLIN 0004 Staffed Bed Capacity * BASE PERIOD OF PERFORMANCE * Period of Performance - 05/16/2022 to 08/15/2022 * Band 4 - 1501 - 2000 Beds * Period of Performance Daily Rate: \$2,672,808.73 Obligated Amount: \$245,898,403.11 Delivery: 08/15/2022 Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington DC 20201 US Amount: \$245,898,403.11				245,898,403.11
1001	CLIN 1001 Ramp-Up for Direct Care Support Services * OPTION PERIOD #1 * Period of Performance - 08/16/2022 to 11/15/2022 * Total Amount: \$0.00 (Option Line Item)				0.00
1002	CLIN 1002 Staffed Bed Capacity * OPTION PERIOD #1 * Period of Performance - 08/16/2022 to 11/15/2022 * Band 4 - 1501 - 2000 Beds * Period of Performance Daily Rate: \$2,672,808.73 * Total Amount: \$245,898,403.11 (Option Line Item)				\$245,898,403.11
2001	CLIN 2001 Ramp-Up for Direct Care Support Services * OPTION PERIOD #2 * Period of Performance - 11/16/2022 to 02/15/2023 * Total Amount: \$0.00 (Option Line Item)				0.00
2002	CLIN 2002 Staffed Bed Capacity * OPTION PERIOD #2 * Period of Performance - 11/16/2022 to 02/15/2023 * Band 4 - 1501 - 2000 Beds * Period of Performance Daily Rate: \$2,672,808.73 * Total Amount: \$245,898,403.11 (Option Line Item) Continued ...				\$245,898,403.11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75ACF122C00016

NAME OF OFFEROR OR CONTRACTOR

FAMILY ENDEAVORS INC 1577736

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001	CLIN 3001 Ramp-Up for Direct Care Support Services * OPTION PERIOD #3 * Period of Performance - 02/16/2023 to 05/15/2023 * Total Amount: \$0.00 (Option Line Item)				0.00
3002	CLIN 3002 Staffed Bed Capacity * OPTION PERIOD #3 * Period of Performance - 02/16/2023 to 05/15/2023 * Band 1 - 500 Beds * Period of Performance Daily Rate: \$1,018,009.35 * Total Amount: \$93,656,860.00 (Option Line Item)				\$93,656,860.00

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SECTION B: CONTRACT ADMINISTRATION

B – ADMINISTRATION

All Contract Administration matters shall be handled by the following:

CONTRACTOR:

Family Endeavors, Inc.
6363 De Zavala Road
San Antonio, TX 78249

GOVERNMENT:

Contracting Officer (CO)
Department of Health and Human Services (HHS)
Administration for Children and Families (ACF)
Office of Government Contracting Services (GCS)

B.1 INVOICING INSTRUCTIONS

The Contractor shall follow HHSAR Clause 352.232-71 Electronic Submission of Payment Requests (February 2022).

(a) *Definitions.* As used in this clause—

(1) “*Payment Request*” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)

1. GOVERNMENT HOLIDAYS:

Holidays observed by the Federal Government:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Inauguration Day	Federal Employees in the Washington, D.C. area are entitled to a Holiday on the day a President is inaugurated, January 20th for each fourth year after 1965.
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th

Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

Obtained by America First Legal Foundation through Litigation

B.2 PERFORMANCE WORK STATEMENT (PWS)

PROJECT TITLE: Influx Care Facility (ICF) Site in Pecos, Texas

DEPARTMENT: U.S. Department of Health and Human Services (HHS)
Administration for Children and Families (ACF)
Office of Refugee Resettlement (ORR)

1. GENERAL INFORMATION

1.1 Background

The U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) is responsible for the care and placement of Unaccompanied Children (UC) transferred from the Department of Homeland Security (DHS). In accordance with the Homeland Security Act of 2002 and the Trafficking Victim Protection Reauthorization Act (TVPRA) of 2008, ORR is responsible for providing care and custody of all UC who have been referred by DHS within seventy-two (72) hours of apprehension. ORR has worked to increase permanent bed capacity in State-Licensed Care Facilities to align with increased referrals year over year since the passage of the TVPRA. Unfortunately, due to shifting and unpredictable patterns of migration, ORR has experienced several periods when UC referrals far exceed available bedspace capacity leading to significant and lengthy backups along the Southwest Border of the United States (U.S.). This includes an historic increase in Fiscal Year (FY) 2021 when ORR received over 100,000 UC referrals in less than six (6) months posing significant child safety hazards. To better prepare for future surges, ORR has a need for Influx Care Facility (ICF) Sites across the country to augment its permanent bed capacity. These ICF Sites allow ORR to accept referrals from U.S. Border Patrol more expeditiously and limit the time UC spends in the Border Patrol Facility.

1.2 Purpose

The purpose of this Performance Work Statement (PWS) is to specify ORR's requirements for the provision and operation of the ICF Site in Pecos, TX. Under this PWS, the Contractor(s) shall provide:

- a) Facilities and Infrastructure necessary to safely house UC at the ICF Site in Pecos, TX.
- b) Direct Care of UC including all personnel, services, and resources necessary to provide for the care and supervision of UC housed at the ICF Site in Pecos, TX.

Prime Contractor capabilities, experience, subcontractor base, community network, and expertise related to the provision of safe and appropriate care and support of UC, and/or similarly situated at-risk minor populations are critical to the success of this effort.

1.3 Policy and Reference Documents

ICF operations shall be in accordance with the following:

- ORR Policy Guide, Children entering the United States Unaccompanied: <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied>
- Policy for Influx Care Facilities (See Section 7 of ORR Policy Guide referenced in Section 1.3.1.1 above): <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-7#7.1>
- ORR Field Guidance containing updates to ICF standards: <https://www.acf.hhs.gov/orr/policy-guidance/uc-program-field-guidance>
- ORR Key Documents: <https://www.acf.hhs.gov/orr/policy-guidance/unaccompanied-children-program>
- The Contractor shall comply with ORR Policy related to preventing, detecting, and responding to sexual abuse and harassment in accordance with ORR's Zero Tolerance Policy (See Section 4.5.3 of ORR Policy Guide referenced in Section 1.3.1.1 above): <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-4>).
- UC Manual and Procedures (UC MAP) provides procedures that operationalize ORR policy. The UC MAP is accessed through ORR's online case management system which will become available for Contractor access after award.

Performance Requirements are based upon policy, regulations, and guidelines. The Contractor is responsible for staying up to date with policy and regulatory changes and should adapt to the evolving nature of the working environment. The Contractor shall notify the Contracting Officer's Representative (COR) in the event of any significant discrepancies.

1.4 Type of Contract

The Federal Government intends to award a Firm-Fixed-Price (FFP) Contract Type in accordance with (IAW) Federal Acquisition Regulation (FAR) 16.202 for this requirement.

1.5 Period of Performance

The Period of Performance for this requirement entails a Base Period of three (3) months with three (3), three (3) month Option Periods. Federal Acquisition Regulation (FAR) 52.217-8, Option to Extend Services, will be included in the Contract and shall not exceed one hundred and eighty (180) Calendar Days.

1.6 Place of Performance

Contractors are expected to primarily work on-site at the ICF in Pecos, Texas unless instructed to work at a different location. The place of performance for the staffing/planning phase will be at the Contractor's site. The Contractor shall provide the site, staff, facilities, and infrastructure at the predetermined location in Pecos, Texas that meets the requirements described in Section 2, Site, Facilities, and Infrastructure. Total capacity for the ICF Site shall accommodate between Warm Status and 3,000 UC in increments of 500 UC. The population may vary due to changes in the overall UC population across the program. The Contractor shall have the capability to adapt to changing conditions. When the UC census increases, the Contractor shall accommodate the census by increasing Staff and Support Services. When the census decreases, the Contractor shall have the ability to scale back staffing and services down to Warm Status.

1.7 Overview of Required Services (Flores and Adherence to ORR Policy)

The Contractor shall provide and operate an ICF Site and provide all services, resources, equipment, and staff necessary for operations. The scope of services under this effort includes providing the care, housing, and supervision of UC ranging from 13 to 17 years of age in ORR custody until such time as the UC can be released to an ORR approved and vetted sponsor, the UC is transferred to another ORR facility, or the UC is transferred as directed by the Government.

The ICF Site shall comply with all applicable state child welfare laws and regulations and all state and local building, fire, health, and safety codes. ICF Site must deliver services in a manner that is sensitive to the age, culture, native language, and needs of each UC. Under the terms of the *Flores* Settlement Agreement (FSA), the ICF Site must provide or arrange for the following services for each UC:

- Proper physical care and maintenance, including suitable living accommodations, food, appropriate clothing, and personal grooming items.
- Appropriate routine medical and dental care, family planning services, including pregnancy tests and comprehensive information about and access to medical reproductive health services and emergency contraception, and emergency health care services; a complete medical examination (including screenings for infectious diseases) within 48 hours of admission, excluding weekends and holidays, unless the UC was recently examined at another ORR care provider facility; appropriate immunizations as recommended by the Advisory Committee on Immunization Practices' Child and Adolescent Immunization Schedule and approved by HHS' Centers for Disease Control and Prevention; administration of prescribed medication and special diets; appropriate mental health interventions when necessary.
- An individualized needs assessment, which includes the various initial intake forms, collection of essential data relating to the identification and history of the child and his or her family; identification of the UC's special needs including any specific problems which appear to require immediate intervention, an educational assessment and plan, and an assessment of family relationships and interaction with adults, peers and authority figures; a statement of religious preference and practice; an assessment of the UC's personal goals, strengths and weaknesses; identifying information regarding immediate family members, other relatives, godparents or friends who may be residing in the United States and may be able to assist in connecting the child with family members.
- Educational services appropriate to the UC's level of development and communication skills in a structured classroom setting Monday through Friday, which concentrates primarily on the development of basic academic competencies, and secondarily on English Language Training. The educational program shall include instruction and educational and other reading materials in such languages as needed. Basic academic areas should include Science, Social Studies, Math, Reading, Writing and Physical Education. The program must provide UC with appropriate reading materials in languages other than English for use during leisure time.
- Activities according to a recreation and leisure time plan that include daily outdoor activity — weather permitting — with at least one hour per day of large muscle activity and one hour per day of structured leisure time activities (that should not include time spent watching television). Activities should be increased to a total of three hours on days when school is not in session.
- At least one individual counseling session per week conducted by trained social work staff with the specific objective of reviewing the child's progress, establishing new short- term objectives, and addressing both the developmental and crisis-related needs of each child.
- Group counseling sessions at least twice a week. Sessions are usually informal and take place with all UC present. The sessions give new children the opportunity to get acquainted with staff, other children, and the rules of the program. It is an open forum where everyone gets a chance to speak. Daily program management is discussed, and decisions are made about recreational and other activities. The sessions allow staff and unaccompanied alien children to discuss whatever is on their minds and to resolve problems.
- Acculturation and adaptation services, which include information regarding the development of social and interpersonal skills which contribute to those abilities necessary to live independently and responsibly.
- A comprehensive orientation regarding program intent, services, rules (written and verbal), expectations, and the availability of legal assistance.
- Whenever possible, access to religious services of the child's choice.
- Visitation and contact with family members (regardless of their immigration status), which is structured to encourage such visitation. The staff must respect the child's privacy while reasonably preventing the unauthorized release of the UC.
- A reasonable right to privacy, which includes the right to wear his or her own clothes when available, retain a private space in the residential facility, group or foster home for the storage of personal belongings, talk privately on the phone and visit privately with guests, as permitted by the house rules and regulations, receive and send uncensored mail unless there is a reasonable belief that the mail contains contraband.

- Services designed to identify relatives in the United States as well as in foreign countries and assistance in obtaining legal guardianship when necessary for the release of the unaccompanied alien child.
- Legal services information, including the availability of free legal assistance, the right to be represented by counsel at no expense to the government, the right to a removal hearing before an immigration judge, the right to apply for asylum or to request voluntary departure in lieu of deportation. This information is included in the [Legal Resource Guide for \[Unaccompanied Children\]](#).
- The contractor's service delivery is to be accomplished in a manner which is sensitive to the age, culture, native language and the complex needs of each minor.
- The contract's program rules and discipline standards shall be formulated with consideration for the range of ages and maturity in the program and shall be culturally sensitive to the needs of children. Children shall not be subjected to corporal punishment, humiliation, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping. Any sanctions employed shall not: (1) adversely affect either a minor's health, or physical or psychological well-being; or (2) deny minors regular meals, sufficient sleep, exercise, medical care, correspondence privileges, or legal assistance.
- At least five hours of structured activities per day, to include educational services and recreational activities.
- Health care service requirements that meet ORR policy requirements. See, ORR Policy Guide, section 3.4 and 7.5.2.
- The Contractor will maintain sufficient personnel, supplies, housing, medical, medication, and services necessary to always accommodate the minimum and maximum staffed capacity as determined by ORR. For the site at Pecos, Texas, this will range between Warm Status and 3,000 UC.
- The Contractor shall maintain and operate UC housing areas in a manner that promotes child safety and that adheres to child welfare practices. The Contractor will provide sufficient staffing, in accordance with ORR mandated ratios, and provide line of sight supervision of UC (both waking and sleeping hours). While the use of bunk beds is authorized, their use shall be employed only as needed to accommodate greater numbers of children and not impede the ability of staff to maintain a line of sight of UC.
- The Contractor shall use staffing plans (including the use of standing posts and deploying staff beyond minimum ratios) when the facility design/layout may make the direct line of sight supervision challenging. The Contractor shall make recommendations for housing UC in a manner that achieves these goals for approval by COR. In addition, the Contractor is encouraged to conduct outreach and partner with local non-governmental and community-based organizations to the greatest extent possible.
- The Contractor shall house UC in compliance with ORR Policy according to an assessment of the youth's gender identity and housing preference, health and safety needs, and State and Local licensing standards. See ORR Policy Guide, section 3.5.4.
- For the purposes of this Contract, "area" is defined as a separate residential housing unit where sight and sound separation are maintained. The Contractor shall abide by all ORR mandated staffing ratios, as detailed in ORR Policy Guide, Children Entering the United States Unaccompanied, <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-7> as of the date of execution of this Contract. The Contractor is responsible for monitoring the ORR regulations for updates and shall ensure compliance at all times.
- The Contractor shall provide all staffing necessary to accommodate the ORR-stated capacity of the ICF Site, taking into consideration demographics of the UC, as well as the medical status of the UC.
- At all times, the Contractor shall maintain and operate the ICF Site in a manner that promotes child safety and that adheres to child welfare practices, as mandated in ORR policy.

- The Contractor shall use creative solutions to maintain a line-of-sight supervision while physically segmenting children into smaller groups, including but not limited to temporary partitions and other devices approved by the COR prior to implementation. As part of the services provided by the Contractor under the terms of the Contract, and with the approval of the COR, the Contractor is encouraged to bring in services from the community to support UC programs, such as visits from local organizations, cultural activities, and sports/recreation organizations. Costs for these services shall not be passed on to the Government without the explicit pre-approval of the Contracting Officer (CO), in writing.

1.8 Staffing

Staffing shall be provided based on staff to child ratios established for ICF Sites identified in Children Entering the United States Unaccompanied Section 7.7. The Contractor's Staffing Model shall be flexible and able to accommodate both expansion and contraction of staff commensurate with the capacity limits directed by ORR. The Contractor shall develop staff recruitment and retention strategies and models that minimize the time necessary to meet the capacity levels directed by ORR including meeting mandatory ORR staffing ratios and adhering to ORR background check requirements. The Contractor is encouraged to recruit and maintain a labor pool of individuals who have a current Public Trust Background Check completed by a Federal Agency. The use of teaming arrangements and partnerships with non-profit organizations, local organizations and businesses, social service organizations, and other entities with broad experience serving unaccompanied children, migrant populations, and other similarly situated populations is strongly encouraged.

Background Investigation

The Contractor is required to meet ORR background check standards, in compliance with ORR Field Guidance #13 (originally published April 30, 2021), Paragraph 5(b), as applicable. Only EIS federal personnel, or personnel who have been cleared through a fingerprint-based, federal background check, are permitted to supervise direct care staff. Staff and volunteers who provide direct care must pass public record criminal background checks for deployment at EIS. ORR will ensure receipt of background checks required of influx care facilities for EIS staff within 30 days of an EIS opening. Staff and volunteers who provide direct care may not have unsupervised contact with unaccompanied children until all background checks have been completed. ORR may waive or modify background check requirements on a facility-to-facility basis. Any request for waiver from any background check requirement must be made in writing to the ORR COR, and consideration of a waiver or conditional waiver is solely within the discretion of ORR.

Additionally, in accordance with OMB Memorandum M-05-24, federal agencies must have verified and/or completed background investigations for contractors who require access to HHS information, IT systems, other than occasional or intermittent access to HHS-controlled facilities, or any combination of these three. To gain the required access and successful award, the contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in:

HHS Information Security Program Policy <http://www.hhs.gov/read/irmpolicy/121504.html> HHS Continued Implementation for the HSPD-12 Program, dated January 13, 2017 OPM Final Credentialing Standard, dated June 2008 OMB M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors Executive Order 13467

The minimum Government investigation is a HSPD-12 PIV Credential Tier 1 (National Agency Check and Inquiries--NACI), which consists of searches of records covering specific areas of a person's background during the past five years. However, Contractors supporting ORR shelter operations including licensed facilities, Emergency Intake Sites, Influx Care Facilities, including those Contractors providing operations support to these facilities (i.e., all Contractor staff who have access to children) must achieve a HSPD-12 PIV Credential Tier 2 (Minimum Background Investigation--MBI) Moderate Risk Public Trust. HHS will process HSPD-12 PIV background investigations for all Contractor staff and the ORR COR will provide

instructions for completing this process. All costs will be borne by HHS; however, Contractor's staff will need to submit fingerprints, complete various forms, and participate in interviews with investigators, as applicable.

Contractors should ensure the employees whose names they submit have a reasonable chance for access approval. In some cases, employees with existing background investigations commensurate with sensitivity designations will expedite performance. This requirement applies to all subcontractors supporting ORR programs. The Contractor is responsible for the custody and control of all forms of HSPD-12 Credentials issued by HHS to Contractor employees, including all subcontractor employees. The Contractor shall immediately notify the Program Manager when a Contractor or subcontractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. The Contractor shall also ensure that Contractor or subcontractor employees comply with HHS requirements concerning the renewal, loss, theft, or damage of an ID card. Failure to comply with the requirements for custody and control of HHS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to HHS facilities, sensitive information, information systems or other HHS resources.

1.9 Staffed Bed Capacity and Ramp Up/Ramp Down Notices

ORR uses ICF sites on a temporary basis when its permanent network of shelter beds is full. Therefore, ICFs are intended to be in operation for a designated period of time and on an as-needed basis. The population size (also referred to as census) at this ICF Site may vary. The Contractor must have the capability to adapt to changing conditions. When the census is increasing, the Contractor must accommodate by increasing staff and support services and decreasing staff and support services when referrals decrease. As such, at the request of the Federal Government, the Contractor shall adjust Staffed Bed Capacity to effectively meet the Government's requirement.

1.10 Fully Operational Status

An ICF Site in Fully Operational Status means the site is fully staffed for a determined bed capacity. For an ICF Site in Fully Operational Status, the Contractor shall maintain sufficient personnel, supplies, housing, and services necessary to always accommodate the minimum staffed capacity as determined by ORR. The capacity for this ICF Site is **500 to 3,000 Staffed Bed Capacity for UC aged 13 to 17 years old**. Fully Operational Status must be achieved within twelve (12) weeks of Contract Award.

1.11 Warm Status

Warm Status means an ICF Site has scaled down to zero (0) UCs on site, but the Contractor must be fully prepared to reactivate the operations to accept up to 500 children at the ICF Site within two (2) weeks of written notification by the Contracting Officer (CO). Warm status refers to maintaining standing facilities in good working order (e.g., maintaining critical infrastructure) to accommodate an increase of staffed capacity upon direction by the COR or CO. Examples of achieving Warm Status include, but are not limited to, rearranging the footprint, or repurposing existing structures for other ORR-mission activities and/or temporarily taking HVAC and other relevant systems offline (if not required for ORR activities), etc. The Contractor shall maintain personnel sufficient to 1) Maintain Warm Status, 2) Plan for Ramp-Up, and 3) Transition from Warm Status to fully operational within two (2) weeks.

At the request of the Federal Government, the Contractor shall ramp-up or ramp-down Staffed Bed Capacity in increments of 500 in the following manner:

RAMP-UP:

BASE STAFFED BED CAPACITY	RAMP-UP INCREMENT	NEW STAFFED BED CAPACITY
WARM STATUS	500	500
500	500	1,000
1,000	500	1,500
1,500	500	2,000
2,000	500	2,500
2,500	500	3,000

RAMP-DOWN:

BASE STAFFED BED CAPACITY	RAMP-DOWN INCREMENT	NEW STAFFED BED CAPACITY
3,000	500	2,500
2,500	500	2,000
2,000	500	1,500
1,500	500	1,000
1,000	500	500
500	500	WARM STATUS

The defined requirements under this Contract shall be measured in terms of Beds of Capacity and Staffed Beds. Beds of Capacity means the beds are onsite, but the staffing and services will require a ramp-up to be fully useful and considered into Staffed Beds. Staffed Beds means the staffing and services as required in the Contract are readily available for immediate occupation of a UC in a bed. The transition from Beds of Capacity to Staffed Beds will be at the Government's request via Contract Modification.

RAMP-UP/RAMP-DOWN NOTICES:

NOTICES: The CO shall provide ramp-up and ramp-down notices in writing to the Contractor. A Contract Modification will be executed (by a warranted Contracting Officer) and the funds associated with the ramp-up or ramp-down requirement shall be added to the Contract. Fund totals/obligation amounts shall be based on the date that the ramp-up or ramp-down time-period ends.

RAMP-UP: The CO shall provide the Contractor with a **fourteen (14) day notice** in writing when a ramp-up requirement is identified. Once a ramp-up notice is given, the Contractor will stay at the notified minimum number of beds for at least four (4) weeks. Additional bed capacity can be added during those four weeks. With each additional increment of bed capacity, the four-week timeline re-sets.

RAMP-DOWN: The CO shall provide the Contractor with a **seven (7) day notice** in writing when a ramp-down requirement is identified.

PAYMENT TERMS AND CONDITIONS:

- **RAMP-UP** – Payment shall commence at the end of the ramp-up period. When the Contractor receives a **fourteen (14) day ramp-up notice** in writing, payment shall commence on the fifteenth day going forward when Staffed Bed Capacity is increased.
- **RAMP-DOWN** – Payment shall commence at the end of the ramp-down period. When the Contractor receives a **seven (7) day ramp-down notice** in writing, payment shall occur on the eighth (8) day going forward when Staffed Bed Capacity is reduced.
- **PRICING** – Each Contract Modification issued for a ramp-up or ramp-down notice shall include the Period of Performance associated with the request. To facilitate this structure, the Contractor shall provide pricing at a daily rate for the ramp-up and ramp-down period.

2 FACILITIES AND INFRASTRUCTURE REQUIREMENTS

2.1 General

The Contractor shall provide a site with buildings and infrastructure capable of supporting ICF operations between Warm Status and 3,000 UC and staff (See ORR Policy Guide for specific staff to UC ratios). The buildings shall provide between approximately 250,000 and 400,000 ANSI/BOMA rentable area square feet (RSF) of residential, administration, medical, education, dining hall, facilities support, and indoor and outdoor recreation space.

All buildings/facilities used to house UC must be appropriate for minors and shall be residential in nature. This includes, but is not limited to residential treatment centers, boarding schools, colleges, nursing homes, hotel conference centers, camps, and other facilities with residential accommodation. In addition, properties should have adequate space for centralized foodservice operations, administration, medical, education, and indoor and outdoor recreation. Existing buildings can be supplemented with new construction. Newly constructed facilities, mobile/modular units, and other temporary structures may be used if approved by the COR.

Facility design, including recreational and outdoor areas, shall provide a line of sight for staff to monitor children, and meet the UC to staff ratios detailed in this Contract and ORR Policy.

2.2 Site Locations

The site shall be as follows:

- Within 30 miles of a hospital.
- Within 90 miles of an international airport.
- Evidence that the Government's intended use is permissible by zoning.
- Facility has road access capable of accommodating delivery tractor-trailers and large passenger buses.
- Located away from hazardous materials operations or site contamination.
- Availability of Spanish speaking population in the area.
- Capability of fencing the property so that it can be completely separated from other activities, operations, and general traffic patterns.
- The majority of buildings are outside of the 100/500-year Flood Plain as identified in the most current FEMA flood plain map.
- Located in areas not prone to hurricanes or other extreme weather conditions.
- Location and facilities plan that presents no adverse impacts to listed environmental, historic, or other preservation areas.

2.3 Site Requirements

The site shall provide the following:

- Sufficient outdoor recreation space including but not limited to soccer fields, basketball courts, and volleyball courts to meet Flores large muscle activity standards.
- A minimum of one (1) parking space for every five (5) staff. Parking spaces can be off-site if transportation from off-site parking to the site is provided by the Contractor.
- Utilities: The site shall have electric, domestic water, sewer, and natural gas utilities capable of supporting around-the-clock operations for the anticipated population. The Contractor shall ensure utility system compliance with local jurisdiction law and regulation.
- Provide emergency generators for medical, dormitories, food service, and security operations.

- Provide a minimum of two (2) entrances to the site. One (1) will be able to accommodate deliveries by tractor-trailer trucks and passenger buses transporting children.
- The site shall have an eight (8) foot-high perimeter fence unless waived by the ORR Director.
- The facility must be able to meet and maintain Inter Agency Security Committee Facility Security Level IV requirements.

2.4 Building Requirements

2.4.1 General

- Provide between 250,000 and 400,000 RSF of building space. Population will depend upon available facilities provided by the Contractor. Population is anticipated to be between Warm Status and 3,000 children and up to 3,000 staff.
- Buildings must be rated and equipped for all-season use.
- Occupied buildings shall be provided with heating and cooling systems capable of maintaining temperatures between 65- and 82-degrees Fahrenheit, with humidity control not to exceed 60% relative humidity.
- Mechanical base building systems must be able to support a minimum MERV 14 certified filters or highest filter rating as recommended by the HVAC-unit manufacturer. or MERV 14 certified filters.
- The facility shall comply with the requirements of the local authority having jurisdictions (AHJ) and the required testing and inspections shall be conducted and submitted to the local AHJ for approval.

2.4.2 Residential

- Provide residential housing to accommodate the anticipated UC population.
- Residential housing shall include bedrooms, corridors, bathrooms, child direct care staff areas, and support space.
- Residential housing shall be comprised of multiple bedrooms each able to accommodate between two (2) and eight (8) children.
- The Contractor shall implement strategies and other devices to reduce noise in housing areas to the maximum extent practicable (this may include partitions and other dividers that do not impede line of sight).
- The Contractor shall arrange housing and place beds to ensure line of sight supervision of children.
- Bedroom occupancy shall be no less than fifty (50) SQ of bedroom floor space for every two children who share a room.
- Bedrooms shall have windows that allow natural light.
- Cordless window treatments (blinds/curtains) shall be provided by the Lessor.
- Bedrooms shall be adjacent to bathroom facilities that include toilets, sinks, showers, partitions, paper dispensers, and soap dispensers.
- Bathrooms shall be properly exhausted, with a minimum of ten (10) air changes per hour.
- Bathroom fixtures shall be provided based upon the following:
 - One (1) toilet per eight (8) children
 - One (1) sink per eight (8) children
 - One (1) shower per eight (8) children

2.4.3 Dining Hall | Food Service:

- Provide a dining hall with male and female bathrooms, a commercial kitchen with loading dock, storage, and male and female bathrooms capable of accommodating occupants.
- The dining hall shall be capable of accommodating a minimum of two hundred (200) occupants at one sitting.

- Provide tables and chairs for the dining hall to accommodate a minimum of two hundred (200) occupants.
- Provide a commercial foodservice kitchen with the equipment necessary to support foodservice operations that will feed two hundred (200) occupants per sitting with a capability of conducting three (3) sittings for breakfast, lunch, and dinner each day. This includes all installed equipment that is attached to the building. It does not include utensils, dishes, trays, or other non-attached items. Equipment shall include but not be limited to:
 - Ovens
 - Griddles
 - Fryers
 - Reach-in refrigerators
 - Dish machine
 - Food prep counters and sinks
 - Steam tables
 - Mixers
 - Salad Bar
 - Drink dispensers
 - Walk-in refrigerators
 - Walk-in freezers
 - Dry storage
 - Exhaust hoods with ancillary fire suppression
 - Mop sink
 - Utensil, dishes, trays, and other equipment for preparing and serving meals
 - Food grade washing and sanitation equipment for food surfaces

2.4.4 Education:

- Provide space for classrooms, bathrooms, and education-related space to support educational activities for the UC population six (6) hours per day, five (5) days per week.
- Classroom size shall be based on twenty-four (24) RSF per child and a maximum occupancy of thirty (30) children.
- Provide all necessary equipment for educational activities.

2.4.5 Medical:

- Provide a minimum of 5000 RSF of space for a medical clinic. The space shall include offices, exam rooms, and a waiting area.
- The medical space must have a dedicated HVAC supply that is separately controlled and able to support six (6) air changes per hour.
- Provide medical quarantine and isolation housing adjacent to the medical clinic for the children diagnosed with infectious disease. The quarantine structure must be separate from the isolation structure. The isolation and quarantine structures must hold 10% of the site's capacity.
- Provide medical isolation housing adjacent to the medical clinic to separate individuals with a contagious disease from other occupants.

2.4.6 Indoor Recreation:

- Provide a minimum of ten (10) RSF per child of space for passive and active recreation indoor recreation. This can be a combination of spaces that include large gymnasiums and smaller areas distributed around the site.

2.4.7 Intake:

- Provide space for intake and processing of UC arriving at the ICF Site. The site shall have a waiting area able to accommodate 120 children, space for children to meet with their case managers and clinicians, space for medical processing per program requirements, and storage space for clothing and UC possessions brought to the ICF Site. UC clothing and personal belongings to include but are not limited to electronics, funds, and clothing which must be inventoried during intake, and a receipt is given to the UC and kept in their file.
- Provide a paved bus drop-off area adjacent to the intake building able to accommodate 60-person passenger buses.
- Provide showers to enable children to shower upon admission to the ICF.

2.4.8 Legal Services

- Provide space to accommodate up to sixty (60) children for Know Your Rights Meetings.
- Provide private offices able to accommodate four (4) persons for child/legal staff consultation meetings. Offices shall be based on program requirements for legal engagement and the population of the ICF.

2.4.9 Administration:

- Provide necessary office space for general administration functions.
- Provide necessary office space for case management.
- Provide appropriate space for meetings and UC group counseling sessions.
- Administration functions can be in multiple buildings throughout the site.

2.4.10 Security Command Center:

- Provide a Security Command Center with a video monitor of site CCTV locations. The Command Center shall have the ability to retain footage for at least thirty (30) days and the ability to store and copy incidents needed for investigations.

2.4.11 Emergency Services Facility

- Provide office for emergency services staff and equipment adjacent to the paved area for emergency vehicles.

2.4.12 Warehouse:

- Provide warehouse space necessary for maintenance activities.
- Warehouse can be on the site or offsite.
- The warehouse shall be capable of storing hazardous or flammable chemicals.

2.5 Site Security Requirements

- Provide an 8-foot-high perimeter fence around the site.
- To promote child privacy, provide screening on a fence to block lines of sight into the site where views from outside the site are not obscured.
- Provide Video Surveillances (VSS) coverage of screening checkpoints, exits, and immediate external area, loading docks, lobbies, facility perimeter, parking areas, sensitive interior areas, personnel and vehicle entrances, and other potential access points. Provide VSS coverage of public interior areas of all buildings that are occupied by children. This does not include bedrooms or bathroom areas.
- Conduct active VSS monitoring. Provide alarm activated VSS monitoring. Record VSS views using a digital medium.

- Minimize areas of concealment in and around facilities and the perimeter fence. Establish a clear zone around barriers or fences and restrict landscaping from obstructing views of the security forces, video surveillance (VSS) cameras/interfering with lighting/IDS.
- Install exterior lighting at entrances, exits, parking lots, garages, VSS locations, and walkways from parking areas to entrances, and around building perimeter areas.
- Provide fences, walls, gates, or other barriers to prevent unauthorized access to restricted areas and monitor VSS or security force patrols. Use High-Security Locks, access control, and Intrusion Detection systems.
- Provide vehicle barriers to protect pedestrian entrances from penetration by a vehicle.
- Secure handles, control mechanisms, and service connections at on-site publicly accessible utility locations with locks or other anti-tamper devices. Provide VSS monitoring or periodic security force patrols.
- Randomly screen employee and Contractor vehicles during heightened security alerts. Establish a list of prohibited items, including potential weapons.
- Provide a means to secure employee entrance doors and to verify the identity of persons requesting access prior to allowing entry in the facility by physical or electronic means.

2.6 Temporary Structures

If approved by the CO, the Contractor may provide hard-sided or soft-sided temporary structures to supplement existing buildings on the site. Hard-sided temporary structures may be used for all activities. Soft-sided temporary structures may only be used for kitchen, dining, and recreation activities. The COR shall inspect the units prior to or upon use at the site, and if they do not meet the minimum standards of care specified in the PWS, the Contractor is responsible for replacing the units as soon as reasonably possible.

The Contractor must ensure that the placement of temporary structures is in accordance with fire and safety codes, providing sufficient ingress and egress points in the event of an emergency. The Contractor shall provide all landscaping or preparation services necessary for the installation of the temporary structures, including clearing, leveling, and preparing the grounds for installation. The Contractor shall provide all equipment and supplies necessary to ensure that the temporary structures are functioning as intended.

2.7 Site Preparation and Deployment

The Federal Government and the Contractor may mutually agree to expand the site beyond the current 3,000-bed capacity. If so, within thirty (30) days of notice in writing from the CO, the Contractor must have the ability to prepare the site for a minimum of 500 UC. These timeframes may shift depending on the conditions of the site provided by the Contractor. The Contractor shall provide a plan to scale up the staff and a management plan to meet the staffing requirements for full occupancy. The Government/ORR will accept a phased approach to the tasks to be completed. The following two-phased approach will be implemented to assure site readiness:

- **PHASE I:** Site Preparation includes but is not limited to preparation of existing buildings on the site, erection, and placement of temporary structures if required, debris removal, ingress/egress identification, lighting requirements, local and county permitting requirements, and fire and safety regulations needed to make site operable for UC occupancy in alignment with ORR policy and Child Welfare League of America Child Welfare Best Practice Standards. Site preparation shall incorporate all shelter requirements (e.g., housing, medical dining, administration, security, education, recreation, laundry, etc.) identified by ORR policy as provision for all required services.
- **PHASE II:** Placement of UC – Placement of UC at the site will be at the discretion of the Government/ORR. Placement of UC will commence upon satisfactory completion of site preparation, but no later than eight (8) weeks post-award. Placement of UC will be in increments of

500 UC with the first placement four (4) weeks post-award. The additional 500 UC will be available for placing an additional four (4) weeks later.

The Contractor shall be prepared to scale operations to meet fluctuations in mission requirements. The Contractor shall make a good-faith effort to return any non-damaged, unused, and unopened supplies, materials, or other purchased goods, including any goods that are defective, damaged, or unfit for use, at no cost to the Government. The Contractor shall issue the Government full credit for such returned goods against the amount charged to the Government account by the Contractor. The Contractor shall consider any non-returnable items procured by the Contractor and charged to the Government to be Government property. The Contractor shall dispose of non-returnable items as directed by the COR. In some instances, ORR may direct certain supplies and equipment to be re-directed to other ORR influx or permanent shelters.

3 SUPPLIES, EQUIPMENT, AND PROPERTY

The Contractor shall provide all supplies, equipment, and property to support ICF operations, to include, but not limited to:

- Beds
- Linens
- Tables
- Desks
- Chairs
- Office Furniture
- Workstations
- Partitions
- Computers
- Foodservice Equipment Utensils, Dishes, Trays, and Other Equipment for preparing and serving Meals
- Printers
- Office Supplies
- Phones (Desk and Mobile)
- Routers
- Wireless
- Servers
- Repeaters
- TVs
- Indoor Recreational Equipment
- Outdoor Recreational Equipment
- Emergency Vehicles
- Vehicles for transporting children on and off-site
- Vehicles for transporting staff on and off-site

The Contractor shall be prepared to purchase any additional supplies and equipment not specified in the PWS as directed by the CO. All supplies and equipment purchased on behalf of the Federal Government by the Contractor in support of this requirement shall hereby be determined as Contractor-acquired property to which the Government has title.

3.1 Shower and Toilet Facilities

Toilets, lavatories, and showers shall be provided in residential housing adjacent to bedrooms. Upon approval by the COR, temporary toilets and lavatories may be provided in or near education, administration, food service, recreation buildings, if necessary, to supplement existing bathroom facilities used by children and staff.

The Contractor shall place hand-sanitizing stations and enforce use prior to entry to the dining area in alignment with CDC guidance if an adequate number of sinks are not available.

The Contractor shall ensure that handwashing and/or hand-sanitizing stations are readily available for Contractor personnel and UCs. The Contractor shall ensure that handwashing stations have running hot water and are stocked with soap and paper towels and that hand-sanitizing stations are stocked with hand-sanitizer that is at least 60% alcohol.

3.2 Clothing

The Contractor shall provide seasonal and age-appropriate clothing items and shoes for children between 13 to 17 years old. Clothing types and quantities per child are below (if not waived or modified by ORR):

- T-shirts: 5
- Athletic shorts: 2
- Sweatpants: 2
- Sweatshirts: 2
- Jackets: 1
- Undergarments (Male): at least 5
- Undergarments (Female): at least 5 sets (i.e., underwear and bra)
- Socks: 5
- House shoes: 1
- Athletic shoes: 1
- Duffle Bag: 1

Clothing shall not appear to be institutional in nature and must replicate normal civilian wear found in a typical school setting. The Contractor shall be prepared to purchase any additional size of clothing items not specified in PWS (within reason).

3.3 Hygiene Kits

The Contractor shall provide a gender-appropriate Hygiene Kit for every UC. Products shall be appropriate to meet the gender-specific, ethnic, and cultural needs of each UC. Each hygiene kit shall be replenished as needed per UC usage and include the following (if not waived or modified by ORR):

- Soap: 2
- Toothbrush: 1
- Toothpaste: 2
- Washcloth or hand towel: 2
- Bath towel: 1
- Deodorant: 1
- Comb: 1
- Brush: 1
- Shampoo: 2
- Conditioner: 2
- Tissues: 1
- Feminine hygiene products (2) based on UC preference

NOTE: The Contractor shall purchase razors and personal hand sanitizers, but **SHALL NOT** include them inside the kits. These two (2) items shall be distributed and collected as needed and when appropriate. In addition, to meet specific COVID-19 recommendations, the Contractor shall provide disposable masks for the UC's (1 per day), but the masks shall not be provided in the kits.

3.4 Beds and Bedding

The Contractor shall provide a bed, a pillow, and bed linens for each UC. The beds can be cots or stacked bunk beds depending on spacing allowance(s). If the UCs are provided stacked bunk beds, the Contractor must provide bunks with a sturdy/rigid frame, provide each UC with a minimum 4-inch foam mattress, and the UC must be able to sit upon the mattress without obstruction. The layout of housing areas shall not obscure the line-of-sight supervision of UC.

The Contractor must provide bed linens to accommodate the approved maximum for UCs at the site. The Contractor shall ensure that each UC has access to a bed, a pillow, and linens immediately upon arrival. These items will be replaced in accordance with laundry schedules and/or immediately when soiled.

3.5 Refrigeration Units

The Contractor shall provide refrigeration units that meet the identified storage requirements to store vaccine supplies and other medications.

3.6 Supplies and Equipment for Staff

The Contractor shall provide supplies and equipment to support, computers, printers, office supplies, phones (desk and cells), routers, wireless, repeaters, TVs, and recreational gear for facilities management staff.

3.7 Phone, Computer, Cable, and Internet

The Contractor shall provide phones in accordance with ORR Policy 4.10.1 that enable UC to report sexual abuse, sexual harassment, inappropriate sexual behavior, and violations of the Staff Code of Conduct. The Contractor shall provide voice and data communication systems for a minimum of two hundred (200) users and the ability to make international calls. This work includes, but is not limited to, Internet connectivity, Cable, Wi-Fi, and VoIP. All electronics and information technology must be 504 and 508 Compliant. The Contractor shall ensure that all computers receive current software updates prior to distribution to staff and that ongoing antivirus scanning and patching occurs on a routine basis once the site is up and running.

4 FACILITY MANAGEMENT

4.1 General

The Contractor shall provide ongoing facilities management services for the designated facility and infrastructure. The facilities management service shall include, but not be limited to, providing the appropriate mix of qualified labor, supplies, and equipment, and include the replacement of items and commodities expended during regular facility operation. Required services shall include, but are not limited to, routine mechanical equipment and utility maintenance, minor construction and demolition services, plumbing, structural and electrical repairs, grounds maintenance, and emergency repairs as needed. Prior to providing major service or repairs and/or equipment purchases, the Contractor will be required to coordinate with COR as needed. The Contractor shall maintain a log of work completed and provide it to the COR upon request. Services include:

- Timely and proactive facility maintenance for scheduled and unscheduled activities.
- Maintenance/repair to equipment and/or system failure, including infrastructure upgrades.
- Planning and coordination to support facilities operation management (supervision, personnel, labor, materials/supplies, equipment, and other necessary items and services to complete work), Compliance with Federal, state, and local environmental, health, and safety laws.
- Custodial Services
- Security and Safety Services
- Pest control services, including mosquito abatement.

- Landscaping and Grounds Maintenance
- Maintenance and clearing of parking and side roads.
- Excavation; storm damage preparation and repairs; rainwater/flooding mitigation; weather event preparation.
- Emergency evacuation plan and fire detection system management.
- General and medical waste collection, removal, and exterior building clean-up.
- Assessment/inspection of building conditions to preserve and maintain good operating conditions; additional maintenance services may include painting as well as wall, carpet, tile, and window repairs.
- Safe drinking water (potable).
- Food and meal preparation services; (breakfast, lunch, dinner, snacks).
- Refrigeration services for vaccines and medicines.
- Laundry services on or offsite.
- Manage and support IT services, including internet, Phone, Cable, Wi-Fi, and VoIP tracking/badging system.
- Manage and support IT equipment on-site including computers, printers, and supplies for facilities management staff.
- Emergency Services vehicles including ambulances, with one ambulance per campus.
- Emergency services staff develop, implement, enforce, and exercise all emergency operations plans and drills.

4.2 Facilities Management Staffing

The Contractor shall provide a staffing model that allows for rapid expansion and Contraction. This model will include maintaining a cadre of pre-cleared, well-qualified staff who can be deployed quickly to provide facilities management services at the ICF Site.

Facilities management staff shall meet all ORR and state-mandated background check requirements prior to their entrance on duty. ORR also requires all facilities management staff to pass an FBI-based fingerprint check.

The Contractor shall comply with all Federal Privacy Act and record retention regulations for the collection, storage, and disposition of personally identifiable information throughout the duration of the Contract(s). All Contractor and sub-Contractor personnel working on the Government's site shall abide by ORR's Policies and Procedures. The Contractor will find ORR's general policies on the ACF website. More information about specific procedures will be provided at the time of the award.

The Contractor shall ensure that all personnel mobilized provide signed statements before employment acknowledging that they are mandated to report suspected child abuse and neglect. The form must include the following statement: "Failure to report these incidents could be grounds for termination." The Contractor is required to maintain the signed acknowledgments for up to two (2) years after the expiration of the Contract. The COR may request copies of these acknowledgments at random. Location of the signed acknowledgments TBD as per the COR.

4.2.1 Identification

The Contractor shall provide identification badges to be worn by all staff, UCs, and visitors with access to the ORR ICF Site, along with a method to track incoming, outgoing, and periodic accountability as directed by ORR. The Contractor shall ensure 100% scanning of badges for staff personnel in any area where UC's have access. The UC's identification should include name, alien number, and photos. UC with special medical needs such as food allergies or medication needs to be easily identifiable.

4.2.2 Facilities Management Staff Training

The Contractor shall ensure all personnel mobilized, including subcontractors, complete ORR training on the following topics: ORR policies and procedures, ORR interim guidance and operations manual; Interim Final Rule on Standards to Prevent, Detect, and Respond to Sexual Abuse and Sexual Harassment Involving Unaccompanied Children. Training material shall be available in hard and electronic copy.

The Contractor will find ORR general policies on the ACF website. All coordination of management and recruitment activities shall be in accordance with the ORR Policy Guide Section 4: Preventing, Detecting, and Responding to Sexual Abuse and Harassment. More information about specific procedures will be provided at the time of the award.

The Contractor shall provide staff that, prior to commencing work at the assigned duty station, has the requisite certification(s)/licensure and expertise, skills, abilities, and training required to perform the task(s) to which they have been assigned.

4.3 Oversight of Existing Permanent Structures and Utilities

4.3.1 Inspection

The Contractor shall conduct a periodic technical inspection to identify all needed repair work broken into the following categories:

- Life-threatening violations, safety-threatening violations, and health-threatening violations referenced in local construction, fire safety, and occupational safety and health codes.
- Restore operational functionality for its intended purpose.
- Other repairs required to comply with standards not previously identified.
- The Contractor shall provide a report within 24 hours of identifying to the COR of all repairs needed to be done to make structures safe, functional for their intended purpose, and sanitary. The report shall also include a timeline in which the Contractor expects to be able to make the repairs and a list of the necessary supplies and equipment. The Contractor is responsible for making all the identified repairs in accordance with existing laws, regulations, and codes.

4.3.2 Maintenance and Repairs

- The Contractor shall regularly assess and inspect existing buildings, structures, infrastructure, and equipment to ensure safety and functionality. The Contractor shall notify the COR in writing within 4 hours, of observing any circumstances, conditions, or situations that present a life, safety, or health-threatening violation of the code.
- The Contractor shall provide timely and proactive maintenance to all buildings, structures, infrastructure, and equipment on-site, to include both scheduled and unscheduled maintenance. The Contractor shall maintain and repair infrastructure to the site, including, but not limited to, utilities such as water, sewage, electricity, power generation, HVAC, etc.

4.3.3 Flooding and Standing Water Mitigation

- The Contractor shall assess the site for potential flooding and standing water. The Contractor shall identify any issues regarding potential flooding or standing water and submit a report to the COR detailing the concerns and provide written recommendations on how to address them. With the COR's approval, the Contractor shall provide landscaping changes to mitigate the concerns raised in the report. This may include, but is not limited to, regarding the landscaping so that water flows away from existing structures and does not pool, raising mobile/temporary structures above expected flood levels if reasonable, and/or placing sandbags around the site to mitigate various structures' exposure to flooding.

- If flooding occurs, the Contractor shall submit a report to the COR within 24 hours of Contractor securing safe access to the flooded area, detailing the damage caused by the flood, the expected time it will take to repair or replace the structures, equipment, or units, and recommendations on how to prevent flooding on the site in the future. With the COR's approval, the Contractor shall make any landscaping changes to mitigate future flooding issues in addition to the repairs to or replacement of existing structures/units.

4.3.4 Utilities Equipment and Infrastructure

The Contractor shall provide proactively address facilities maintenance and/or repair concerns, involving backup power (generators), electrical, natural gas, sewage, and potable water (hot and cold).

4.3.5 HVAC Operation/Maintenance

The Contractor shall provide 24 hours a day 7 days a week professional services to maintain and restore any heating and air conditioning needs for the emergency shelter site.

4.3.6 Life Safety and Security Equipment Maintenance

The Contractor shall provide ensure proper fire alarm system maintenance checks as well as make certain that the security equipment, including cameras and sensors, is functioning properly. The Contractor shall support guidelines for good exterior lighting plans at the emergency shelter site. The Contractor shall be responsible for maintaining perimeter barriers (fencing, etc.). The Contractor shall provide AED units in every building.

4.3.7 Safety

Emergency and Evacuation Plans

The Contractor shall develop an emergency action and evacuation plan in coordination with the COR and the emergency shelter site personnel, in order to protect staff and children on-site from fire and other emergencies to include but not limited to natural disasters and to prevent property loss, whether large or small. The Contractor shall present the emergency and evacuation plan no later than 15 (working or calendar) days after award. The Contractor shall develop a drill schedule to exercise the evacuation plan to support its execution. A copy of this plan shall be accessible to all staff on-site and emergency evacuation plans, in English and Spanish, shall be posted conspicuously throughout the site.

4.3.8 Landscaping and Grounds Maintenance and Mitigation

The Contractor shall provide landscaping services, including necessary equipment and personnel, to maintain the grounds on site. This includes, but is not limited to, lawn, walkway, fencing, and existing landscaping maintenance.

The Contractor shall maintain and clear as necessary parking areas and roads on the site.

4.3.9 Laundry Services

The Contractor shall provide either on or off-site laundry services for UC, for up to sixty (60) lbs. of laundry, per person, per week, or as directed by the COR. The Contractor shall provide all supplies and personnel to manage the laundry operation including but not limited to linen bags and identification processes to ensure efficient exchange. The Contractor shall have a turnaround service of twenty-four (24) hours from the pickup. The Contractor shall receive, segregate, clean, and return individual clothing and light textile items, and medical items. The Contractor shall not

co-mingle any UCs laundry with another and medical with non-medical laundry. At a minimum, dryers must reach 130 degrees Fahrenheit to mitigate communicable disease contamination.

The Contractor shall separately process laundry in support of a medical facility for medical personnel, patients, and linen. Biohazard clothing and linens will be segregated and maintained separately prior to cleaning or disposal. All biohazard clothing and linens shall be collected and cleaned or disposed of by biohazard serves. The Contractor shall provide appropriate personal protective equipment (PPE) for personnel handling biohazardous material.

The Contractor shall develop and maintain a quality control plan within seven (7) days of executed Contract describing how textiles flow through the facility to prevent cross-contamination of cleaned textiles by soiled textiles or soiled facility areas, to include how items may travel in and out of the same door are protected to prevent cross-contamination or how deliveries are scheduled to prevent cross-contamination. Where necessary and appropriate, the Contractor may operate a linen exchange program.

4.3.10 Custodial Services

The Contractor shall provide custodial services for all areas; to include, but not limited to, dormitories, dining, recreation, office, visitation spaces, outdoor spaces, etc. The Contractor shall stock and replenish expendables to include, but not limited to, paper towels, toilet paper, antibacterial wipes, and liquid soaps as required to ensure ready availability to UCs and staff.

A cleaning schedule shall be posted to each facility and provided to the COR or appropriate Contracting authority.

The Contractor shall collect and dispose of all trash from all waste receptacles, including wastebaskets and other trash containers (exterior wastebaskets, trash receptacles, and are included in the scope of trash removal). Any trash boxes or debris stacked near the waste receptacles shall be removed daily. Replacement of plastic trash bags/liners shall be done as needed.

Medical treatment facilities custodial services shall be performed in accordance with AR 40-61 and AR 210-130. The Contractor shall ensure all cleaning supplies, materials, and equipment kept exclusively for medical is kept separate from other custodial supplies, materials, and equipment.

The Contractor shall provide appropriate PPE for custodial staff providing cleaning services to medical treatment facilities or otherwise exposed to biohazardous material.

4.3.11 General and Medical Waste Removal/Disposal

The Contractor shall provide for all waste removal, including medical and sharps equipment, from the location. The Contractor shall ensure sanitary conditions for proper waste storage and removal.

4.3.12 Cleaning and Environment

The Contractor shall provide cleaning services of the assigned sleeping facilities, kitchen, cafeteria and serving areas, bathroom facilities, and other areas, including office space and staff areas prior to and exit of UC and Staff occupancy. This includes, but is not limited to, asbestos, mold, lead, and other environmental hazards. All cleaning chemicals must always be non-hazardous and maintained under appropriate controls to limit access to authorized facility personnel. Inventories of all supplies must be maintained and logged in real-time with appropriate labels in compliance with MSDS. The Contractor shall retain MSDS sheets for all chemicals on-site and provide access to those documents to all personnel.

4.3.13 Pest and Insect Control

The Contractor shall provide bed bugs, pest, and insect control services at the site, including abatement and extermination of all pest and insect infestations. This includes but is not limited to mosquito abatement. If the need arises, the Contractor may create and disseminate policies to limit the risk of pest and insect infestation, such as restricting the areas where food may be consumed. If the Contractor becomes aware of an animal or insect on-site that carries a transmissible disease, the Contractor shall immediately notify the COR and work with other subject matter expert(s) personnel to determine if anyone on site came into contact with the animal or insect.

4.3.14 Meals and Food Services

The Contractor shall provide meal services for up to approved max occupancy for the site, in accordance with ORR Policy.

The Contractor shall provide nutritional services in accordance with U.S. Department of Agriculture and U.S. Department of Health and Human Services nutritional guidelines and State licensing requirements. They also must establish procedures to accommodate dietary restrictions, food allergies, health issues, and religious or spiritual requirements.

Meal support includes all labor, equipment, materials, and storage for meal services as needed. Services provided by the Contractor must be scalable to accommodate shelter population fluctuations.

The Contractor shall be capable of providing up to three different hot meals each day (breakfast, lunch, and dinner), two snacks, and shall include culturally appropriate items. Meals shall be in accordance with USDA standards <https://www.choosemyplate.gov/>. The meals shall be culturally appropriate and consistent with the types of meals provided in children's countries of origin. In addition, the Contractor shall provide snack foods and beverages to UC and Contractor staff. Beverage options shall include potable water, juice, hot/cold tea, lemonade, coffee, and milk.

The Contractor shall make provisions to provide alternative options in response to special dietary needs. The Contractor shall rotate/update the menu on a biweekly basis consistent with all applicable USDA standards and approved by a nutritionist. The Contractor shall provide the COR with the menu for the upcoming week by 7 am every Monday or as specified by the COR.

Meal services shall be served in a cafeteria-type setting to UC only at the food preparation site(s), while still abiding by CDC COVID-19 guidelines. If a UC or cohort cannot safely be brought to a designated dining area due to COVID-19 exposure or infection, meals may be brought to the area where the UC or cohort are quarantining or isolating. Under such circumstances, the staff must ensure that the area where the food is consumed is thoroughly cleaned and all dishware is promptly removed to prevent an infestation of rodents or insects.

The Contractor shall provide safe storage for kitchen utensils, tables, chairs, trash cans, and hand-washing stations if an adequate supply is not available on-site, provided from other sources, or as directed by the COR. Eating areas shall be clearly marked and kept clean and sanitary.

The Contractor shall ensure food is cooked to established food-safety cooking temperatures and kept within established food-safety temperature ranges for serving and storage conditions. The Contractor shall ensure food is kept within established food-safety temperature ranges. The Contractor shall provide clamshells and disposable eating utensils.

The Contractor shall maintain a daily food log of meals (breakfast, lunch, dinner, snacks) served, which is accessible to the COR and other oversight bodies. The COR may request copies of these daily food logs at random.

The Contractor is responsible for the proper disposal of any excess leftovers and trash.

The Contractor shall provide supplies and personnel to maintain a clean kitchen and dining areas and provide trash removal.

4.3.15 Fire Protection Services

The Contractor shall develop fire safety procedures and an evacuation plan within 2 days of the executed Contract, which must be approved by the COR. The Contractor shall operate and maintain fire protection services, post appropriate warning signs, and promote public awareness of fire prevention measures. The Contractor shall conduct fire safety inspections and drills, conduct fire prevention and response training to designated personnel, and ensure fire extinguishers, detection devices, and other fire safety devices and equipment are operable.

Evacuation procedures must be posted on every floor and at eye level for the UCs. The procedures must be posted in both English and Spanish.

4.3.16 Physical Security

The Contractor shall coordinate physical security with the Federal Protective Service (FPS) to provide adequate staffing and security for the facility. Contractor personnel performing work under this Contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems. Equipment requirements include but are not limited to supporting security personnel, supporting security equipment and backup systems, internet connectivity, access tracking, and badging critical to site infrastructure and integrity.

- Provide a security manager with oversight responsibilities for the security force and other physical security operations who is onsite 24 hours per day, 7 days per week.
- Develop a written facility security plan that identifies security responsibilities, emergency contacts, response procedures for incidents, and contingency plans for temporary upgrades in accordance with the National Terrorism Advisory System.
- Develop, publish, and maintain an Occupant Emergency Plan and conduct annual training/exercises.
- Conduct active VSS monitoring. Provide alarm activated VSS monitoring. Record VSS views using a digital medium.
- Screen all mail and packages. Mail and packages can be screened off-site.
- Maintain perimeter barriers based on ORR requirements.
- Controlled entry and exit of the site, premises, and the buildings,
- Temperature checks must be performed on any individual entering the site in compliance with CDC guidelines.
- All individuals entering the site must be wearing PPE (specifically, masks covering individuals' mouth and nose) in accordance with CDC guidelines. If the individual does not have the necessary PPE, the Contractor will provide the individual with the proper mask. This mask shall come from a supply that is separate and distinct from the masks provided for medical and clinical services.
- Security personnel monitors the ground and inspects the buildings.
- Communication and alarm systems in designated areas of the residential structures.
- Badging, tracking, and scanning.
- Unarmed security personnel.
- Background checks for Contractor personnel and subcontractor/labor staff only; and
- Joint Action Plan for site and site subcontractors (with approval by ORR).

4.4 Handwashing and Hand-Sanitizing Stations

The Contractor shall ensure that handwashing and/or hand-sanitizing stations are readily available for Contractor personnel and UCs. The Contractor shall ensure that handwashing stations have running hot water and are stocked with soap and paper towels and that hand-sanitizing stations are stocked with hand-sanitizer that is at least 60% alcohol content.

The Contractor shall place hand-sanitizing stations and require use prior to entry of the dining area, upon exiting the dining area, and prior to entering the dormitory space (if the dining and dormitory area are not directly connected).

The Contractor shall place hand washing/sanitizing stations in all bathroom areas if the ability to wash hands is not an available option in the bathroom. However, based on CDC guidance the COR may increase/decrease the required handwashing stations.

4.4.1 Additional Cleaning and Disinfecting of the Facility

In addition to maintaining a safe and sanitary facility, the Contractor must provide additional disinfection services to stop the spread of COVID-19 within the ORR ICF Site and in compliance with CDC guidelines.

- The Contractor shall disinfect "high-touch surfaces" daily.
- "High-touch surfaces" include, but are not limited to, pens, counters, meal trays, tables, doorknobs, light switches, handles, stair rails, elevator buttons, desks, keyboards, phones, toilets, faucets, and sinks.
- The Contractor shall provide disinfectant wipes at all tables and desks for Contractor personnel and UCs to clean their workspaces.
- The Contractor shall disinfect all shower and toilet facilities daily.
- The products used by the Contractor to disinfect the facility must be one or more approved by the CDC. List N Tool: COVID-19 Disinfectants | US EPA.

If someone within the facility has tested positive for COVID-19, the Contractor shall:

- Close off the contaminated area(s) used by the person until disinfected and cleared by appropriate staff.
- Open doors and windows in the area and adjust fans or HVAC settings to increase air circulation in the area.
- All bed linens, clothing, and towels in contact with the COVID-19 positive individual shall be laundered using the appropriate water setting as per CDC guidance.
- The Contractor shall provide appropriate PPE to staff engaged in cleaning and disinfecting "high-touch surfaces" and areas occupied by COVID-19 positive individuals.
- Follow any other cleaning and disinfecting protocols and procedures as per CDC guidance.

4.5 Social Distancing, Cohorting, Quarantine, and Isolation

Social Distancing

The Contractor shall set up and organize the facility in such a way that allows for the social distancing of UCs and staff during routine daily activities, per "COVID-19 Interim Guidance to Reduce the Risk of COVID-19 Spread at ACF, ORR Temporary Influx Care Facilities and Emergency Intake Sites," (June 2021) and CDC recommendations. This includes, but is not limited to, rearranging or removing furniture to allow a greater distance between individuals, setting up physical barriers to decrease the likelihood of the spread of communicable diseases, and only granting access to shared indoor spaces to cohorts in shifts.

Cohorting

The Contractor shall ensure that the facility is capable of housing and providing services to UCs in cohorts (or dorms). A cohort is a grouping of UCs that are in relatively close proximity to one another on a daily basis due to shared indoor spaces, such as dormitories and bathrooms. The facility must enable cohorts to remain physically separate and prevent unnecessary "mixing." The Contractor shall also ensure that if staff must engage with multiple cohorts, extra precautions are taken to avoid the potential spread of COVID-19.

Quarantine and Isolation

If a UC or staff member tests positive, all UCs that have been "exposed" to the COVID-19 infected individual shall be quarantined per CDC guidelines.

An "exposure" is close contact within 6 ft of a COVID-19 case for at least 15 cumulative minutes, over a 24-hour period.

The Contractor shall cohort all exposed UCs together in small as groups as much as possible with access to an (isolated) bathroom. Preferably, the cohorts shall be formed of UCs with the same exposure level.

If a child develops COVID-19 symptoms or tests positive for COVID-19, the UC shall be removed from quarantine and isolated. The Contractor shall ensure that the facility is capable of effectively quarantining and isolating UCs as the need arise.

The Contractor shall ensure personnel entering the rooms where children are located use standard precautions, contact precautions, airborne precautions (e.g., N95 respirator), and eye protection (e.g., goggles, safety glasses, or a face shield). The Contractor shall provide a plain paper surgical mask to the UC for use when he/she leaves the isolation room (e.g., to go to the bathroom or a medical appointment).

Under the Contract, all UCs in quarantine and isolation shall receive the same services as the UCs in the general population.

4.6 Transportation Services

The Contractor shall provide intra-program transportation services in the absence of services by the ORR transportation Contractor. This will be for the transport of children within the system and transportation for unification. The following shall be provided under this separately priced option:

- As directed by the COR, the Contractor shall coordinate and make travel arrangements for UCs while in the custody of HHS. Reasons for transportation include but are not limited to the following: 1) transferring UC to their sponsors once ORR approves unification with suitable sponsors or transferring between ORR facilities; 2) mass transportation during emergent influx situations or other emergency needs (e.g., weather, or public health-related; and 3) transportation to/from facilities to support the UC health and well-being.
- Transportation services shall be in accordance with Children Entering the United States Unaccompanied Sections 3.3.14 and 3.3.17.
- The Contractor shall provide such services 24 hours per day, 7 days per week. The Contractor shall be responsible for purchasing transportation, including but not limited to flights, trains, vans/bus charters, ships, and car rentals for the UC and an escort, if applicable, to transport the child. Requests may also include emergency transportation of any time, secure and staff secure movements, and transportation for other special needs UC.
- The place of performance will be throughout the United States of America as well as its territories or otherwise as directed by the COR.
- The Contractor will perform the following basic functions:

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- Always ensure the health and safety of the UCs and all infectious and COVID 19 protocols are followed.
- Booking and purchasing itineraries for all UCs transportation requirements.
- Providing escort services for UCs movement to sponsors or between ORR facilities (as needed).
- Providing transportation services (for example drivers and vans for ground transport, air, or bus charters, for UCs movement (as needed).

The Contractor shall provide unarmed escort staff. For these staff, the Contractor shall provide management, supervision, manpower, training, certifications (e.g., food handling when food is prepared), driver's licenses, drug testing, equipment, and supplies necessary to provide on-demand escort services for UC.

The Contractor must plan travel within 24 hours' notice by ORR. The Contractor shall be prepared to arrange alternate travel in case of unforeseen weather conditions, delays, or flight conditions. The Contractor shall promptly arrange alternate travel when these instances occur. In some situations, (i.e., flight delays, cancellations, etc.) the time the Contractor maintains custody of the UCs may be extended. In limited cases, overnight housing may be required as directed by the COR. In which an itinerary will address the needs of all staff, escorts, and UCs on travel, this shall include overnight housing and other pertinent necessary items for safe and sanitary travel. If required the COR will review and approve prior, during, and completion of travel as required.

During transport, Contractor staff shall maintain a line of sight of UCs in accordance with ORR policy and provide supervision at all times. The Contractor shall provide ready access to food, water, clean clothes, hygiene products appropriate for the UC's age, gender, and specific needs, and comfortable furniture at all times.

All applicable local, state, and Federal public health requirements must be followed. This includes COVID-19 guidance regarding quarantine, isolation, and capacity when the transportation is directly provided by the Contractor. At ORR's direction, the Contractor shall make capacity adjustments in alignment with local, state, and federal guidelines for COVID-19. UC safety in transport must follow all applicable requirements for seat belts and other safety restraints, valid and appropriate driver's license (e.g., CDL for bus) with good driving record, score of Satisfactory or better by the Motor Carrier Safety Rating by the Department of Transportation, never texting while driving, regular vehicle maintenance schedule, among others. Time in transit via ground transport must be limited to 12 hours unless otherwise directed by the COR. The Contractor shall transport UC in a safe and humane manner and under the supervision of trained and experienced personnel.

At least one staff member of the same sex as the UC shall be a member of the escort team. The Contractor shall obtain the COR's approval for any deviation from this requirement before the commencement of the escort.

Each member of Contractor staff shall maintain constant "line of sight and sound" supervision of each UC during transport. UC being transported shall never be left in a locked, unattended vehicle. The Contractor shall maintain the following Escort-to-UC ratios. However, at the Government's discretion, these ratios may be adjusted as necessary to accommodate changes in the total UC population:

- UC from ages 10 to 17:
 - Two staff for the first six (6) UC.
 - For seven (7) or more UC, the Contractor shall provide an additional escort for each group of six (6) UC (e.g., 25 UC equals six (6) escorts).
 - A female escort must accompany groups of UCs containing female UC.
 - In the event of an emergency, any opposite-gender escorts require an additional level of supervisory review and reporting during transport.

- UC under age 10:
 - A minimum of two (2) staff for up to eight (8) UC
 - A minimum of three (3) staff for more than eight (8) UC, up to 15 UC.
 - A female escort must accompany groups of UCs containing female UC.
 - In the event of an emergency, any opposite-gender escorts require an additional level of supervisory review and reporting during transport.

The Contractor shall always separate UCs from unrelated adults during transport. Any UCs below the age of five (5) require an additional escort. If a tender-age UC (UC 0-12 years of age) is accompanied by another family member who is also a child, the older UC cannot be considered responsible for his/her sibling or relative. Therefore, if they are traveling together, both UCs shall require an additional escort. Siblings should be transferred together, to the extent possible. The Contractor shall propose recommendations to ORR at any time regarding the efficient application of escort ratios. However, implementation of any changes is not authorized until approved in writing by the COR. In accordance with current ORR policy, and transport-vendor policies, UC over the age of 14 may be transported unaccompanied for reunification purposes; however, the Contractor shall coordinate with the COR to determine circumstances when unescorted travel is appropriate and decisions to transport a UC in this manner will only be made on a case-by-case basis.

The Contractor shall find ORR policies on the ACF website. More information about specific procedures shall be provided at the time of the award. The Contractor shall provide training to staff on ORR policies and procedures as changes occur.

The following services must also be provided at the direction of the COR:

- Food Service, including the preparation of or purchase of meals consistent with the US Department of Agriculture unless otherwise specified by a medical professional. All cultural or special dietary needs shall be identified by the Contractor prior to the transport.
- UC Property Documentation – The Contractor shall ensure that every UC is transferred with their funds, valuables, and personal property. UC shall be permitted to travel on their person or otherwise in their possession the following:
 - Contact phone numbers.
 - Money (cash) (which must be retained by the escort on behalf of the UC).
 - Eyeglasses and contact lenses.
 - Small religious items.
 - Personal hygiene items.
 - If any of these items would compromise the escort or UC, escorts have the discretion to remove the items from the UC's personal property. If this determination is made by the escort, the incident must be reported to the COR including a description of the item taken from the UC.

The Contractor shall report events/incidents to the ORR Federal Field Specialist (FFS) and COR while in transit. The Care Provider Staff shall report event/incident via ORR Significant Incident Report (SIR) guidelines. If hospitalization is required, the escort shall stay with the UC at the hospital until the closest ORR Care Provider Staff can assume responsibility for the UC and arrange for hospitalization, supervision, etc.

4.7 Facility Maintenance Services Performance Requirements Summary

TABLE 1 – FACILITY MAINTENANCE SERVICES PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Maintenance and Repairs	4.3.2	- Reference section standards	100% of the existing structure is safe and functional.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
General Landscaping, Grounds Maintenance and Parking	4.3.8	- Reference section standards	Any lawn, walkway, fencing, and existing landscaping are maintained and provides a safe environment for UC and staff. The walkways are free from obstructions, "trip hazards," and other safety hazards. Existing landscaping is maintained in the same condition as prior to the award of the Contract. Maintain and clear as necessary parking areas and roads on the site	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Flooding and Standing Water Mitigation	4.3.3	- Reference section standards	Inspect the grounds and write a report detailing concerns about flooding and standing water.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Safety and Preparation for Storms and Natural Disasters	4.3.7	- Reference section standards	Develop and submit a report detailing what if any storms/natural disasters are reasonably likely to affect the site plan for preparations.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Shower and Toilet Facilities	3.1	- Reference section standards	Facilities are safe, sanitary, and account for appropriate levels of privacy in accordance with the guidelines set forth in the PWS.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Clothing	3.2	- Reference section standards	Clothing issue resupply is 100% met as required above	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Hygiene Kits	3.3	- Reference section standards	100% of Hygiene Kits are provided to each UC immediately upon their arrival in accordance with the ratios detailed in the Contract.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Equipment and Supplies: Beds and Bedding	3.4	- Reference section standards	A bed, pillow, and bed linens are provided for each UC immediately upon their arrival. These items will be replaced in accordance with laundry schedules or immediately when soiled.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Laundry Services	4.3.9	- Reference section standards	A quality control plan is developed and maintained that describes how textiles flow through the facility.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Custodial Services	4.3.10	Reference section standards	A cleaning schedule will be provided to the COR and posted to each facility. Medical treatment facilities custodial services shall be performed in accordance with AR 40-51 and AR 210-130.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Pest and Insect Control	4.3.13	- Reference section standards	Regularly inspect for the presence of pests and insects and promptly abate or exterminate any infestation.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Meals and Food Services	4.3.14	- Reference section standards	Meals shall be in accordance with USDA standards https://www.choosemyplate.gov/	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Phone, Internet, and Cable	3.7	- Reference section standards	Users must have regular and reliable access to voice and data communication systems such that their ability to carry out their work is not interfered with.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Fire Protection Services	4.3.15	- Reference section standards	Provide fire protection services and equipment in accordance with fire safety laws. The equipment must be maintained in working order. Develop fire safety plans and procedures and provide them to the COR for approval within 14 days of the award of the Contract.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Physical Security	4.3.16	- Reference section standards	Personnel must satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems.	Physical Security
Handwashing and Hand-Sanitizing Stations	4.4	- Reference section standards	At COR's discretion, may adjust volume of handwashing stations based on a change in CDC guidelines.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)
Additional Cleaning and Disinfecting of the Facility	4.4.1	Reference section standards	Must comply with CDC guidelines.	COR will monitor the Contractor using approved techniques & technologies (e.g., survey observations)

5 DIRECT CARE SERVICES REQUIREMENTS

5.1 General

The Contractor shall provide all personnel and services necessary to care for UC housed at the ICF Site. Program rules and discipline standards shall be formulated with consideration for the range of ages and maturity in the program and shall be culturally sensitive to the needs of minors. Employ strength-based behavior management and trauma-informed care approaches and never hit, harass, humiliate, or degrade a UC or staff member. Use strength-based behavior management and trauma-informed care approaches, such as using conflict resolution, problem-solving skills, using rewards and consequences and de-escalation techniques, and helping children and youth learn accountability and self-control.

The Contractor shall establish a Code of Conduct in accordance with ORR Policy 4.3.5 that shall include the following:

- Staff will not engage in any form of sexual abuse or sexual harassment, as defined in Section 4.1 of ORR's UC Policy Guide.
- Staff will not verbally or physically abuse any unaccompanied child.
- Staff will not engage in sexual contact with anyone while on duty or while acting in the official capacity of their position or within three (3) years of the child's discharge.
- Staff will not exchange letters, gifts, pictures, phone numbers, e-mail addresses, or social media information with any UC in ORR care or within three (3) years of the child's discharge. Requests for exceptions must be submitted in writing to and approved by care provider management and submitted to ORR.
- Staff may not have contact with any UC outside of the care provider facility beyond that necessary to carry out job duties while the child is in ORR care or within three (3) years of the child's discharge. Requests for exceptions must be submitted in writing to and approved by care provider management and submitted to ORR.
- Staff must confine their relationships with UC families and sponsors to those activities which fall within the scope of the staff's job duties. Requests for exceptions must be submitted in writing to and approved by care provider management and submitted to ORR.
- Staff may not engage in a romantic or sexual relationship with a UC while the child is in ORR care or within three (3) years of the child's discharge.
- Staff may not house or share housing with a UC within three (3) years of the child's discharge.

- Staff must report knowledge, suspicion, or information about sexual abuse, sexual harassment, or inappropriate sexual behavior according to mandatory reporting laws, Federal Laws and regulations, and ORR policies and procedures.
- Staff with knowledge or information of a staff violating this Code of Conduct must report this knowledge or information to their supervisor immediately in writing.
- Staff have a continuing affirmative duty to disclose any misconduct that occurs on or off duty.

Minors shall not be subjected to corporal punishment, humiliation, mental abuse, or punitive interference with the daily functions of living, such as eating, sleeping, and progress of his/her case. Any sanctions employed shall not: (1) adversely affect either a minor's health, or physical or psychological well-being; or (2) deny minors regular meals, sufficient sleep, exercise, medical care, correspondence privileges, or legal assistance. Care provider facilities must immediately terminate any staff member who violates this Code of Conduct. Care provider facilities must suspend any staff member suspected of violating this Code of Conduct pending investigation. Documentation of the investigation must be provided to the COR, to include any addendums until the case is closed. Regardless of whether staff is counted in the child/caregiver ratio, each employee must, in the absence of a more specific rule requirement, demonstrate competency, prudent judgment, and self-control in the presence of children and when performing assigned responsibilities.

5.2 UC Orientation

Upon admission, the Contractor shall provide UCs with a comprehensive orientation regarding program intent, services, rules (written and verbal), expectations, and the availability of legal assistance.
ORR Policy 3.2.2: Orientation

- Care providers must have a standardized orientation that is provided to all admitted UCs. The orientation must be provided within 48 hours of admission and must be presented in a fashion that is appropriate for the age, culture, and preferred language of the child or youth. The orientation must be provided in formats that are accessible to UCs who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as those who have limited reading skills.
- If the UC is not literate, the care provider must verbally explain all the documents in the UC's native or preferred language. If forms are not translated into a language that the UC can read, the care provider staff must verbally translate the document for the child or youth. Care providers lacking staff who speak a UC's native or preferred language must make every attempt to utilize a professional translation service for the UC's orientation. In cases where no such service exists or is unavailable, then care providers must consult with the ORR FFS, the Care Coordinator, and other relevant stakeholders to create and implement a strategy for communicating with the child as effectively as possible.
- The orientation shall also address ORR Policy 4.7.1 Educating Children and Youth on Sexual Abuse and Sexual Harassment.
- As part of the orientation, the care provider must also provide UCs a virtual or in-person tour of the facility and note emergency evacuation routes and exits. Child may request an individual tour of the facility. The orientation must include the following information: an explanation of the nature of the UC's custody in ORR; the care provider's rules, responsibilities, and procedures; the UC's rights and responsibilities, including general legal-related information; the care provider's behavior management policies; the care provider's grievance policies and procedures; emergency and evacuation procedures; and other policies and procedures to help the child or youth adjust to the new setting. The tour shall also include distribution of PSA pamphlets and presentation of PSA Posters with UC Sexual Abuse hotline and other reporting numbers, as well as the pre-programmed phones for kids to report sexual abuse and harassment to use in privacy.

5.3 Case Management Services

The Contractor shall provide on-site case management services to meet the unique needs of the UC population. For the purposes of this performance of work statement, case management includes both services related to supporting UCs behavioral health including referral and access to services include

counseling and other supportive services, as well as all activities related to the unification of UCs with an ORR-approved, vetted sponsor. A combination of in-person and distance/virtual-based assistance is appropriate as determined by the COR.

- The Contractor shall contact and engage potential sponsors to initiate sponsor assessments, including performing background checks, child abuse, and neglect checks, and sex offender registry checks in accordance with ORR policies, procedures, and field guidance-<https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-4> .
- The Contractor and its personnel shall comply with all applicable state child welfare laws and regulations, and all state and local health and safety codes. The Contractor and its care providers shall deliver services in a manner that is sensitive to the age, culture, native language, and needs of each unaccompanied child. The Contractor shall develop an Individual Service Plan (ISP) for the care of each child (per ORR Policy Guide Section 3.3).
- The Contractor shall make determinations on sponsor suitability by thoroughly vetting the sponsor identity and confirming the validity of government-issued identity documents as required by the field guidance issued for each applicable UC category. The Contractor shall provide Sponsor Related Updates for the UC Reviews in the UC Portal as needed for each UC.
- The Contractor shall coordinate with ORR care providers, FFS, consulates, international bodies, child advocates, third-party coordinators, and U.S. Federal agencies.
- The Contractor shall support family unification services designed to identify relatives in the United States as well as in foreign countries and assistance in obtaining legal guardianship when necessary for the release of the unaccompanied child. The Contractor must be familiar with ORR Policy Guide Section 2, UC MAP Section 2, and relevant Field Guidance. The Contractor shall adhere to timelines and requirements outlined by ORR Policy related to unification. ORR Policy Guide Section 2: Safe and Timely Release from ORR Care outlines the family unification process in detail, including the roles and responsibilities and required services. Some of the required assessments are outlined below:
 - ORR Policy 2.4 Sponsor Assessment Criteria and Home Studies states that: As noted in the Section 2.2 Sponsor Application Process from ORR Care, the application process for release of an unaccompanied child involves a number of steps, including background checks (see Section 2.5 Sponsorship Assessment Background Check Investigation (ORR Policies on Requesting Background Checks)) and submission of the application by the sponsor. This section describes the criteria ORR uses to assess each potential sponsor's ability to provide for the physical and mental well-being of the unaccompanied child, and the role of home studies in the process.
 - The sponsor assessment reviews a sponsor's strengths, resources, risk factors and special concerns within the context of the UC needs, strengths, risk factors, and relationship to the sponsor. ORR also determines whether to conduct a home study, as required by the law or as necessary to ensure the welfare of the child.
- The Contractor shall coordinate with ORR stakeholders to unify UC with the respective sponsors.
- The staffing model must include shift work from 8 am – 8 pm, 7 days a week, including holidays to maximize availability for sponsor access.
- The qualifications for case management staff roles are as follows:
 - Lead Clinician(s): Master's degree in social work, 2 years of postgraduate direct service delivery experience or a Masters degree or Ph.D. in psychology, sociology, or other relevant behavioral science in which clinical experience is a program requirement, plus 2 years of postgraduate direct service delivery experience/or bachelor's degree plus 5 years clinical employment experience in the behavioral sciences. Must have supervisory experience and have active licensure to provide clinical services.
 - Clinician(s): Master's degree in social work with clinical experience in the program, or Master's degree in psychology, sociology, or other relevant behavioral science in which direct clinical experience is a program requirement, or a bachelor's degree plus 5 years

clinical employment experience. Must be licensed or eligible for licensure and should be supervised by a Lead Clinician.

- Lead Case Manager: Master's degree in the behavioral sciences, human services, or social services fields or bachelor's degree and at least 3 years progressive employment experience that demonstrates supervisory and case management experience.
- Case Manager: Bachelor's degree in behavioral sciences, human services, or social service fields. Must have at least one year of experience working with child welfare standards, best practices, or quality assurance or compliance. The Case Managers shall be supervised by Lead Case Manager.
- Teacher: Bachelor's degree; certification by the relevant governing authority, Teaching English as a Second Language/Teaching English to Speakers of Other Languages certification or other appropriate certification by the accrediting body and additional training to meet the special needs of unaccompanied children.
- Youth Care Worker: High school diploma or equivalent degree and a minimum of 1 year of employment experience in the child welfare field working with children and/or adolescents in a social service setting.
- ***Should some key personnel not be able to meet requirements, COR can provide waiver.***

5.4 Case Management Services – Performance Requirements Summary

TABLE 2 – CASE MANAGEMENT SERVICES PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Case Management Fundamentals The Contractor shall provide case management services to meet the unique needs of the UC population.	5.3	- A process for case management services is proposed and maintained, with a focus on family reunification. - Culturally sensitive and age-appropriate case management services is provided. - An initial intake assessment and an individual service plan for the care of each child is completed.	- A preferred ratio of 50% on-site to 50% virtual case management services is maintained, other ratios may be approved by the COR. Ratio of unification staff may vary. - Language/ Translation services per individual service plan is provided for all UCs within 48 hours of admission - Initial assessments are completed for all UCs within 24 hours of admission to program - Individual Service Plans are completed for all of UCs within 7 days of admission to program	COR will monitor Contractor provided data. - Periodic inspection of Portal timestamps
Sponsor Assessment The Contractor shall contact and engage potential sponsors to initiate sponsor assessments, including performing background checks and vetting the sponsor identity to make recommendations for timely reunifications.	5.3	- A process for case management services to identify potential sponsors and complete the initial sponsor assessment is proposed and maintained. - All Contract requirements connected with assessing the	- Sponsor application packets are completed for all of UCs within 7 days of admission to program - Sponsor background checks, abuse and neglect checks, and sex offender registry checks are completed for all of UCs who have an identified sponsor within 10 days of admission to program	COR will monitor the Contractor provided data. - Periodic inspection of Portal timestamps

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
		suitability of potential sponsors are carried out. - All Contract requirements connected with confirming the identity of potential sponsors are carried out.	- Sponsor background identification authentication is completed for all of UCs within 10 days of admission to program - Family unification process or transfer to a traditional licensed facility is completed for all UCs within 30 days of admission to program. Contract must add all children who will not reunify by the 30-day mark to the ORR transfer list by day 25.	
Staff Compliance The Contractor and its personnel shall comply with all applicable State child welfare laws and regulations, meet ORR minimum standards for deployment to an Influx Care Facility (ICF) facility including necessary background checks, and shall follow procedures consistent with relevant provisions in the ACF ORR Policies and UC Manual of Procedures (UC MAP).	5.3	- A process for internal compliance audits is proposed and maintained. - A process for ensuring staff meet required background checks is proposed and maintained.	- Quarterly internal compliance audits are completed - At least 75% of personnel and volunteer records for staff with unsupervised direct access to UCs contain documentation of FBI-based background check, within 1 days of deployment - At least 75% of personnel and volunteer records for staff who do not have direct access to UCs contain documentation of a public records criminal background check, within 3 days of deployment	COR will monitor the Contractor provided data. - Compliance Audit results - Periodic inspection of Portal timestamps - Periodic inspection of personnel records
Staff Capabilities The Contractor shall provide the required capabilities to maintain a cadre of qualified staff to provide case management services and shall provide a staffing and supervision plan.	5.3	- A competent core management group is provided and maintained, along with an up-to-date list of this group, their skills and competencies. - A staffing and supervision plan is provided that meets minimum staffing ratios.	- Updated key personnel matrix is provided no later than 2 days after changes occur. - Key personnel turnover rate <25%.	COR will monitor the Contractor provided data. - Key personnel turnover statistics
Staff Training The Contractor shall train staff on ORR policies and procedures, cultural competence training, and child-welfare best practices.	5.3	- All staff receive required training. - Training materials are reviewed and approved by COR and OR, before staff training occur.	- Completion of training certificates are maintained in personnel records	COR will monitor the Contractor-provided data. - Periodic inspection of personnel records
Staff Coordination/Updates to Stakeholders The Contractor shall coordinate with ORR	5.3	- A process for coordination with appropriate stakeholders	75% of complex cases are acted on with stakeholder assistance within 10 days of case elevation	COR will monitor the Contractor-provided data.

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
stakeholders, consulates, international bodies, child advocates, third-party coordinators, and U.S. Federal agencies, and provide updates to ensure the UC's safe and timely release to the sponsor.		is proposed and carried out. - A process for providing weekly case updates to appropriate ORR stakeholders is proposed and carried out.		- Periodic inspection of Portal timestamps

5.4 Medical Services

The Contractor shall provide appropriate routine medical and dental care, including an intake health screening on the day of admission; a more comprehensive Initial Medical Exam, which includes age-appropriate catch-up immunizations, within 2 business days of admission; ongoing medical services (i.e., "well care"), including reproductive health and family planning services; and 24-hour sick care at the level of a Pediatric Urgent Care. Additionally, the Contractor shall follow all ORR procedures in the event of a medical emergency requiring off-site care.

5.4.1 Intake Health Screening

The Contractor shall set up and operate a screening location where medical personnel will perform COVID-19 and other infectious disease screening and testing, obtain a medical history (including dietary restrictions or allergies), and screen to determine acute or chronic issues that require immediate or continuing medical attention when children first arrive at the site. Please refer to "ORR's Intake Health Screening" form for additional parameters of this screening.

5.4.2 Initial Medical Exam (IME)

The Contractor shall conduct an initial medical exam within 48 hours of the child's admission, excluding weekends and holidays (i.e., within 2 business days), unless the child was recently examined at another ORR ICF facility. This exam includes a physical exam with hearing and vision screenings; a psychosocial risk screening; communicable disease screenings; and appropriate immunizations in accordance with recommendations of the U.S. Centers for Disease Control and Prevention (CDC). The exam will be conducted following IME guidance issued by ORR, which is summarized in the following table:

TABLE 3 – INTAKE INITIAL MEDICAL EXAM

IME Components	Requirements
Comprehensive History and Physical Exam	All children
Communicable disease testing	
COVID -19 testing	All children, per CDC and ORR requirements
Influenza testing	Symptomatic children, per CDC and ORR requirements
Rapid Strep testing	Symptomatic children, per CDC & ORR requirements
Vision/Hearing	
Vision Screening (Snellen test)	All children ≥ 3 years of age
Hearing Screening (Whisper test)	All children
Psychosocial	
Psychosocial assessment /Risk factor screening	All children
Risk factor-based testing:	
Point-of-care urine pregnancy test	All girls 10 years of age and older, or under 10 with reported menarche or sexual abuse/activity
Hep B Surface Antigen	Children reporting sexual abuse/activity or injection drug use
Chlamydia (urine NAAT)	Children reporting sexual abuse or activity
Gonorrhea (urine NAAT)	Children reporting sexual abuse or activity
Syphilis RPR	Children reporting sexual abuse or activity
HIV screening	Children 13 years of age and older or children under 13 years who report sexual abuse or activity
Hepatitis C antibody	Children reporting injection drug use
Lead testing	Children 6 months up to 6 years
Vaccines	
All Advisory Committee on Immunization Practices (ACIP) recommend vaccinations, based on age and eligibility	https://www.cdc.gov/vaccines/schedules/hcp/imz/cat-chup.html
Influenza (Seasonal)	All eligible children
COVID-19	All eligible children
TB Screening	
TST/PPD skin test	Children <2 years
IGRA	Children 2-17 years
CXR	Children 2-14 years with +IGRA All children ≥ 15 years of age

5.4.3 Ongoing Medical Services

The Contractor shall provide ongoing health services that continue past the initial health screening and IME, and these services shall include, but not be limited to, the following: medical history interviews and physical examinations, point-of-care urine pregnancy, medication prescriptions, and administration, vaccinations, COVID-19 and other infectious disease testing and other medical treatment consistent with the ORR Policy Section 3.4. Medical Services. Depending on site-specific conditions, the Contractor must arrange phlebotomy, mobile imaging, and another point-of-care diagnostic testing (e.g., strep, pregnancy testing) services directly with a company that is Contracted via Point Comfort Underwriters, ORR's 3rd party insurance underwriter. See below regarding CLIA Certificate requirements.

[ORR Policy Guide 3.4 Health Care Services](#)

[ORR Policy Guide 3.4.2 Initial Medical Examination.](#)

[ORR Policy Guide 3.4.4 Medication Administration and Management.](#)

[ORR Policy Guide 3.4.5 Responding to Medical Emergencies](#)

[ORR Policy Guide 3.4.6 Management of Communicable Diseases](#)

[ORR Policy Guide 3.4.7 Maintaining Health Care Records and Confidentiality](#)

[ORR Policy Guide 3.4.8 Medical Clearance Prior to Release or Transfer](#)

5.4.4 Sick Call

The Contractor shall provide sick call twenty-four (24) hours per day, seven (7) days/week.

The site shall operate at the level of Pediatric Urgent Care to mitigate reliance on local healthcare facilities which are facing higher hospitalization rates due to the COVID-19 pandemic. It is ill-advisable to bring children in COVID-19 isolation to medical facilities (except for extreme emergencies) for minor medical issues.

The Contractor shall procure supplies and durable medical equipment to manage musculoskeletal injuries (X-rays, splinting/casting) and laceration repairs among other minor injuries. The Contractor shall procure point-of-care testing for common communicable diseases (influenza, strep) as well as other conditions (glucose, pregnancy testing).

5.4.5 Emergency Medical Services

Emergency medical services shall be in accordance with ORR Policy Guide Section 3.4.5 Responding to Medical Emergencies.

- Care provider staff must follow these steps in the event of a medical emergency:
- Contact 9-1-1 and arrange the child's transportation to the nearest emergency room (ER) for evaluation.
- Render first aid as necessary until 9-1-1 responders arrive on the scene. Staff providing CPR must use a mouthpiece or do hand-only CPR.
- Employ Standard Precautions (that can be acquired by contact with blood, body fluids, non-intact skin, and mucous membrane) to reduce the risk of exposure/transmission of potentially infectious materials.
- Notify immediately the care provider's Program Director of the medical emergency and the actions employed.
- Submit an Emergency SIR to ORR within 4 hours of the ER visit.
- Notify the following stakeholders of the medical emergency within 48 hours of the emergency incident, per guidelines in UC MAP Section 5.8 Reporting Emergencies, Significant Incidents, and Program-Level Events.
- If hospitalization is recommended by the ER physician, contact the child on a daily basis by telephone and visitation.

- Provide ORR and DHUC with regular updates on the child's health status and progress as agreed upon by reporting officials.
- If hospitalization is not required, obtain medical records or other documentation verifying that the child is stable enough for release to the care provider (for example, written doctor authorization or order, discharge instructions recommending release to the program with follow-up care) upon discharge.
- Discuss the case with the care provider's case management and clinical staff. Evaluate whether the care provider can meet the child's medical needs. Review the ER or hospital discharge plan and implement treatment recommendations.
- Request medical records related to the emergency treatment and any inpatient treatment from the medical services provider.
- Maintain records in the child's health files.

The Contractor shall provide all personnel, products, and materials to perform emergency medical assessment and treatment 24 hours a day 7 days a week to stabilize a child prior to ER transfer.

The Contractor shall provide sufficient operable AEDs located throughout the facility in areas of larger gatherings that are routinely tested as per American Heart Association guidelines. There shall be trauma bags and staff with basic life support training situated in strategic locations around the facility to ensure timely emergency response and shall be approved by COR.

The Contractor shall have an ORR-approved written emergency response/evacuation plan and shall conduct drills to ensure an appropriate, timely, emergency response. The plan shall be required to be in place prior to UC occupancy and approved by the COR.

The Contractor shall establish relationships with local EMS and tertiary facilities to ensure continuity of medical care and streamline communication.

The Contractor shall provide vehicles for non-urgent/emergent transfers of UCs to and from healthcare facilities or outpatient clinics. The Contractor shall not use EMS vehicles for non-urgent/emergent transport.

5.4.6 Pregnancy Testing and Family Planning Services

- The Contractor shall administer urine pregnancy tests to all females who are 10 years of age and older, or females under 10 years of age who have reached menarche for pregnancy or have reported sexual activity in accordance with UC MAP 3.3.
- The Contractor shall ensure pregnancy screening is conducted before vaccine administration so that vaccines not appropriate for pregnant UCs are withheld. In accordance with UC MAP 3.4.2, live virus vaccines (MMR and varicella), human papillomavirus (HPV), and polio (IPV) vaccines should be deferred for pregnant girls, but pregnant girls must receive all other indicated vaccinations: https://www.cdc.gov/vaccines/pregnancy/hcp-toolkit/guidelines.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fvaccines%2Fpregnancy%2Fhcp%2Fguidelines.html unless otherwise advised by a medical professional.
- The Contractor shall provide pregnancy test supplies and equipment.
- The Contractor shall provide family planning services to include comprehensive information about, and access to, medical reproductive health services and emergency contraception as per ORR guidelines.
- The Contractor shall follow policy requirements found in the Policy Memorandum on Medical Services Requiring Heightened ORR Involvement and related procedures.
- ORR's policy and responsibility with regard to UC seeking an abortion, is addressed in Medical Services Requiring Heightened ORR Involvement (Sept. 29, 2020): https://www.acf.hhs.gov/sites/default/files/documents/orr/garza_policy_memorandum.pdf
- Congress made the Secretary of HHS responsible for the care and custody of all UC. 8 U.S.C. § 1232(b)(1). Given the authority that Congress vested in HHS, the legal position of HHS is that state courts cannot lawfully compel the ORR federal staff or ORR care providers to: consent to the provision of abortions to UC; bring UC to state court; facilitate access to UC by state-

appointed guardians or attorneys ad litem; or provide a state court, or a state-appointed guardian or attorney ad litem, with access to federal records. HHS has determined as a matter of policy that HHS and ORR federal staff will exercise their delegated federal custodial authority in a manner informed by child welfare principles and in alignment with state law governing the conduct of medical providers who provide abortions to minors.

- ORR care providers must notify the ORR federal staff of any UC who is pregnant or requesting an abortion using the Significant Incident Reporting mechanism in section 5.8 of the ORR Policy Guide. ORR federal staff and ORR care providers shall not take actions to obstruct or interfere with UC access to state judicial bypass proceedings (however ORR is not required to fund representation in those hearings), non-directive options counseling, abortion counseling, or an abortion. ORR federal staff and ORR care providers shall ensure UC have access to medical appointments related to pregnancy in the same way they would with respect to other medical conditions.

5.4.7 Testing Services

- The Contractor shall ensure that an appropriate CLIA Certificate of Waiver is completed for diagnostic testing performed on-site, including point-of-care pregnancy, COVID-19 testing, and another rapid diagnostic testing.
- The Contractor shall provide ORR a copy of the CLIA Certificate of Waiver; The Contractor must notify ORR within 24 hours if they do not have a CLIA Certificate of Waiver and cannot obtain one prior to beginning operation.
- The Contractor will have a designated location for lab testing with appropriate safety measures to ensure safe handling and processing of specimens. It is required that the contractor have access to a laboratory that can provide test results within 2-3 business days.

5.4.8 Tuberculosis Screening (TB)

The Contractor shall screen all UCs for tuberculosis as per ORR policies & procedures.

TST/PPD skin test	Children <2 years
IGRA	Children 2-17 years
CXR	Children 2-14 years with +IGRA All children ≥ 15 years of age

The Contractor shall provide all necessary supplies to perform the Purified Protein Derivative (PPD) skin test and arrange phlebotomy and X-ray imaging through a diagnostic testing company Contracted with Point Comfort Underwriters.

5.4.9 Vaccination

- The Contractor shall vaccinate all UCs consistent with ORR policies, procedures, and field guidance.
- At the time of IME, the Contractor shall administer all appropriate immunizations as recommended by the Advisory Committee on Immunization Practices' Child and Adolescent Immunization Schedule and approved by HHS' Centers for Disease Control and Prevention: <https://www.cdc.gov/vaccines/schedules/hcp/imz/catchup.html>
- All recommended vaccinations must be administered concurrently unless otherwise advised by a medical professional.
- The Contractor shall administer the COVID-19 vaccine at the time of the IME. The Contractor shall follow ORR's consent policies for COVID-19 vaccine administration
- The Contractor shall administer influenza vaccine when seasonally available.
- The Contractor must be registered as a VFC (Vaccines for Children) and State COVID-19 vaccine provider and is responsible for meeting the regulatory requirements of these programs. The

Contractor is responsible for procurement of all vaccinations through the VFC program and necessary supplies.

- The Contractor shall identify a private source of vaccinations where an emergency supply (48-72hrs worth of vaccine) can be delivered within 24hrs should VFC vaccines become exhausted, or shipments delayed. If the Contractor is forced to order private vaccinations for reasons outside of their control, ORR will cover the cost subject to review and approval by the COR.
- All immunizations shall be documented in the UC Portal and state Vaccine registry.
- The Contractor shall hire a vaccine coordinator. This staff member will exclusively be responsible for compliance with ORR's vaccine requirements, VFC, and COVID-19 provider requirements and overseeing vaccine administration and supply.
- The Contractor is responsible for having personnel and medications (e.g., Epi-Pens, Benadryl, Albuterol, oxygen, IV fluids) immediately available and in close proximity during all vaccination clinics in the event of an anaphylactic reaction.

5.4.10 Medication Administration and Management

- The Contractor shall adhere to ORR policies on Medication Administration.
- The Contractor shall establish an agreement with at least one pharmaceutical wholesaler in order to stock mass quantities of prescription and over-the-counter pharmaceuticals, as well as medical supplies needed to provide (treatment and preventative) care for the UC population. Upon request, ORR can provide a limited formulary appendix. As a prerequisite to such an agreement, the Contractor must ensure the wholesaler has the capability to supply products (even when needed in relatively large quantities) within a "one-business-day" turnaround.
- The Contractor shall ensure that it has logistics (e.g., transportation) to facilitate delivery of products from its wholesalers, or dispensations from community pharmacies.
- The Contractor shall establish a pharmacy infrastructure on-site, with the ability to dispense medications 24/7, managed by a full-time pharmacist, and development has written medication management and safety policies.
- The medication management policies and procedures will include a system to ensure children receive all doses of scheduled medications in a timely fashion and that medication administration is appropriately documented.
- The Contractor shall implement safe and secure storage of all medications and medical supplies.

5.4.11 Dietary Needs and Allergies

The Contractor shall track UC dietary restrictions as a result of underlying medical conditions or allergies as well as other medical conditions and shall communicate this information to all relevant support staff.

5.4.12 Medical Documentation and Reporting

- The Contractor shall ensure that all health assessments performed by a Mid-level professional or higher (e.g., MD, NP, PA, PhD, PsyD, DDS) and are documented in the UC Portal within 48 hours of the evaluation. All diagnoses, immunizations, infectious disease lab testing, medications, dietary and physical restrictions resulting from an identified medical condition(s) must be documented in the UC Portal, per ORR Policy Guide. In addition, all health records (e.g., lab results, office notes, Health Assessment forms, immunization records) must be uploaded to the Health tab in the UC Portal, including records from offsite evaluations (e.g., emergency room visits, hospitalizations, specialist appointments) within 48 hours of the evaluation or as soon as available (must occur prior to discharge/transfer). A child cannot be discharged/transferred with an incomplete paper or UC Portal health record.
- The Contractor shall ensure that all medical staff is trained on health data entry into the UC Portal by ORR or through ORR-approved training materials prior to data entry. The Contractor shall identify a Health Data Lead who shall be responsible for ensuring data quality and work with ORR to improve performance. The Contractor shall develop and deliver training for all new staff that is ORR approved on health data entry.

- The Contractor shall preserve all medical records as per ORR records retention policies and newly implemented guidance's as directed.
- The Contractor shall ensure that medical staff complete the Influx Transfer Checklist and Transfer Record of Public Health and Medical Information form at the time of physical transfer/discharge and include the relevant Sponsor letters in the UC's packet. The Contractor shall work with the case management team(s) to ensure a list of follow-up medical resources is provided to the UCs upon unification utilizing HRSA's Federally Qualified Health Center (FQHC) locator <https://findahealthcenter.hrsa.gov/>.
- In addition to entering vaccines administered in the UC Portal, the Contractor shall enter all administered immunizations in the state vaccine registry.
- The Contractor shall follow all health-related incident reporting guidelines required by the jurisdiction in which the site is located and shall develop an appropriate action plan for addressing any subsequent risks or issues that are identified. The Contractor shall follow the policy for records that UC must be provided at discharge.

5.4.13 Other Medical Services

The Contractor shall arrange for or provide the following services:

- Onsite capability for remote and/or telehealth services.
- Routine medical supplies, equipment, and medications as needed, including Personal Protective Equipment (PPE) for the Contractor's personnel and visitors and masks for the UCs upon entry to the site if required by current protocols; and
- Medical waste collection and disposal services.

The Contractor will provide occupational health services to support staff wellness:

- Assigning an Occupational Health Coordinator (RN or higher level of licensure) to administer the Occupational health program; and
- The Occupational Health coordinator will work with the local health department, ORR, and CDC to determine quarantine/isolation requirements for staff who have been in contact with or are suspected to have COVID-19, influenza, strep pharyngitis, or other communicable diseases of public health concern.

Developing Occupational Health protocols and procedures, including:

- Communicable disease screening and prevention (per ORR, OSHA, and CDC guidelines), screening and prevention of work-related health injuries and illness, treatment and follow-up of minor work-related injuries and illnesses, and guidelines on referrals to a higher level of care.
- Providing necessary supplies, equipment, test solutions, and staff who are properly trained to perform respirator FIT test procedures for on-site staff in accordance with the OSHA Respiratory Protection Standard 29 CFR 1910.134. The Contractor shall ensure equipment is calibrated as necessary and in working order. Fit testing is required for all staff working in, or frequenting, an area deemed high-risk. This staff are identified by the respective functional area (i.e., Direct Care, Case Management, etc.). The staff names, as well as the mechanism to track their testing, shall be kept on the functional area's PERSTAT – akin to the way that training records are kept.

The Contractor shall create local policies and procedures and develop a staff orientation and training program to ensure consistent provision of care and adherence to ORR policies and mission goals in the face of staff turnover. Policies and procedures must be stored in a manner that is accessible to staff.

The Contractor shall hire a Healthcare Quality and Compliance Officer for oversight of clinical operations.

5.4.14 Communicable Diseases

- For the purpose of this document, quarantine refers to separating individuals who were exposed to a contagious disease to see if they become sick. Isolation refers to separating sick individuals with a contagious disease from other individuals.
- The Contractor shall conduct operations in accordance with ORR Policy 3.4.6 Management of Communicable Disease: <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-3> #3.4.6 and in accordance with recent information as per CDC guidance
- The Contractor shall ensure that the site contains designated structures for the quarantine and isolation of UCs diagnosed with infectious disease. The quarantine structure must be separate from the isolation structure. The isolation and quarantine structures must be able to hold 10% of the site's capacity.
- From intake to release, care providers must observe all children for signs and/or symptoms of communicable diseases and act accordingly to protect others against possible infection.
- The Contractor shall ensure that UCs with signs or symptoms of a communicable disease, for example, varicella, hepatitis A, or suspected tuberculosis (TB) are immediately isolated. The Contractor shall follow CDC guidance with regards to the length of isolation and quarantine of the suspect/confirmed case and potentially exposed UC, respectively. The Contractor shall document the UC's infectious condition in the UC Portal within 4 hours of the suspect or confirmed diagnosis. UC infectious disease exposures should similarly be documented in the UC portal.
- ICF must have an identified space within the shelter facility that shall be used for quarantine or isolation in the event that an unaccompanied child must be separated from the general population for a medical reason. The space must be suitable to house a child for days or weeks until he or she is medically cleared to return to the general population.
- Contractors must provide regular updates to ORR regarding the mental and physical health of children in isolation. Children must continue to receive tailored services (educational, medical, recreational, social, and legal services) when feasible.
- The Contractor shall follow reportable disease reporting requirements, as per the jurisdiction in which the ICF is located.
- The Contractor shall ensure staff uses appropriate PPE when caring for UCs in isolation or quarantine for communicable diseases. This shall include performing N95 mask FIT testing for staff as well as training in donning and doffing PPE.
- The Contractor shall have robust capabilities for mitigating communicable disease outbreaks of public health concern. This includes the ability to conduct case investigations of infected staff members and UCs and carry out mitigation measures with exposed persons (e.g., testing, prophylaxis, quarantine) under the remote guidance of DHUC. This is especially important for staff and UC COVID-19 testing and contact tracing, given the high-transmission risk setting.
- The Contractor will conduct ongoing public health and communicable disease sentinel surveillance by reviewing medical visit logs routinely to identify concerning trends related to chief complaints related to gastrointestinal disease, respiratory disease, or injury.

5.4.15 Medical Staffing

The Contractor will provide medical staff to support the operations described above. The providers shall have a medical license in the state of the ICF and must successfully pass all pertinent and required FBI-based background checks, drug screens, and child abuse and neglect checks (CAN) (if not waived by ORR). The Contractor shall provide an appropriate mix of qualified personnel which will include the following types of professionals in the following ratios (per 500 UC):

- Physicians (MD)/DO: 1 (at least one pediatrician is required on medical team/full facility capacity)
- Physician's Assistants (PA)/Nurse Practitioner (NP): 5
- Registered nurses (RN): 5
- Licensed Vocational Nurse (LVN)/Medical Assistant (MA): 10
- EMT (Emergency Medical Technician): 5

Recommended support staff ratios:

- Admin (scribes/data entry): 12
- Medical Translators: 5
- Medical case manager: 3
- Pharmacist: 1
- Pharmacy Tech: 5
- Public Health Officer: 1
- Safety Officer: 1
- Medical logisticians (errands, transport, hospital escort): 4

The Contractor may supplement more physicians in lieu of PA's/ NP's maintaining this ratio; in other words, the Contractor may replace a lower-level position, with a staff member with a higher-level training – an MD can replace mid-level, but a mid-level cannot replace an MD. Residents may fill PA/NP staffing but must have on-site attending supervision.

Clinical Leadership - the Contractor shall ensure key clinical leadership positions are consistently staffed, and that there is a clear delegation of authority in writing for each of these positions. These positions shall have an alternate back-up staff member to serve during any staff absence:

- CMO (Chief Medical Officer)
- Deputy CMO
- Director of Nursing
- Deputy Director of Nursing
- Clinic Manager
- Vaccine coordinator
- Occupational Health Specialist (RN or higher required)
- Quality Assurance Specialist
- Health Data Lead

The Contractor shall provide overnight coverage 7 days per week. Providers with Pediatrics, Med/Peds, Family Medicine, Peds Emergency Medicine backgrounds strongly preferred. Bilingual Spanish speaking clinical providers are strongly encouraged to facilitate services to UCs who have language and literacy barriers.

If the Contractor is unable to hire Spanish-speaking providers, they will need to provide in-person Spanish interpreters to serve in the clinical areas.

5.4.16 Medical Services – Performance Requirements Summary

TABLE 4 - MEDICAL SERVICES PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Testing and Initial Medical Screening (including COVID-19)	5.4.1-5.4.2, 5.4.6-5.4.9	Reference UC MAP 3.4.2 and Field Guidance #6 COVID-19 Intake Procedures. Upon arrival, UC are tested for COVID-19 using PCR testing, and an initial medical screening is completed, using the Influx Intake Health Screening form.	The initial screening is performed by licensed physicians or mid-level providers. A more comprehensive health assessment is performed for UC with abnormal exam findings. The initial medical screening (and subsequent follow-up assessment for UC with abnormal findings) takes place within 48 hours of admission for all UC. - Documentation of exam is maintained by medical providers and entered into ORR Database/System of Record within 48 hours.	COR will monitor the Contractor provided data by periodic inspection. Review of admission timestamp data and medical screening timestamp data Documentation of health exam data in ORR Database/System of Record
Ongoing Medical Services	5.4.4 – 5.4.7	Ongoing medical services that continue past the initial screening, including medical history interviews and physical exams, phlebotomy, point-of-care urine pregnancy testing, prescription administration and documentation, vaccinations, COVID-19 testing, and other medical treatment consistent with ORR Medical Services Policy Section 3.4, and UC MAP 3.4.2 and 3.4.3 are provided to UC.	Urgent care services are provided 24 hours per day, 7 days per week. All medical emergencies are addressed by contacting 9-1-1 and arranging for transportation to the nearest ER. Family planning services, including screening all females over 10 years old, or females under 10 who have reached menarche or reported sexual activity, for possible pregnancy by conducting a urine pregnancy test, are provided. Pregnancy screening is conducted before vaccination protocol so that vaccines not medically appropriate for pregnant women per CDC guidelines are withheld. Pregnancy test supplies and equipment are provided. - An appropriate Clinical Laboratory Improvement	COR will monitor the Contractor provided data by periodic inspection and random sampling. On-site observation of urgent care services Random sampling of medical emergency records and documentation On-site observation of pregnancy screening and vaccine administration

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
			Amendments Waiver is completed for diagnostic testing performed on site.	
Communicable Disease Management	5.4.14	<p>ORR Policy Guide 3.4.6 -From intake to release, UC are observed for signs and symptoms of communicable diseases.</p> <p>UC with signs or symptoms of communicable disease, for example varicella, hepatitis A, or suspected TB, are immediately isolated. CDC guidance is followed with regards to the length of isolation of the case and quarantine of close contacts.</p>	<p>ORR is alerted within 4 hours when a UC is diagnosed with a reportable disease based on applicable state law. Reportable disease reporting requirements are followed, as per the jurisdiction in which the facility is based.</p> <p>- Staff use appropriate PPE when caring for UC in isolation or quarantine. Care providers must have an identified space within the shelter facility that may be used for quarantine or isolation in the event that an unaccompanied child must be separated from the general population for a medical reason. The space must be suitable to house a child for days or weeks</p>	<p>COR will monitor the Contractor provided data by random sampling of:</p> <p>UC isolation/quarantine compliance records</p> <p>Reportable disease records</p>

5.5 Medical Facility

The Contractor shall:

- Provide a minimum of 5000 RSF of space for a medical clinic. The space shall include offices, exam rooms, and a waiting area.
- The medical space must have a dedicated HVAC supply that is separately controlled and able to support 6 air changes per hour.
- Provide medical quarantine and isolation housing for children diagnosed with or exposed to infectious diseases. The quarantine structure must be separate from the isolation structure. The isolation and quarantine structures (combined) must be able to hold 10% of the site's capacity. The structures must allow for separation of different infectious diseases (i.e., cannot be open-interior [barracks-style] housing) Isolation and quarantine facilities must each contain their own toilet and shower facilities and provide sufficient space for children to eat meals within the facility.

5.6 Behavioral Health Services

The following behavioral health services shall be provided:

- The Contractor shall secure staffing and supervision to provide evidenced-based behavioral health services and case management to all UCs in temporary HHS custody.
- Behavioral and mental health services shall be integrated into the intake process, medical services and into the day-to-day operations of the facility.
- Mental Health Providers/Licensed Clinicians shall conduct focused assessments for each UC to screen for symptoms, conduct a formal mental status exam, screen for human trafficking concerns, and to determine the need for crisis intervention.
- The assessment and formal mental status exam shall be appropriately documented in the ORR Database/System of Record within 48 hours of completion.
- Individualized care plans/treatment plans shall be developed for each child and will consider the anticipated length of stay and the needs of the UCs. The plan will specify the frequency of sessions with a licensed provider and will be periodically updated based on the needs of the child.
- At least one (1) individual counseling session per week shall be conducted by clinically trained mental health staff with the specific objectives of reviewing the minor's progress, establishing new short-term objectives, and addressing both the developmental and crisis-related needs of each minor.
- Group counseling sessions shall be conducted at least twice a week. Clinically trained staff will provide group counseling that involves therapeutic content, such as psychoeducation around mental health issues, identification of healthy coping skills, mindfulness, processing of life stressors shared by group members, etc.
- Town halls will be conducted once weekly. These sessions are usually informal and take place with all unaccompanied children present. The sessions give new unaccompanied children the opportunity to get acquainted with staff, other children, and the rules of the program. This is an open forum where everyone gets a chance to speak. Daily program management is discussed, and decisions are made about recreational and other activities. This forum allows staff and unaccompanied children to discuss whatever is on their minds and to resolve problems.
- Trained staff shall conduct psychoeducation and skill-building sessions for all children.
- Licensed staff shall provide focused intervention for identified higher-risk UC.
- Psychoeducation shall address psychiatric and substance abuse conditions, life stressors, and crises, stress-related physical and emotional symptoms, and health behaviors.
- Psychoeducation shall also include teaching healthy coping strategies to all UCs.
- Identified higher need UC shall receive more focused crisis prevention and intervention. This shall include individual and/or group sessions that encompass a broad range of services to assess for immediate risks, reinforce coping skills and refer for urgent or emergency psychiatric care as needed. These services shall be provided by mental health professionals with an active state license.
- Behavioral health services shall be delivered onsite whenever possible and/or remotely via telehealth (75% to 25%), depending on the urgency and level of service need and severity of the child's condition.
- The Contractor shall coordinate with outpatient and inpatient providers in the community to provide additional behavioral health services for UC when needed.
- All licensed providers shall maintain current state licensure in the state where the ICF is located and must successfully pass all pertinent and required FBI-based background checks, drug screens, and child abuse and neglect checks (if not waived by ORR). All providers shall have at least 1 year of pediatric mental health experience.
- The Contractor is strongly encouraged to engage bilingual Spanish-speaking behavioral health providers.
- The Contractor shall have access to language line use/translation services for other languages as required and directed by ORR.
- Case management services shall ensure the FFS, ORR and DHUC are informed of the minor's behavioral care and needs for transfer consistent with ORR Policy Guide.

5.6.1 Behavioral Health Services Performance Requirements Summary

TABLE 5 - BEHAVIORAL HEALTH SERVICES PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Behavioral health services shall be delivered onsite and/or remotely via telehealth.	5.6	Individualized care plans/treatment plans are developed specifically for each child. The frequency of sessions with a licensed behavioral health provider is determined based on clinical need, and each child's anticipated length of stay. A mental health assessment is completed for all UC and documented accordingly in the ORR Database/System of Record. Ongoing individual and group counseling, screening for human trafficking concerns, and crisis intervention is provided for all UC in care.	<ul style="list-style-type: none"> - 100% of UC have a mental health assessment documented within 7 days of admission. - 100% of UC have an individualized care plan/treatment plan documented within 7 days of admission. - Patient records are maintained in the UC Portal within 24 hours of delivering care. - At least 75% of behavioral health services are conducted onsite and no more than 25% remotely. 	COR will monitor the Contractor records in ORR database/system of record through random sampling to assess: Documentation of a care plan/treatment plan; Documentation of a mental health assessment. COR will monitor the Contractor provided data by periodic inspection on remote vs. onsite statistics compared to goal.
Contractor shall ensure appropriately vetted Behavioral Health providers are hired and retained.	5.6	<ul style="list-style-type: none"> - Staffing ratio of at least one Lead Licensed Clinical Counselor for every ten Licensed Clinical Counselors is established and maintained. - Staffing ratio of at least one Licensed Clinical Counselor/Licensed Social Worker for every 12 children is established and maintained. 	<ul style="list-style-type: none"> - Within twelve (12) weeks after Notice to Proceed, Contractually specified staffing ratios are established and maintained. - Updated behavioral health providers matrix is provided no later than 2 days after any changes occur. - Behavioral Health provider turnover rate is <25% per month. - Behavioral health services for UC are provided in accordance with current ORR Policies and Procedures. - All providers have current state licensure in the state where the facility is located. 	<p>COR will monitor the Contractor provided data by 100 percent inspection.</p> <ul style="list-style-type: none"> - Key provider turnover statistics - Provider licensure will be reviewed for compliance with requirements. - Background check documentation will be verified.

			- - All providers successfully pass all pertinent and required background checks, drug screens, and child abuse and neglect checks.	
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5.7 LINE OF SIGHT SUPERVISION SERVICES

5.7.1 General Supervision Services

The Contractor shall provide required care provider services for UCs in ORR care, including:

- Direct care and monitoring of UCs.
- Support with the delivery of educational services based on level of ability.
- Engage in recreational and leisure activities with UCs.
- Collaborate with other providers on behavioral management policies and protocols.
- Incorporate access to services related to culture, language, and religious observances.
- Ensure the physical safety of the UCs.
- Provide same gender supervision for any area where unaccompanied children regularly undress, including restrooms and showers in accordance with ORR guidelines.
- Maintain line-of-sight supervision of assigned children at all times.
- Ensure the staff has completed necessary training based on ORR Policy Guide.

The Contractor must ensure the minimum staffing levels are in accordance with ORR Policy or what is determined to be best practices based on location and approved by the COR.

Safety Services

5.7.2 Unauthorized Attempts to Leave the Facility by a UC

The Contractor shall comply with policies and procedures for staff in the event that UC attempts to leave the facility without permission. All such policies and procedures must be consistent with ORR Policy Guide, UC MAP, and state and federal laws. The Contractor shall document in writing any such attempt, successful or unsuccessful, **and provide the Report to the UC's case manager within 2 hours.**

The Contractor shall **notify** local law enforcement immediately upon discovery that UC has left the facility without permission. The Contractor shall provide **an Incident Report** in writing to the COR within 24 hours of learning that a UC left the facility without permission. The incident report must include a description of the incident (including the report submitted to the UC's case manager), the current status of the UC (e.g., still missing or returned to the facility), steps are taken to locate and secure the UC, a description of how the UC was able to leave the facility without permission, and steps that the Contractor has taken and or will take to ensure that UCs are not able to leave the facility without permission in the future.

5.7.3 Safety Plan for the Facility

The Contractor shall develop a Safety Plan for the facility and shall train personnel on the safety plan for the facility, including, but not limited to, the procedures for evacuations (for example due to a hurricane, fire, or other emergencies), medical and mental health emergencies, and disease outbreaks.

5.7.4 Individualized In-Care Safety Plans

The Contractor shall develop individualized care safety plans and ensure that all personnel are aware and kept up to date on individualized safety plans and that such plans are used to determine the level and type of care UCs receive. The Contractor personnel shall work closely with the case managers and help to

provide additional information that may be material to establishing or modifying UC's individualized in-care safety plan.

5.7.5 Reporting Violent and Inappropriate Behavior

The Contractor shall generate an **Emergency Incident (EI)** in accordance with ORR Policy 5.8.1 related to violent and/or inappropriate behavior by UC.

Violent behavior includes, but is not limited to, verbal threats of violence, assaultive behavior, and all other behavior where a UC knowingly and intentionally puts another in harm's way. Inappropriate behavior includes allegations of physical abuse, sexual harassment, words, or actions that are threatening and are directed toward a specific individual or create a hostile environment for other UCs or Contractor staff, and unwanted or inappropriate sexual conduct.

If an act of violence or inappropriate behavior occurs within the facility, or by a UC housed in the facility while off-site, Contractor staff must write an incident report as soon as possible. The incident report is to include supplemental statements by all individuals who witnessed the incident and by any individuals considered to be "victims." If any witnesses or "victims" are not able to write their own supplemental statements due to their level of literacy, Contractor staff will assist the witnesses and/or "victims" in writing their supplemental statements. The UC considered "at fault" must be given an opportunity to provide a statement for the report but must be informed that they are not required to do so and that any statements that they provide may be given to the police for purposes of a criminal investigation. The report must be submitted to the case managers for the UC considered "at fault" and to the UC considered "victims." The report must also be provided to the COR.

Reporting these events to ORR helps to ensure that significant incidents involving UCs are documented and responded to in a way that protects the best interests of children in ORR care, along with their safety and well-being. Reports are primarily meant as internal records whose purpose is to document and communicate incidents for ORR's immediate awareness (and not, for example, as legal documents, medical or clinical records, or as dispositive decision documents regarding aspects of a UC's case management needs), incident reports and significant incident reports are not a complete or comprehensive record of a UC's time in care. Unless otherwise stated, information may not be fully verified; the incident itself or actions to address the incident may be ongoing and require several addendums. Further, an incident report is not intended to provide a complete context (such as trauma, other incidents) of the incident described or of the child's experience in their home country, journey, or time in care.

The Contractor shall contact local law enforcement and shall ensure that local law enforcement is given access to the facility for purposes of an investigation. Contractor personnel shall not do anything to obstruct or hinder an investigation by law enforcement.

5.7.6 Reporting Incidents of Violent and Inappropriate Behavior by Staff

In collaboration with the Case Managers, the Contractor shall develop and comply with procedures by which UC can report violent or inappropriate behavior within the facility, either by name or anonymously. The procedure must be approved by the COR prior to implementation of the procedures.

All UC must be informed of the policy and procedures upon initial entry into the facility, and signs detailing the policy and procedures must be posted around the facility (at the eye level of the intended audience). The signs must be clear, conspicuous, legible, accessible by the UC, and posted in both English and Spanish in a child-friendly format (simplified language, use of graphics and/or pictures, etc.).

The Contractor shall immediately notify the COR of all incidents reported by UCs regarding violent and inappropriate behavior from staff on-site and off-site. If the report constitutes a state or federal crime, the Contractor must notify local law enforcement immediately. If a member of Contractor personnel is accused of violent or inappropriate behavior, the Contractor shall remove immediately, or arrange to have removed, the individual from the facility pending an investigation.

5.7.7 Recreational Supplies and Leisure Time Activities

As soon as possible and to the maximum extent practicable, the Contractor shall develop Recreation and Leisure Plans that include daily outdoor activities for UC in their care. The plans shall include at least one (1) hour per day of large muscle activity and one (1) hour per day of structured leisure time activities other than television (three (3) hours per day on weekends or holidays).

5.7.7.1 Nutritional Services

ICF Site must provide nutritional services in accordance with U.S. Department of Agriculture and U.S. Department of Health and Human Services nutritional guidelines and State licensing requirements. They also must establish procedures to accommodate dietary restrictions, food allergies, health issues, and religious or spiritual requirements.

5.7.8 Telephone Calls, Visitation and Mail

The Contractor must ensure the privacy and safety of all UC by complying with internal policies and procedures for telephone calls. Attorneys representing UC have unlimited telephone access to UC and the child may speak to other appropriate stakeholders, such as their consulate, the case coordinator, or child advocate.

The Contractor, in collaboration with case managers, shall create a List of Approved and Prohibited Persons that a UC may contact and may only prohibit telephone calls if they can document valid reasons for concern (e.g., suspected smuggler or trafficker or past trauma with a particular individual).

The Contractor shall comply with visitation policies that ensure the UC and care provider staff are safe and the UC may communicate with the visitor in private. Care providers must have an alternative public place for visits. Visitation must be supervised by staff in a way that ensures safety but respects the UC's privacy and reasonably prevents the unauthorized absence of the child.

5.7.9 Behavior Management Services

The Contractor shall comply with written policies and procedures for behavior management, including rules for the program, rewards, and consequences for behavior. The Contractor shall document planned Behavior Management Strategies to be used by care providers for each UC that meet child welfare best practice standards. The Contractor shall implement behavior management policies upon ORR's approval.

Prior to employment, each member of the Contractor's personnel must sign a Code of Conduct, which details required behavior by staff when supervising UC. The Contractor shall provide personnel with a copy of Section 4 of ORR's Policy and Guidance. Prior to supervising any UCs, the Contractor personnel must sign a document acknowledging that they have received, reviewed, and understand Section 4 of ORR's Policy and Guidance. The Contractor shall provide to the COR monthly a list of vetted personnel that have signed the Code of Conduct and shall keep the list updated as staff changes occur.

If at any time it is reported or suspected that a member of Contractor personnel has violated the Code of Conduct, ORR's Zero Tolerance Policy, or any other ORR policy or guidance, the Contractor personnel suspected of the violation must be removed from the facility immediately.

5.7.10 Educational Services

The Contractor shall provide educational services based on the individual academic development, literacy level, and linguistic ability of each UC:

- The Contractor shall conduct an Educational Assessment within seventy-two (72) hours of a UC's admission into the facility in order to determine the academic level of the child and any particular needs he or she may have.

- The Contractor shall provide planned curriculums for each grade level and shall identify how the curriculum applies to each UC. Each UC must receive a minimum of six (6) hours of structured education, Monday through Friday, throughout the entire year in basic academic areas (Science, Social Studies, Math, Reading, Writing, Physical Education, and English as a Second Language (ESL), if applicable. The Contractor shall provide learning materials to be used for each curriculum. These learning materials must reflect cultural diversity and sensitivity.
- The Contractor shall include academic reports and progress notes in the UC's case file which is either sent to another care provider in the event of a transfer or released to the UC or the Sponsor upon discharge.

5.7.11 Line of Sight Supervision Services Performance Requirements Summary

TABLE 6 – LINE OF SIGHT SUPERVISION PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Staffing	5.7.1	A cadre of qualified staff are recruited and maintained to provide direct care and monitoring in accordance with ORR standards	<ul style="list-style-type: none"> • 100% of staff must meet all ORR and state-mandated background check requirements prior to their entrance on duty 	<ul style="list-style-type: none"> • COR will review Contractor staffing reports
Training	5.7.1	Staff has the requisite certification(s)/licensure and expertise, including CPR certification, skills, abilities, and training required to perform the task(s) to which they have been assigned	<ul style="list-style-type: none"> • 100% of staff vetted prior to commencement of work possess required expertise, training, and qualifications 	<ul style="list-style-type: none"> • COR will review Contractor staffing reports
Unauthorized Attempts to Leave the Facility by UC	5.7.2	Staff compliance with policies and procedures if an UC attempts to leave the facility without permission	<ul style="list-style-type: none"> • Report the incident to UC case manager no later than two (2) hours upon discovery • Notify local law enforcement immediately upon discovery • Provide an incident report in writing to the COR within twenty-four (24) hours upon discovery 	<ul style="list-style-type: none"> • COR will randomly sample incident reports
Safety Plan for Facility	5.7.3	Contractor personnel trained on the safety plan put in place for the facility	<ul style="list-style-type: none"> • 100% of Contractor personnel trained on the safety plans within forty-eight (48) hours from starting employment 	<ul style="list-style-type: none"> • COR will review training report
Individualized In-Care Safety Plans	5.7.4	Contractor personnel are aware and kept up to date on individualized safety plans	<ul style="list-style-type: none"> • Contractor personnel work closely with case managers and help to provide additional information that may be material to establishing or modifying an UCs 	<ul style="list-style-type: none"> • COR will randomly review individualized safety plans

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
			individualized in-care safety plan	
Reporting Violent and Inappropriate Behavior	5.7.5	Contractor personnel prepare and submit incident reports to COR and case managers in case an act of violence or inappropriate behavior occurs	<ul style="list-style-type: none"> Incident Report completed within two hours after the discovery of the incident Incident report is supported by supplemental witness statements 	<ul style="list-style-type: none"> COR will randomly review incident reports
Reporting Incidents of Violent and Inappropriate Behavior by Staff	5.7.6	Immediately removing Contractor personnel accused of violent or inappropriate behavior from the facility	<ul style="list-style-type: none"> Removal of Contractor personnel in less than an hour after inappropriate behavior complaint pending further investigation 	<ul style="list-style-type: none"> COR on-site observation
Recreational Supplies Clothing Hygiene Kits	5.7.7	<p>Providing age-appropriate UC recreation supplies as directed by the COR Reference section standards</p> <p>Reference section standards</p> <p>Reference section standards</p>	<ul style="list-style-type: none"> Recreational supplies cover sports equipment, TV and phone, internet, board games, etc. Clothing issue resupply is 100% in accordance with (IAW) the ratios detailed in the Contract. 100% of Hygiene Kits are provided to each UC immediately upon their arrival in accordance with (IAW) the ratios detailed in the Contract. Users must have regular and reliable access to voice and data communication systems such that their ability to carry out their work is not interfered with. 	<ul style="list-style-type: none"> COR will use random inspection to evaluate if recreational supplies meet the needs of UC COR will monitor Contractor using approved techniques & technologies (e.g., survey observations) COR will monitor Contractor using approved techniques & technologies (e.g., survey observations) COR will monitor Contractor using approved techniques & technologies (e.g., survey observations)
Telephone Calls, Visitation, and Mail	5.7.8	Contractor personnel comply with internal policies and procedures for telephone calls and supervised visitation	<ul style="list-style-type: none"> Privacy and safety of all UCs is ensured during the phone call and visitation 	<ul style="list-style-type: none"> COR on-site observation

REQUIRED SERVICE	PWS SECTION	PERFORMANCE STANDARD SUMMARY	MAXIMUM ALLOWABLE DEVIATION/DEFINITION OF SUCCESS	METHOD OF SURVEILLANCE
Behavior Management	5.7.9	Contractor personnel comply with written policies and procedures for behavior management including rules for the program, rewards, and consequences for inappropriate behavior	<ul style="list-style-type: none"> 100% of Contractor personnel sign a Code of Conduct prior to employment 100% of Contractor personnel sign a document acknowledging they have received, reviewed, and understand Section 4 of ORR's Policy and Guidance 	<ul style="list-style-type: none"> COR will review Contractor reports for confirmation
Educational Services	5.7.10	Reference section standards	<ul style="list-style-type: none"> 100% of UC have an education assessment documented within seven (7) days of admission 100% of UC have six (6) hours of educational services a week within seven (7) days of admission 	<ul style="list-style-type: none"> COR will monitor Contractor records in ORR database/system of record through random sampling to assess documentation of a curriculum plan, academic reports, and progress notes, and documentation of an educational assessment COR will monitor Contractor provided data by periodic inspection on remote vs. onsite statistics compared to the goal

6.0 SURVEY TOOL

The Contractor shall develop and implement a survey tool that:

- Ensures access and availability to all ICF staff to report deficiencies, concerns and, observations regarding ICF activities.
- Provides a controlled, detailed, protected/secure, and documentable method of capturing data, assessing the Contractors' work, and most importantly, ensuring UCs safety.
- Collects data from users which will be stored in a Contractor provisioned environment whereby the government retains full and sole rights to the data.

- Accessible by all users simultaneously through a laptop and smart phone to allow for real-time results and quick data analysis.
- Uses simple language at the minimum of 6th to 8th grade level in both English and Spanish, allowing users of all education levels and backgrounds to utilize the tool while ensuring context is clear and concise regarding the intent of the question, and no ambiguity.
- Ease of understanding, use, and confidence that the surveys will yield actionable improvements to conditions identified at the ICF. The survey tool shall support a wide range of user querying questions, utilize question and response options, and aggregate findings to a dashboard, or another comparative analysis method approved by the COR.
- Uses a drop-down format to enable dynamic surveys which use conditional branching or skip logic to exclude or include questions in a survey based on the respondent's answers to previous questions.
- Incorporates, at a minimum, one (1) box of free text limited to 250 characters.

The Contractor shall design the surveys based on COR input. The COR will approve all surveys prior to those surveys being deployed in an operational state. The Contractor shall implement these approved surveys and ensure these surveys are always both operational and accessible through the tool.

Completed surveys shall send automated notifications based on the survey topic (e.g., safety, supplies, services, etc.) to predetermined points of contact for immediate notification of an issue or suggestion and timeliness of resolution. Finally, all surveys must be available in real time to the COR and the COR's team through an Internet connection using cloud storage in a dashboard-like capability.

The survey tool must comply with Section 508 of the Americans with Disabilities Act and include:

- **Expert Template Design:** The Contractor shall allow users to go through a series of questions and topics using dropdown or multiple-choice answers to the maximum extent possible. The survey shall have a free flow text box limited to 250 characters.
- **Survey Logic:** The Contractor shall implement features in the survey tool to automatically allow respondents to skip entire sections of a survey based on previous answers. This feature must dynamically change survey questions or answers, based on answers that have been provided by the respondent, or other variables to lead respondents to the type of survey needed, language preferred, and limit questions to the specific type of survey. The logic for these scenarios will be provided by the Government in consultation with the selected vendor.
- **Data Analysis:** The Contractor shall integrate data analysis into the output of surveys and make this analysis available on a dashboard type capability accessible by the COR and their support team. Data analysis includes charts, Excel graphs, and other graphics, to look over the entire group of respondents, how they answered, and what these answers mean. This capability will support trend analysis to quickly identify areas that require government attention.
- **Website Integration:** The Contractor shall enable website integration to link the survey to a quick access capability such as a quick response (QR) code, limiting access to one link for both English and Spanish surveys. The website integration also includes exporting results of surveys to a real-time dashboard capability to allow the COR and his team access to all surveys and data analysis artifacts such as charts and graphs.
- **Auto Save:** The survey tool must have an auto save capability to support connection issues and crashes or freezes of smart phones and in cases where respondents do not have time to finish surveys. This feature will allow respondents to pick up right where they left off with just click back into the survey, saving all previous work.
- **Multi Language:** The Contractor shall provide surveys in both English and Spanish based on a question answered by the respondent in a drop-down menu at the start of the survey. The Contractor shall incorporate IT interpretation tools or personnel translators to translate Spanish surveys into English and provide the results in English in the dashboard.

- **Question Morphing:** The survey tool will enable question morphing to enable changes to the format of a question. If questions were initially open-ended (requiring a written response), but later the Contractor or COR decide to make the questions multiple-choice, this feature will facilitate the change in the format.

7.0 PROGRAM MANAGEMENT

The Contractor shall manage its work in support of this task and provide the Federal Government with the necessary feedback regarding progress. The Contractor shall be responsible for the following project management activities:

- Project Management Plan (PMP) that fully documents its management approach for the recruitment, delivery, and execution of contracted services. The Contractor shall update its PMP when there are program management changes and changes to the information required. At a minimum, the Contractor's PMP shall include the below-listed requirements:
 - Internal policies and procedures to be used in managing the Contract and resources associated with the Contract.
 - Provide an organizational chart of the Contractor's line of business to be used in the performance of the Contract.
 - Provide a narrative describing how the Contractor will fully integrate the management of the elements of this Contract.
 - Provide a cadre recruitment plan.
 - Describe the management and process for addressing work increases (spikes) and lulls as work priorities and schedules shift.
 - Detail how the Contractor will communicate and conduct regular meetings and reviews with ACF ORR personnel about the required activities and deliverables of the Contract.

7.1 Project Staffing

- The Contractor shall provide the required capabilities to maintain a cadre of qualified staff to support this effort including Temporary Duty (TDY), as required, and generally will be staffed to provide coverage 24 hours/day, seven (7) days per week.
- The Contractor shall provide a staffing and supervision plan that meets ORR's minimum standards, including assurance that staff always maintains line-of-sight supervision of assigned UC.
- The Contractor must complete background investigations on all staff, Contractors, and volunteers prior to hiring to ensure the candidate is suitable for employment to work with minors in a residential setting. Background checks must be completed in accordance with ORR's policies and state licensing requirements. At a minimum, a background check must be updated every five (5) years. For additional information on the specific types of checks that must be completed, please consult the [ORR Policy Guide in section 4.3 Personnel](#). Staff who will have unsupervised direct access to children (e.g., who are physically present) shall have an FBI-based background check and child abuse and neglect check (if not waived by the COR). Staff who do not have direct access to children shall have a public records criminal background check.
- The Contractor shall provide Personal Protective Equipment (PPE) for Contractor and subcontractor staff and shall maintain an additional cache of emergency PPE provisions for 20% of a total population of UC on site.
- The Contractor shall provide COVID-19 testing once a week for all Contractor personnel and subcontractors.

7.2 Records Management

This section applies to all Contractors whose employees create, work with, or otherwise handle Federal Records, as defined in Section B, regardless of the medium in which the record exists. "Federal Record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or

characteristics, made or received by a Federal Agency under Federal Law or in connection with the transaction of public business and preserved or appropriate for preservation by that Agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal Record includes:

- Agency Records.
- Does not include personal materials.
- Applies to records created, received, or maintained by the Contractor pursuant to the Contract.
- Artwork created by UC.
- May include deliverable and documentation associated with deliverables.

7.2.1 Requirements

- Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
- In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
- In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created while performing the Contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
- ORR and its Contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of ORR or destroyed except for in accordance with the provisions of the Agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to ORR. The Agency must report promptly to NARA in accordance with 36 CFR 1230.
- The Contractor shall immediately notify the appropriate CO upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the Contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to ORR control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the Contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

- The Contractor is required to obtain the CO's approval prior to engaging in any Contractual relationship (sub-contractor) in support of this Contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, Contracts. The Contractor (and any sub-contractor) is required to abide by Government and ORR guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
- The Contractor shall not create or maintain any records containing any non-public ORR information that are not specifically tied to or authorized by the Contract.
- The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
- ORR owns the rights to all data and records produced as part of this Contract. All deliverables under the Contract are the property of the Federal Government for which ORR shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
- Training – All Contractor employees assigned to this Contract who create, work with, or otherwise handle records are required to take [Agency]-provided records management training. The Contractor is responsible for confirming training has been completed according to Agency policies, including initial training and any annual or refresher training.
- **[Note:** To the extent an Agency requires Contractors to complete records management training, the Agency must provide the training to the Contractor.]

7.2.2 Flow-down of Requirements to Subcontractors

The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts under this Contract, and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

7.2.3 Programs shall develop, maintain, and safeguard individual client case records. Agencies and organizations are required to develop a system of accountability which preserves the confidentiality of client information and protects the records from unauthorized use or disclosure.

Use language from ORR 3.3. Care Provider Required Services: ICF Sites are also required to maintain records of case files and make regular reports to ORR. ICF Site must have accountability systems in place which preserve the confidentiality of client information and protect the records from unauthorized use or disclosure.

7.2.4 Programs shall maintain adequate records and make regular reports as required by ORR that permit ORR to monitor and enforce this order and other requirements and standards as the INS may determine are in the best interests of the minors.

Use language from ORR 3.3. Care Provider Required Services: ICF Sites are also required to maintain records of case files and make regular reports to ORR. ICF Sites must have accountability systems in place which preserve the confidentiality of client information and protect the records from unauthorized use or disclosure.

7.3 Privacy Act

The Privacy Act of 1974, as amended at 5 United States Code (U.S.C.) 552a, protects records that can be retrieved by personal identifiers such as a name, social security number, or other identifying number or symbol. These records are held in Privacy Act Systems of Records (SOR). The Privacy Act prohibits disclosure of PII or records without an individual's written consent unless one of the twelve (12) disclosure exceptions enumerated in the Act applies.

A notice of any such system of records is published in the Federal Register. The notices identify the legal authority for collecting and storing the records, individuals about whom records will be collected, what kinds of information will be collected, and the routine uses for the records. In accordance with Health & Human Services Acquisition Regulation Supplement (HHSAR) 352.224-70 Privacy Act, in addition to FAR clauses 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act, the Contractor is required to perform one (1) or more of the following:

- Creates, receives, maintains, or transmits "protected health information (PHI)"
- Designs, develops, or operates a Federal Agency "system of records," to accomplish an Agency function in accordance with the Privacy Act of 1974 (5 USC 552a (m) (1)), the Contractor shall operate in conformance with the Privacy Act of 1974 (the Act), Public Law 93-579. The Contractor and its employees are liable to individuals injured as consequences of any subsequent failure to maintain records in conformance with the Act.

In addition to the Privacy Act, the Contractor shall ensure that its employees know and follow the prescribed rules of conduct in 45 Code of Federal Regulations (C.F.R.) Part 5b. Each Contractor employee and subcontractor shall be made aware that he/she is subject to criminal penalties for violations of the Privacy Act.

See also:

- HHSAR 352.224-71 Confidential Information.
- HHSAR 324.70 Health Insurance Portability and Accountability Act of 1996 and,
- Requirements identified elsewhere herein, if applicable, for Data Use Agreements (DUA).

7.4 Progress Reports

The Contractor shall provide progress reports, the content, and frequency of which shall be provided by the Federal Government. The Federal Government shall review the content for accuracy and completeness. Within the Government's sole discretion, the content and frequency of the reports may be adjusted as needed.

7.5 Risk Register

The Contractor shall implement a comprehensive, consistent, and continuous risk management process to identify, track, and resolve technical and programmatic risks during the period of performance of the Contract. The Contractor shall document its risk management process in the Risk Register. The risk assessment shall include an assessment of the overall cost, schedule, or technical impact of the risk consequence. The Contractor shall regularly review and update the Risk Register.

7.6 Quality Assurance Surveillance Plan (QASP)

The Contractor shall develop a Quality Assurance Surveillance Plan (QASP) that will be used for monitoring the quality of deliverables and operational support. At a minimum, the QASP shall address:

- Roles and Responsibilities.
- Performance Management and Quality Control Methodologies and Approach.
- Performance Controls and Monitoring Techniques.
- Surveillance methods and frequencies.
- Acceptable Quality Levels.
- Performance Analysis.
- Performance Reporting.
- Performance Correction Mechanisms.
- Performance Metrics.

The Federal Government shall conduct performance surveillance and review performance reports furnished by the Contractor to determine how the Contractor is performing against established performance standards. The primary methods of surveillance to be used by the Federal Government includes:

- **ROUTINE MONITORING** – The COR will review project status and progress reports.
- **RANDOM INSPECTION** – The COR shall request ad-hoc performance reports from the Contractor to review performance outside the normal review cycle.
- **CUSTOMER FEEDBACK** – The COR shall review customer satisfaction feedback from internal and external stakeholders. Stakeholder feedback can be obtained through multiple approaches such as direct observation, general complaints, satisfaction surveys, etc.

7.7 Closeout and Demobilization Activities

The Contractor shall work collaboratively with the Federal Government in scaling down and wrapping up line-of-sight services when the site is being decommissioned and closed out. The Contractor shall outline milestones and timeframes to ensure a seamless completion of close-out activities and transfer of the files to the Federal Government.

7.8 Demobilization Order

Upon receipt and acknowledgement of a Demobilization Order, the Contractor shall cease all operations identified by the Federal Government within seventy-two (72) hours and prepare to discontinue its contribution to the ICF Site and operations.

8.0 Key Personnel and Staffing

Staffing shall be provided based on staff to child ratios established for ICF Sites identified in Children Entering the United States Unaccompanied Section 7.7. The Contractor is responsible for ensuring compliance with regulations and new requirements within ninety (90) days of Contract Award. If this results in an additional cost, approval must be obtained by the CO in writing prior to execution.

The Contractor's staffing model shall be flexible and able to accommodate both expansion and contraction of staff commensurate with the capacity limits directed by ORR. The Contractor shall develop staff recruitment and retention strategies and models that limit cost expenditures and minimize the time necessary to meet the capacity levels directed by ORR including meeting mandatory ORR staffing ratios and adhering to ORR background check requirements. The Contractor is encouraged to recruit and maintain a labor pool of individuals who have a current Public Trust Background Check completed by a Federal Agency. The use of teaming arrangements and partnerships with non-profit organizations, local organizations and businesses, social service organizations, and other entities with broad experience serving unaccompanied children, migrant populations, and other similarly situated populations is strongly encouraged.

The following positions are deemed Key Personnel for this work:

POSITION	JOB DESCRIPTION	MINIMUM QUALIFICATIONS
Program Director	Overall management of the programmatic, administrative, financial, and operational systems related to the provision of care and services. Provision of regular and timely reports to ORR regarding operations, services, and finances. Establishing a respectful and supportive workplace environment. Elevating any issues or concerns to ORR. If required by state licensing, possess the administrator's license.	<ul style="list-style-type: none"> • Masters Degree in social work or equivalent degree in education, psychology, sociology, or other relevant behavioral science degree or, a Bachelors Degree plus five (5) years of experience in child welfare administration, and child protective services. • In addition to either of the criteria above, the candidate must possess two (2) years of experience in program management or as director of a license childcare program.
Assistant Program Director	Serves as secondary liaison with ORR. The need for an Assistant Program Director will vary depending on the number of UC served at a Care Provider Facility.	<ul style="list-style-type: none"> • Bachelors Degree in education, psychology, sociology or other relevant behavioral science plus five (5) years of progressive employment experience with a social services or childcare Agency or organization.
Clinician	Conducts mental health assessments. Provides ongoing individual and group counseling services, screens for human trafficking concerns, and provides crisis intervention services.	<ul style="list-style-type: none"> • Masters Degree in social work with clinical experience in the program, or Masters Degree in psychology, sociology, or other relevant behavioral science in which direct clinical experience is a program requirement, or a Bachelors Degree plus five (5) years clinical employment experience. • Must be licensed or eligible for licensure.

Lead Clinician	Coordinating clinical services, training new clinicians, and supervising the clinical staff.	<ul style="list-style-type: none"> • Masters Degree in social work, two (2) years of postgraduate direct service delivery experience, or a Masters Degree or Ph.D. in psychology, sociology, or other relevant behavioral science in which clinical experience is a program requirement, plus two (2) years of postgraduate direct service delivery experience/or Bachelors Degree plus five (5) years of clinical employment experience in the behavioral sciences. • Must have supervisory experience and be licensed to provide clinical services.
Lead Case Manager	Responsible for coordinating case management and safe and timely release services, training new case managers, and supervising the work of other case managers.	<ul style="list-style-type: none"> • Masters Degree in the behavioral sciences, human services or social services fields or Bachelors Degree and at least three (3) years of progressive employment experience that demonstrates supervisory and case management experience.

8.1 Program Management Deliverables

TABLE 7 – FACILITY MAINTENANCE SERVICES PERFORMANCE REQUIREMENTS SUMMARY

PARAGRAPH REFERENCE	DESCRIPTION OF DELIVERABLE	DELIVERY FORMAT	DUE DATE	DELIVERED TO
7.1	Project Management Plan	MS Office Suite	Contract Award	COR
7.2	Staffing Plan	MS Office Suite	Contract Award	COR
7.5	Progress Report	MS Office Suite	TBD – As agreed	COR
7.6	Risk Register	MS Office Suite	Contract Award	COR
7.7	Quality Assurance Surveillances Plan	MS Office Suite	Contract Award	COR
7.8	Close-Out Materials	MS Office Suite	TBD – As agreed	COR

REFERENCE ALL DELIVERABLE TABLES IN APPROPRIATE SECTIONS.

DATA COLLECTION AND REPORTING

The Contractor shall report and coordinate daily on the logistics for an adequate data system for intake, demographic data input, quality checks, and COVID-19 testing. The Contractor shall provide support necessary and perform the following functions:

- **Deploy expertise services and management of a software portal to fulfill the following needs:**
 - a. **Quality checks for UC demographic data captured at the time of testing.** As related to COVID-19 testing, the Contractor shall bring together multiple data

sources to check data quality and make corrections for any associated issues. The COVID-19 testing vendor will provide UC test results with associated demographic information. The demographic information will require quality check and corrections due to manual entry into the COVID-19 testing vendor platform.

- b. **Data collection from medical provider and other Agencies**, including DHS CBP and HHS. The Contractor will be granted access to data required to complete this scope of work.
 - c. **Moving testing data into the UC Portal, Administration for Children and Families (ACF)'s "record."** The Contractor shall provide a path to move cleaned testing data directly into the UC Portal.
 - d. **Sharing UC demographic data electronically and prepopulating this in the UC Portal.** The Contractor shall receive electronic manifests of children en-route to ICF Sites and prepopulates the UC Portal with this demographic information to save time during intake. Sharing this with COVID-19 testing vendor electronically allows them to be avoid manual entry. Providing this information is contingent on Contractor being provided relevant information (electronic manifest or other access to data) by the Federal Government (specifically DHS CBP).
 - e. **Providing a mechanism to identify UC in need of serial testing.** UC in the general population (excluding isolation and quarantine) are to be tested every three (3) days unless they previously tested positive and completed time in isolation. The contractor shall provide a list of UCs to be tested daily as well as a list of any UC missed that will allow the COVID-19 testing vendor to test every UC every three (3) days. By associating testing data with other UC information, the COVID-19 testing captures accurate information at the time of testing (e.g., UC Pod, Bed, etc.) to assist with contact investigation. The Contractor shall maintain a census dashboard showing where all UC are assigned that provides those responsible for UC care with additional information needed.
- **Expansion of software portal to all ORR ICF Sites**
 - a. The Contractor shall implement their portal interface at all ORR ICF Sites as they are identified or established with varying numbers of users scaled to meet mission needs. This includes management of support requests in a timely fashion, with updates each business day until resolution. This also includes the necessary travel costs associated with traveling to each of the defined sites.
 - **Training site staff on portal inputs**
 - The Contractor shall train ICF Site Staff on manual entry practices in portal and case management features. Training shall include data and manual entry, data cleaning, data management, and input into the UC Portal. Training may be delivered on-site or virtually, depending on the training material.
 - **Provide reports based on data inputs of software portal**
 - a. Identified health metrics (see Chart 3) among UC are to be used for daily monitoring and regular dashboards. Upon completion of contract performance, the Contractor shall provide the Government all Privacy Act Information including Health Insurance Portability and Accountability Act (HIPAA) on the UC and shall not retain any privacy act information.
 - b. Upon completion of contract performance, the Contractor shall submit to the COR as a formal work product the raw Tableau files used to meet the requirements in Chart 2 and listing of the data sources populating the Tableau files and their data steward contacts.
 - c. Upon completion of contract performance, the Contractor shall submit to the COR as a formal work product a Transition Out Plan, having supporting documentation

and close out materials, all data collected in the system, all models used under this contract, and data produced in the performance of this contract.

- d. On a monthly basis over the Period of Performance, the Contractor shall submit to the COR as a formal work product a configuration management report, including any upgrades, bug fixes, configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this Contract must be approved by the Agency. The Contractor shall submit a finalized configuration management plan upon completion of contract performance summarizing the configuration changes to the system over the Period of Performance.
- e. On a weekly basis over the Period of Performance, the Contractor shall submit to the COR as a formal work product Weekly sitrep reports for the information specified in Chart 1.

REPORTS DUE BY CONTRACTOR DEFINED BY METRIC, DATA ELEMENTS, AND OUTPUT FREQUENCY

18.0 CHART 1: PLANS DUE BY THE CONTRACTOR:

Requirement	Proposal and Plan Requirement
QUALITY CONTROL PLAN (QCP)	The Contractor shall submit a Quality Control Plan (QCP) for tasks identified in this PWS as part of their proposal.
26.25 MANAGEMENT OF SENSITIVE INFORMATION	The Contractor shall have a plan for the protection of any paper or electronic records, field notes, or other documents that contain sensitive or personally identifiable information (PII).
CONFIGURATION MANAGEMENT PLAN	Delivery of all software configurations and customizations and licensing, and any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the Agency.

19.0 CHART 2: REPORTS DUE BY CONTRACTOR DEFINED BY METRIC, DATA ELEMENTS, AND OUTPUT FREQUENCY

COVID-19:

Metric	Numerator	Denominator	Output	Notes
COVID-19 daily case counts - Overall - By days since ICF Site admission	# UCs testing positive for SARS-CoV-2 by PCR	NA	1. Table of counts, overall and stratified by time since ICF Site admission: a. Day 0 (intake) b. Day 1-7 c. Day 8+ 2. Epidemic curve. Histogram showing cases by calendar day. Update daily for dashboard. Weekly sitrep.	Antigen positive in symptomatic UC also qualifies as confirmed case, but currently all Ag+ UCs get PCR test. Epi curve could be shown as stacked bar to differentiate cases by time since admission. Note that time since ICF Site admission does not necessarily distinguish b/w testing done as part of serial testing vs. testing because UC developed symptoms.
COVID-19 incidence per 1,000 population (7-day moving average) - Overall - By days since ICF Site admission	Total # UCs testing positive for SARS-CoV-2 by PCR during 7-day period	Average census during 7-day period	Line graph, incidence (per 1,000 UCs) by calendar date. 7-day incidence recalculated each day based on data from most recent 7 days. Overall and stratified by time since ICF Site admission: - Day 0 (intake) - Day 1-7 - Day 8+ Update daily for dashboard.	Line graphs can be overlaid on epi curve with 2 nd y axis Consider combining positives on intake with positives on days 1-7; these are cases with likely/possible exposure before arriving at ICF Site
			Weekly sitrep. Also show % change from previous week.	
Number of UCs tested for COVID-19 daily - Overall - By days since ICF Site admission	Total # UCs tested by Binax (antigen test) or PCR for most recent calendar day [many will be tested by Binax and PCR, but each UC counted only once]	NA	Histogram showing UCs tested by calendar day (overlay % positive [see below]) Overall and stratified by time since ICF Site admission: - Day 0 (intake) - Day 1-7 - Day 8+	Consider combining positives on intake with positives on days 1-7; these are cases with likely/possible exposure before arriving at ICF Site. We could also consider if useful to document UCs tested because they

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			Daily dashboard Weekly sitrep	developed symptoms (not at intake and not as part of routine serial testing)
SARS-CoV-2 test positivity percentage (daily) - Overall - By days since ICF Site admission	Total # UCs testing positive for SARS-CoV-2 by PCR for most recent calendar day	Total # UCs tested (Binax or PCR) on same day [many will be tested by Binax and PCR, but each UC counted only once]	Line graph showing % positive by calendar date. Overlay on graph of numbers tested Daily dashboard Weekly sitrep	
Number and percentage of UCs in COVID-19 isolation	Total # UCs in COVID-19 isolation on current day	Total number of UC at ICF Site on that day	Daily count and histogram showing number in isolation by calendar day. Line graph overlaid with percentage. Daily dashboard	
Number and percentage of UCs approved for discharge but not fit to travel because in isolation	Number of UCs otherwise approved for discharge who are in COVID-19 isolation	Total number of UCs approved for discharge [this includes UCs in the numerator of this metric]	Daily count and histogram to trend by calendar day. Line graph overlaid with percentage. Daily dashboard	
Mean time to discharge for UCs who had COVID-19 vs. those that did not	Mean time to discharge for UCs who had confirmed COVID-19 (PCR-positive) vs. those that did not	NA	Mean time to discharge: COVID-yes vs. COVID-no Daily dashboard Weekly sitrep	Median would probably be a better measure, but we currently use mean for discharge duration
Bed pods and dorm number with a UC who tested positive for COVID-19 in the previous 7 days	Bed pods and dorm number where a UC tested positive for COVID-19 in the previous 7 days	NA	Color coding to show pods in which a UC has tested positive in the previous 7 days. Daily dashboard	Note that once UC has confirmed positive, they will be transferred to Healing Hill. The pod of their original bed would be shown as having had a

				COVID case for 7 days. This serves to help visualize clusters
COVID-19 counts and percent positive among staff	# of Staff positive for SARS-CoV-2 by PCR	# of Staff tested	Daily counts of number tested and number positive. Histogram showing positives by day with overlaid line graph showing percent positive. Update daily for dashboard Weekly sitrep	This could be one graph: histogram showing total tested each day; stacked bars with number positive in different color. Line with % positive.

OTHER INFECTIOUS DISEASES. ER VISITS. HOSPITALIZATIONS:

Metric	Numerator	Denominator	Output	Notes
Group A Streptococcus (GAS) - Daily counts - incidence	UC incident strep cases total	Total number of UC at ICF Site on that day	Histogram showing daily number of cases overlaid with line graph showing incidence per 1,000 UCs	
Influenza - daily counts	Unaccompanied children incident influenza cases total	Total number of UC at ICF Site	Histogram showing daily number of cases overlaid with line graph showing incidence per 1,000 UCs	During influenza season, consider tracking incidence per 1,000 UC
Lice - daily counts	UC incident lice cases total	Total number of UC at ICF Site on that day	Histogram showing daily number of cases overlaid with line graph showing incidence per 1,000 UCs	
Scabies - daily counts	Unaccompanied children incident scabies cases total	Total number of UC at ICF Site on that day	Histogram showing daily number of cases overlaid with line graph showing incidence per 1,000 UCs	
Varicella - daily counts	Unaccompanied children incident varicella cases total	Total number of UC at ICF Site on that day	Histogram showing daily number of cases overlaid with line graph showing incidence per 1,000 UCs	

ER visits among UCs	Number ER visits in previous day	NA	Histogram showing daily number of ER visits by calendar day	
Hospitalizations among UCs - medical - behavioral health	Number hospitalizations in previous day and total number currently hospitalized medical behavioral health	NA	Histogram showing daily hospitalizations by calendar day; could be stacked bars showing total hospitalized, using a different color for new admissions show separately for hospitalizations for medical reasons and for behavioral health.	

Vaccinations among UC:

Metric	Numerator	Denominator	Output	Notes
MMR Vaccination: percent UC vaccinated	Number of UC at ICF Site who have received MMR vaccine	Total number of UC at ICF Site on that day	Line graph showing percent UCs vaccinated by calendar day	
Varicella vaccination: percent UC vaccinated	Number of UC at ICF Site who have received varicella vaccine	Total number of UC at ICF Site on that day	Line Graph showing percent UCs vaccinated by calendar day	

COVID-19 vaccination: percent UC vaccinated with at least 1 dose Number UCs who have received 2 doses	Number of UCs at ICF Site who have received >1 dose of COVID-19 vaccine Number who have received 2 doses	Total number of UC at ICF Site on that day	Count of UCs vaccinated previous day. Line graph showing percent UCs on site vaccinated (at least 1 dose) by calendar day Total number UC ever vaccinated at ICF Site with at least 1 dose; with 2 doses. Overall percentage of UCs ever admitted to ICF Site who received	It might make sense to make the line graph of % vaccinated a 3-day moving average, because vaccinations occur only MWF. Otherwise, percentage will bounce up and down.
COVID-19 refusals Percent UC refused vaccination	Number of UC at ICF Site who refuse vaccination	Number of UC at ICF Site who have been offered vaccination	Line graph showing percent UCs who refuse vaccination by calendar day	
COVID-19 vaccination: number and percentage of UCs offered COVID-19 vaccination within 72 hours of admission	Number of UCs offered COVID-19 vaccination within 72 hours of admission	Total number of UC at ICF Site on that day	Histogram showing number of UCs offered COVID-19 vaccination within 72 hours of admission with overlaid line graph showing percentage (3-day moving average)	
Influenza Vaccination (when available)	Number of UC at ICF Site who have received influenza vaccine	Total Number of UC at ICF Site on that Day	Line Grap showing percent of UC vaccinated by Calendar Day	Assuming that Flu Vaccine is given as part of intake. Do not need to rack the % of offered vaccine

Pharmacy:

METRIC		NUMERATOR	DENOMINATOR	OUTPUT	Notes
Vaccine inventory: MMR Varicella COVID-19		Number of each vaccine	NA	Table with number vaccine doses in stock	
Prescription medications dispensed Amoxicillin Bicillin Azithromycin other		Number of each medication prescribed		Daily counts for dashboard	Need input from medical and pharmacy to confirm important medications to track.

KNOWLEDGE TRANSFER/INFORMATION SHARING

The Contractor shall provide Knowledge Transfer/Information Sharing support services for ACF as outlined in this PWS. Knowledge Transfer/Information Sharing artifacts may include any Contractor provided work product including strategies, plans, standard operating procedures, briefings, scripts, training materials, etc. The Contractor shall provide support for:

- Coordinating with the COR and working with incumbent Contractors during incoming transition to transition technical and administrative processes and artifacts used to support the specific service delivery requirements.
- Transferring knowledge and artifacts from current Contractors to the Federal Government and to the incoming Contractors during outgoing transition.
- Transferring knowledge and artifacts from the Contractor to the Government and other Contractors, as directed by the COR
- Performing information sharing from the Contractor to HHS Contractors as directed by the COR.

TRANSITION PERIOD

The Contractor shall provide Transition support services for ACF as outlined in this requirement. The Contractor shall provide support for:

- Identifying the As-Is and To-Be states.
- Developing and implementing transition plans to migrate from As-Is to the To-Be state.
- Assisting with the transition from existing contract(s).

OUTGOING TRANSITION PERIOD

The Contractor shall have approximately sixty (60) calendar days from the date of a Contract Award is scheduled to end for an outgoing transition period to transfer knowledge to the incoming Contractor on the standards and procedures that are in place to support ACF. The outgoing transition period shall end on the ultimate end date of the Contract. At this point, the incoming Contractor has full responsibility for

managing the full scope of an awarded contract.

MANAGEMENT OF SENSITIVE INFORMATION

The Contractor must have a plan for the protection of any paper or electronic records, field notes, or other documents that contain sensitive or personally identifiable information (PII). In addition, requirements for immediate (within one hour) notification of the COR and key ORR persons of any suspected or confirmed instance of compromised data security are to be included. The Contractor shall ensure that all its employees, subcontractors (at all tiers), and employees of each subcontractor, who perform work under this Contract/subcontract, are trained on data privacy issues and comply with the above requirements.

RESTRICTIONS ON DISCLOSURE OF INFORMATION AND RIGHTS IN DATA

The Contractor agrees not to release or disclose, verbally or in writing, information pertaining to the results or findings for work (e.g., data collection, analyses, drafts, or final papers and reports) other than to the Contractor's Subcontractors, unless permission from the CO has been granted.

MAINTENANCE OF DATA FILES CONCERNING PERSONAL IDENTIFIERS

In preparing and providing data files and documentation, the Contractor shall ensure compliance with all requirements imposed by Federal Statutes concerning the collection and maintenance of data which includes personal identifiers, to satisfy the privacy and confidentiality provisions of the Privacy Act, Social Security Act, and the Health Insurance Portability and Accountability Act (HIPAA). Upon completion of contract performance, the Contractor shall provide the Government all privacy act information including

Health Insurance Portability and Accountability Act (HIPAA) on the patients and shall not retain any privacy act information.

Notwithstanding any other clause concerning data, data rights, and computer software and hardware under this Contract, all data and source code produced, recorded, transferred, or manipulated under this Contract shall remain the exclusive property of the Federal Government irrespective of the manner or method of recording or storage no matter what form of computer mechanism is used in the processing of said information or data. The Federal Government shall retain exclusive right and domain over a by-product produced under this Contract or any other use of the data produced under this Contract by either plan or accident.

PROTECTION OF INDIVIDUAL PRIVACY (PRIVACY ACT)

This PWS specifically provides for the design, development, or operation of a system of records on individuals. Therefore, in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) and FAR Subpart 24.103, the system of records on individuals that is applicable to this Contract is:

- 09-90-2001 Records Used for Surveillance and Study of Epidemics, Preventable Diseases and Problems, 85 FR 43859 (7/20/20).
- The Contractor and its employees are subject to criminal penalties for violations of the Act (5 U.S.C. 552a(i)) to the same extent as employees of the Department of Health and Human Services.
- The Contractor does hereby agree and assures that each one of its employees know the prescribed rules of conduct, and each employee is aware that he/she

- can be subjected to criminal penalties for violations of the Act.
- A copy of the rules of conduct and other requirements are set forth in 45 CFR Part 5b. Upon completion of this contract, the Contractor shall be required to destroy the records once the Federal Government is satisfied that the transfer has been successfully completed.

SANITIZATION OF GOVERNMENT FILES AND INFORMATION

As part of Contract Closeout and at the expiration of the Contract, the Contractor and/or any subcontractor shall provide all required documentation to the CO and/or COR to certify that, at the Federal Government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

CONTRACTOR RESPONSIBILITIES UPON PHYSICAL COMPLETION OF THE CONTRACT

The Contractor and/or any subcontractors must return all Federal Government information and IT resources (e.g., Federal Government information in non-government-owned systems, media, and backup systems) acquired during the term of this Contract to the CO and/or COR. Additionally, the Contractor must provide a certification that all Federal Government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or ACF policies.

RECORDS MANAGEMENT AND RETENTION

The Contractor and/or any subcontractor shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS Policy for Records Management and ACF policies and must not dispose of any records unless authorized by HHS/ACF.

If the Contractor and/or any subcontractor accidentally disposes of or destroys a record without proper authorization, he/she must document and report the incident in accordance with HHS/ACF policies.

RIGHTS TO DATA

HHS shall retain unrestricted rights to federal data handled under this Contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on Contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data must be provided at no additional cost to HHS.

PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be held responsible for the performance of all services required under this PWS. The Contractor alone shall be held responsible by the Government for the performance of all Contractor obligations under any terms of this PWS. The Government, in-turn, shall render all payments due for services performed solely to the prime Contractor.

CONTRACTOR FURNISHED EQUIPMENT/PROPERTY

The Contractor shall provide all computers, printers, office supplies, medical supplies, office space, vehicles, equipment, materials, and anything else needed for the performance of the Contract unless otherwise specified by the CO.

CONTRACTOR RESPONSIBILITIES UPON PHYSICAL COMPLETION OF THE CONTRACT

The Contractor and/or any subcontractors must return all Federal Government information and IT resources (e.g., Federal Government information in non-government-owned systems, media, and backup systems) acquired during the term of this Contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all Federal Government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during Contract Performance, in accordance with HHS and/or ACF policies.

Obtained by America First Legal Foundation through Litigation

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B.3 PRICE/COST SCHEDULE

INFLUX CARE FACILITY (ICF) SITE (PECOS, TX) FOR THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS), ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF), OFFICE OF REFUGEE RESETTLEMENT (ORR)					
CONTRACT PRICE TABLE					
BASE PERIOD	MAY 16, 2022 TO AUGUST 15, 2022				
CONTRACT LINE-ITEM NUMBER (CLIN)	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
0001	<p>Influx Care Facility (ICF) Buildings and Campus Readiness (Pecos, TX) Section 2.7 - Site Preparation and Deployment of the Performance Work Statement (PWS) includes the following deliverables:</p> <p>PHASE I - Site Preparation includes the preparation of existing buildings on the site, erection, and placement of temporary structures if required, debris removal, ingress/egress identification, lighting requirements, local and county permitting requirements, and fire and safety regulations needed to make site operable for Unaccompanied Children (UC) occupancy in alignment with ORR policy and Child Welfare League of America Child Welfare Best Practice Standards. Site preparation shall incorporate all shelter requirements (e.g., housing, medical, dining, administration, security, education, recreation, laundry, etc.) identified by ORR policy as provision for all required services.</p> <p>PHASE II - Placement of Unaccompanied Children (UC) at the site will be at the discretion of the Federal Government/ORR. Placement of UC will commence upon satisfactory completion of site preparation, but no later than eight (8) weeks post-award. Placement of UC will be in increments of 500 with the first placement four (4) weeks post-award. The additional 500 UC will be available for placing four (4) weeks later.</p>	EACH	1	\$267,168,029.40	\$267,168,029.40
0002	<p>Facility Lease Costs for Warm Status to 3,000 Beds</p> <p>* Period of Performance - 05/16/2022 to 05/15/2023</p> <p>* Monthly Cost - \$22,679,009.70</p> <p>* Invoicing Procedures - Lease Costs to be invoiced monthly in arrears at \$22,679,009.70 per month for the Period of Performance of 05/16/2022 to 05/15/2023</p>	MONTH	12	\$22,679,009.70	\$272,148,116.39
				UNIT PRICE	TOTAL PRICE
0003	<p>Ramp-Up for Direct Care Support Services</p> <p>* Period of Performance - 05/16/2022 to 08/15/2022</p>	DAYS	92	\$0.00	\$0.00
0004	<p>Staffed Bed Capacity</p> <p>* Band 4 - 1501 - 2000 Beds</p> <p>* Period of Performance - 05/16/2022 to 08/15/2022</p>	DAYS	92	\$2,672,808.73	\$245,898,403.11
BASE PERIOD (TOTAL)					\$785,214,548.90
OPTION PERIOD #1	AUGUST 16, 2022 TO NOVEMBER 15, 2022				
CONTRACT LINE-ITEM NUMBER (CLIN)	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1001	<p>Ramp-Up for Direct Care Support Services</p> <p>* Period of Performance - 08/16/2022 to 11/15/2022</p>	DAYS	92	\$0.00	\$0.00
1002	<p>Staffed Bed Capacity</p> <p>* Band 4 - 1501 - 2000 Beds</p> <p>* Period of Performance - 08/16/2022 to 11/15/2022</p>	DAYS	92	\$ 2,672,808.73	\$245,898,403.11

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OPTION PERIOD #1 (TOTAL)					\$245,898,403.11
OPTION PERIOD #2	NOVEMBER 16, 2022 TO FEBRUARY 15, 2023				
CONTRACT LINE-ITEM NUMBER (CLIN)	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
2001	Ramp-Up for Direct Care Support Services * Period of Performance - 11/16/2022 to 02/15/2023	DAYS	92	\$0.00	\$0.00
2002	Staffed Bed Capacity * Band 4 - 1501 - 2000 Beds * Period of Performance - 11/16/2022 to 02/15/2023	DAYS	92	\$2,672,808.73	\$245,898,403.11
OPTION PERIOD #2 (TOTAL)					\$245,898,403.11
OPTION PERIOD #3	FEBRUARY 16, 2023 TO MAY 15, 2023				
CONTRACT LINE-ITEM NUMBER (CLIN)	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
3001	Ramp-Up for Direct Care Support Services * Period of Performance - 02/16/2023 to 05/15/2023	DAYS	92	\$0.00	\$0.00
3002	Staffed Bed Capacity * Band 1 - 500 Beds * Period of Performance - 02/16/2023 to 05/15/2023	DAYS	92	\$1,018,009.35	\$93,656,860.00
OPTION PERIOD #3 (TOTAL)					\$93,656,860.00
TOTAL CONTRACT VALUE					\$1,370,668,215.12

PLEASE SEE ATTACHED MICROSOFT EXCEL SPREADSHEET LABELED "PRICE SCHEDULE" FOR MASTER PRICE SCHEDULE DATA FOR PRICING FOR RAMP-UP FOR DIRECT CARE SUPPORT SERVICES.

B.4 DELIVERY SCHEDULE

The Contractor shall coordinate delivery instructions with the Contracting Officer's Representative (COR). The Place of Performance for this requirement will be designated by the COR.

SECTION C: CONTRACT CLAUSES

C – FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

C.1 52.204-14 Service Contract Reporting Requirements.

As prescribed in [4.1705](#)(a), insert the following clause:

SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

(a) *Definition.*

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [subpart 42.15](#).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703](#)(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

C.2 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services.

As prescribed in [12.301](#)(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any

supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

C.3 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS. (SEP 2021)

(a) The Contractor shall comply with the following Federal acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of contract claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[contracting officer check as appropriate.]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

☒ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the Offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (13) [Reserved]

___ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).

___ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

☒ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (JUN 2020) of [52.219-9](#).

___ (v) Alternate IV (SEP 2021) of [52.219-9](#).

___ (18)

(i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-13](#).

___ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(ii\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

___ (22)

(i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-owned small business concern (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___ (30)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ☒ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ☒ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ☒ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ☒ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ☒ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (may 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)
- (i) [52.223-13](#), acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (41)
- (i) [52.223-14](#), acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ___ (43)
- (i) [52.223-16](#), acquisition of EPEAT®-Registered Personal Computer products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ___ (47)
- (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).
- ___ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I (JAN 2021) of [52.225-3](#).
- ___ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- ___ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ☒ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☒ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the national defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021) .
- ☒ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- ☒ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ☒ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (63)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (APR 2003) of [52.247-64](#).
- ___ (iii) Alternate II (FEB 2006) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [contracting officer check as appropriate.]
- ☒ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (may 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (may 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

☒ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

☒ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

- (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(xix)
(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (JAN 2017) of [52.224-3](#).
(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the national defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

C.4 52.217-6 Option for Increased Quantity

As prescribed in [17.208](#)(d), insert a clause substantially the same as the following:

OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **forty-five (45 days)**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

C.5 52.217-7 Option for Increased Quantity-Separately Priced Line Item

As prescribed in [17.208](#)(e), insert a clause substantially the same as the following:

OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor. The CO shall provide the Contractor with a **fourteen (14) day notice** in writing when a ramp-up requirement is identified. Once a ramp-up notice is given, the Contractor will stay at the notified minimum number of beds for at least four (4) weeks. Additional bed capacity can be added during those four weeks. With each additional increment of bed capacity, the four-week timeline re-sets. The CO shall provide the Contractor with a **seven (7) day notice** in writing when a ramp-down requirement is identified. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

C.6 52.217-8 Option to Extend Services.

As prescribed in [17.208](#)(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **sixty (60) days**.

(End of clause)

C.7 52.217-9 Option to Extend the Term of the Contract

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **thirty (30) days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **sixty (60) days** before the Contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **one (1) year and six (6) months**.

(End of clause)

C.8 52.222-41 Service Contract Labor Standards.

As prescribed in [22.1006](#)(a), insert the following clause:

SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions.* As used in this clause—

Contractor, when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of [41 U.S.C. chapter 67](#), Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe

benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR [4.1](#) b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR [4.10](#) that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR [4.11](#), that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR [4.10](#) and/or [4.11](#) and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

- (A) Name and address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or

amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under [41 U.S.C. 6706](#).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub.L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair

Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

C.9 52.237-3 Continuity of Services.

As prescribed in [37.110\(c\)](#), insert the following clause:

CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

The following Contract Clauses pertinent to this section are hereby incorporated by reference in accordance with the FAR Clause at "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)." These clauses are incorporated with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

CONTRACT NUMBER 75ACF122C00016

FAR NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	JUN 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021
52.222-50	Combating Trafficking in Persons.	NOV 2021
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	JUNE 2020
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.225-13	Restrictions on Certain Foreign Purchases.	FEB 2021
52.232-1	Payments	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUNE 2013
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2024
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	NOV 2021
52.245-1	Government Property	SEP 2021
52.246-16	Responsibility for Supplies	APR 1984
52.247-34	FOB Destination	NOV 1991

C1 – HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) CLAUSES

The following HHSAR Contract Clauses pertinent to this section are hereby incorporated by reference. These clauses are incorporated with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available.

HHSAR NUMBER	TITLE	DATE
352.203-70	Anti-Lobbying	DEC 2015
352.211-3	Paperwork Reduction Act	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	DEC 2015
352.223-70	Safety and Health	DEC 2015
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act Reporting of Child Abuse	DEC 2015
352.237-72	Crime Control Act- Requirement for Background Checks	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.237-75	Key Personnel	DEC 2015

Obtained by America First Legal Foundation through litigation

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT 1 – WAGE DETERMINATIONS AND REQUESTS – SERVICE CONTRACT ACT (SCA)
Wage Determination # 2015-5269 | Revision # 20

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5269 Revision No.: 20 Date Of Last Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Texas

Area: Texas Counties of Andrews Bailey Borden Briscoe Castro Childress Cochran Collingsworth Cottle Crane Crockett Dallam Dawson Deaf Smith Dickens Donley Fisher Floyd Foard Gaines Garza Glasscock Gray Hale Hall Hansford Hardeman Hartley Haskell Hemphill Hockley Howard Hutchinson Kent King Knox Lamb Lipscomb Loving Mitchell Moore Motley Nolan Ochiltree Parmer Pecos Reagan Reeves Roberts Scurry Shackelford Sherman Stonewall Swisher Terry Throckmorton Upton Ward Wheeler Winkler Yoakum

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.18***
01012 - Accounting Clerk II		15.93
01013 - Accounting Clerk III		17.81
01020 - Administrative Assistant		23.71
01035 - Court Reporter		17.77
01041 - Customer Service Representative I		13.46***
01042 - Customer Service Representative II		14.69***
01043 - Customer Service Representative III		16.50
01051 - Data Entry Operator I		15.07

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01052 - Data Entry Operator II	16.45
01060 - Dispatcher Motor Vehicle	23.56
01070 - Document Preparation Clerk	14.47***
01090 - Duplicating Machine Operator	14.47***
01111 - General Clerk I	12.56***
01112 - General Clerk II	16.25
01113 - General Clerk III	16.70
01120 - Housing Referral Assistant	19.21
01141 - Messenger Courier	10.96***
01191 - Order Clerk I	16.38
01192 - Order Clerk II	18.06
01261 - Personnel Assistant (Employment) I	15.37
01262 - Personnel Assistant (Employment) II	17.32
01263 - Personnel Assistant (Employment) III	19.16
01270 - Production Control Clerk	17.75
01290 - Rental Clerk	14.76***
01300 - Scheduler Maintenance	15.37
01311 - Secretary I	15.37
01312 - Secretary II	17.77
01313 - Secretary III	19.21
01320 - Service Order Dispatcher	21.06
01410 - Supply Technician	23.71
01420 - Survey Worker	15.22
01460 - Switchboard Operator/Receptionist	11.72***
01531 - Travel Clerk I	11.83***
01532 - Travel Clerk II	12.79***
01533 - Travel Clerk III	13.66***
01611 - Word Processor I	13.57***
01612 - Word Processor II	15.37
01613 - Word Processor III	17.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.36
05010 - Automotive Electrician	23.02
05040 - Automotive Glass Installer	21.56
05070 - Automotive Worker	21.56
05110 - Mobile Equipment Servicer	18.58
05130 - Motor Equipment Metal Mechanic	24.56
05160 - Motor Equipment Metal Worker	21.56
05190 - Motor Vehicle Mechanic	24.56
05220 - Motor Vehicle Mechanic Helper	17.08
05250 - Motor Vehicle Upholstery Worker	20.05
05280 - Motor Vehicle Wrecker	21.56
05310 - Painter Automotive	23.02
05340 - Radiator Repair Specialist	21.56
05370 - Tire Repairer	14.63***
05400 - Transmission Repair Specialist	24.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.61***
07041 - Cook I	11.25***
07042 - Cook II	13.05***
07070 - Dishwasher	9.24***
07130 - Food Service Worker	10.82***
07210 - Meat Cutter	14.40***
07260 - Waiter/Waitress	8.85***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	11.85***
09080 - Furniture Refinisher	19.02
09090 - Furniture Refinisher Helper	14.25***
09110 - Furniture Repairer Minor	16.63
09130 - Upholsterer	19.02
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.84***
11060 - Elevator Operator	11.78***
11090 - Gardener	17.53
11122 - Housekeeping Aide	11.78***
11150 - Janitor	11.78***
11210 - Laborer Grounds Maintenance	13.30***
11240 - Maid or Houseman	10.24***
11260 - Pruner	12.02***
11270 - Tractor Operator	16.11

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11330 - Trail Maintenance Worker	13.30***
11360 - Window Cleaner	13.04***
12000 - Health Occupations	
12010 - Ambulance Driver	16.54
12011 - Breath Alcohol Technician	18.51
12012 - Certified Occupational Therapist Assistant	32.04
12015 - Certified Physical Therapist Assistant	32.23
12020 - Dental Assistant	15.81
12025 - Dental Hygienist	35.39
12030 - EKG Technician	28.05
12035 - Electroneurodiagnostic Technologist	28.05
12040 - Emergency Medical Technician	16.54
12071 - Licensed Practical Nurse I	16.55
12072 - Licensed Practical Nurse II	18.51
12073 - Licensed Practical Nurse III	20.63
12100 - Medical Assistant	14.18***
12130 - Medical Laboratory Technician	24.14
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.61
12195 - Medical Transcriptionist	18.35
12210 - Nuclear Medicine Technologist	40.68
12221 - Nursing Assistant I	17.85***
12222 - Nursing Assistant II	13.32***
12223 - Nursing Assistant III	14.53***
12224 - Nursing Assistant IV	16.32
12235 - Optical Dispenser	14.69***
12236 - Optical Technician	16.55
12250 - Pharmacy Technician	17.46
12280 - Phlebotomist	14.52***
12305 - Radiologic Technologist	25.26
12311 - Registered Nurse I	24.91
12312 - Registered Nurse II	30.48
12313 - Registered Nurse II Specialist	30.48
12314 - Registered Nurse III	36.88
12315 - Registered Nurse III Anesthetist	36.88
12316 - Registered Nurse IV	44.20
12317 - Scheduler (Drug and Alcohol Testing)	22.93
12320 - Substance Abuse Treatment Counselor	22.78
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.10
13012 - Exhibits Specialist II	22.43
13013 - Exhibits Specialist III	27.44
13041 - Illustrator I	18.10
13042 - Illustrator II	22.43
13043 - Illustrator III	27.44
13047 - Librarian	24.84
13050 - Library Aide/Clerk	11.28***
13054 - Library Information Technology Systems Administrator	22.43
13058 - Library Technician	17.14
13061 - Media Specialist I	16.19
13062 - Media Specialist II	18.10
13063 - Media Specialist III	20.18
13071 - Photographer I	16.19
13072 - Photographer II	18.10
13073 - Photographer III	22.43
13074 - Photographer IV	27.44
13075 - Photographer V	33.20
13090 - Technical Order Library Clerk	14.55***
13110 - Video Teleconference Technician	19.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.48
14042 - Computer Operator II	18.43
14043 - Computer Operator III	21.43
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	26.36
14071 - Computer Programmer I	(see 1) 22.18
14072 - Computer Programmer II	(see 1) 27.50
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

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14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.48
14160 - Personal Computer Support Technician		23.79
14170 - System Support Specialist		26.97
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.70
15020 - Aircrew Training Devices Instructor (Rated)		34.92
15030 - Air Crew Training Devices Instructor (Pilot)		40.60
15050 - Computer Based Training Specialist / Instructor		27.72
15060 - Educational Technologist		31.79
15070 - Flight Instructor (Pilot)		40.60
15080 - Graphic Artist		23.17
15085 - Maintenance Test Pilot Fixed Jet/Prop		38.72
15086 - Maintenance Test Pilot Rotary Wing		38.72
15088 - Non-Maintenance Test/Co-Pilot		38.72
15090 - Technical Instructor		23.88
15095 - Technical Instructor/Course Developer		29.23
15110 - Test Proctor		20.12
15120 - Tutor		20.12
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.51***
16030 - Counter Attendant		9.51***
16040 - Dry Cleaner		11.21***
16070 - Finisher Flatwork Machine		9.51***
16090 - Presser Hand		9.51***
16110 - Presser Machine Drycleaning		9.51***
16130 - Presser Machine Shirts		9.51***
16160 - Presser Machine Wearing Apparel Laundry		9.51***
16190 - Sewing Machine Operator		12.00***
16220 - Tailor		12.79***
16250 - Washer Machine		9.98***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.00
19040 - Tool And Die Maker		27.60
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.06
21030 - Material Coordinator		17.75
21040 - Material Expediter		17.75
21050 - Material Handling Laborer		14.31***
21071 - Order Filler		11.97***
21080 - Production Line Worker (Food Processing)		18.06
21110 - Shipping Packer		19.77
21130 - Shipping/Receiving Clerk		19.77
21140 - Store Worker I		11.86***
21150 - Stock Clerk		15.74
21210 - Tools And Parts Attendant		18.06
21410 - Warehouse Specialist		18.06
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.13
23019 - Aircraft Logs and Records Technician		19.16
23021 - Aircraft Mechanic I		23.71
23022 - Aircraft Mechanic II		25.13
23023 - Aircraft Mechanic III		26.53
23040 - Aircraft Mechanic Helper		16.71
23050 - Aircraft Painter		22.00
23060 - Aircraft Servicer		19.16
23070 - Aircraft Survival Flight Equipment Technician		22.00
23080 - Aircraft Worker		20.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.71
23110 - Appliance Mechanic		22.00
23120 - Bicycle Repairer		17.76
23125 - Cable Splicer		27.09
23130 - Carpenter Maintenance		24.06
23140 - Carpet Layer		20.60
23160 - Electrician Maintenance		24.41
23181 - Electronics Technician Maintenance I		30.59
23182 - Electronics Technician Maintenance II		32.65

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23183 - Electronics Technician Maintenance III	34.86
23260 - Fabric Worker	19.16
23290 - Fire Alarm System Mechanic	23.47
23310 - Fire Extinguisher Repairer	17.76
23311 - Fuel Distribution System Mechanic	22.99
23312 - Fuel Distribution System Operator	17.39
23370 - General Maintenance Worker	16.35
23380 - Ground Support Equipment Mechanic	23.71
23381 - Ground Support Equipment Servicer	19.16
23382 - Ground Support Equipment Worker	20.60
23391 - Gunsmith I	17.76
23392 - Gunsmith II	20.60
23393 - Gunsmith III	23.47
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.32
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.68
23430 - Heavy Equipment Mechanic	27.36
23440 - Heavy Equipment Operator	22.80
23460 - Instrument Mechanic	23.47
23465 - Laboratory/Shelter Mechanic	22.00
23470 - Laborer	14.31***
23510 - Locksmith	22.00
23530 - Machinery Maintenance Mechanic	25.79
23550 - Machinist Maintenance	21.29
23580 - Maintenance Trades Helper	14.92***
23591 - Metrology Technician I	23.47
23592 - Metrology Technician II	24.89
23593 - Metrology Technician III	26.29
23640 - Millwright	24.95
23710 - Office Appliance Repairer	22.00
23760 - Painter Maintenance	19.86
23790 - Pipefitter Maintenance	27.42
23810 - Plumber Maintenance	25.70
23820 - Pneudraulic Systems Mechanic	23.47
23850 - Rigger	28.34
23870 - Scale Mechanic	20.60
23890 - Sheet-Metal Worker Maintenance	24.00
23910 - Small Engine Mechanic	17.42
23931 - Telecommunications Mechanic I	23.02
23932 - Telecommunications Mechanic II	24.25
23950 - Telephone Lineman	24.64
23960 - Welder Combination Maintenance	21.09
23965 - Well Driller	23.47
23970 - Woodcraft Worker	23.47
23980 - Woodworker	17.76
24000 - Personal Needs Occupations	
24550 - Case Manager	15.93
24570 - Child Care Attendant	9.42***
24580 - Child Care Center Clerk	12.97***
24610 - Chore Aide	10.60***
24620 - Family Readiness And Support Services Coordinator	14.10***
24630 - Homemaker	15.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.47
25040 - Sewage Plant Operator	20.43
25070 - Stationary Engineer	23.47
25190 - Ventilation Equipment Tender	16.32
25210 - Water Treatment Plant Operator	20.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.99
27007 - Baggage Inspector	13.83***
27008 - Corrections Officer	20.47
27010 - Court Security Officer	20.54
27030 - Detection Dog Handler	15.74
27040 - Detention Officer	20.47
27070 - Firefighter	20.75
27101 - Guard I	13.83***
27102 - Guard II	15.74
27131 - Police Officer I	23.04

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27132 - Police Officer II	25.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.66***
28042 - Carnival Equipment Repairer	13.77***
28043 - Carnival Worker	9.46***
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	17.97
28510 - Recreation Aide/Health Facility Attendant	13.12***
28515 - Recreation Specialist	21.97
28630 - Sports Official	14.31***
28690 - Swimming Pool Operator	15.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.51
29020 - Hatch Tender	32.51
29030 - Line Handler	32.51
29041 - Stevedore I	30.23
29042 - Stevedore II	34.72
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	19.84
30022 - Archeological Technician II	22.20
30023 - Archeological Technician III	27.50
30030 - Cartographic Technician	27.50
30040 - Civil Engineering Technician	21.39
30051 - Cryogenic Technician I	30.46
30052 - Cryogenic Technician II	33.64
30061 - Drafter/CAD Operator I	19.84
30062 - Drafter/CAD Operator II	22.20
30063 - Drafter/CAD Operator III	24.74
30064 - Drafter/CAD Operator IV	30.46
30081 - Engineering Technician I	15.28
30082 - Engineering Technician II	17.15
30083 - Engineering Technician III	19.19
30084 - Engineering Technician IV	23.77
30085 - Engineering Technician V	29.07
30086 - Engineering Technician VI	35.18
30090 - Environmental Technician	28.66
30095 - Evidence Control Specialist	27.50
30210 - Laboratory Technician	29.37
30221 - Latent Fingerprint Technician I	30.46
30222 - Latent Fingerprint Technician II	33.64
30240 - Mathematical Technician	27.50
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	24.08
30363 - Paralegal/Legal Assistant III	29.45
30364 - Paralegal/Legal Assistant IV	35.63
30375 - Petroleum Supply Specialist	33.64
30390 - Photo-Optics Technician	27.32
30395 - Radiation Control Technician	33.64
30461 - Technical Writer I	27.50
30462 - Technical Writer II	33.64
30463 - Technical Writer III	40.70
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	30.46
30502 - Weather Forecaster II	37.04
30620 - Weather Observer Combined Upper Air Or (see 2)	24.74
Surface Programs	
30621 - Weather Observer Senior (see 2)	27.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	13.34***
31030 - Bus Driver	18.95
31043 - Driver Courier	15.83
31260 - Parking and Lot Attendant	12.06***

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31290 - Shuttle Bus Driver	15.65
31310 - Taxi Driver	11.54***
31361 - Truckdriver Light	17.22
31362 - Truckdriver Medium	18.70
31363 - Truckdriver Heavy	22.29
31364 - Truckdriver Tractor-Trailer	22.29
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	10.80***
99050 - Desk Clerk	11.45***
99095 - Embalmer	26.55
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	14.12***
99252 - Laboratory Animal Caretaker II	15.36
99260 - Marketing Analyst	28.98
99310 - Mortician	26.55
99410 - Pest Controller	19.65
99510 - Photofinishing Worker	13.45***
99710 - Recycling Laborer	19.40
99711 - Recycling Specialist	23.50
99730 - Refuse Collector	17.53
99810 - Sales Clerk	11.96***
99820 - School Crossing Guard	12.43***
99830 - Survey Party Chief	24.06
99831 - Surveying Aide	16.73
99832 - Surveying Technician	22.96
99840 - Vending Machine Attendant	17.22
99841 - Vending Machine Repairer	21.73
99842 - Vending Machine Repairer Helper	17.22

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)
HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin

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Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending drying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like;

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minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized

representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b) (2) (ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1))."

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ATTACHMENT 2 – RECOMMENDED MEDICATIONS AND SUPPLIES

ADMIN SUPPLIES FOR MEDICAL:

- Sufficient paper and toner
- Lockable filing cabinets
- Sufficient Manila Envelopes for copy of medical records other than portal so patient can go to hospital
- Label printers
- One (1) tablet/computer required per medical provider, heavy duty commercial printer/copier for every unit (Document scanners either dedicated or as part of the commercial printer/copier unit will speed the upload of critical exam data)
- LTE/Wi-Fi hotspots for every 2-4 computers (when no Wi-Fi network has been established)
- Golf carts to respond to medical emergencies on these large or physically separated carts
- Proper radio communication with rest of site
- Proper safety high visibility vests
- Uniform scrubs for medical personnel maybe by color
- Place to burn old and infected clothing and contraband/or a service to take these items to be burned (onsite seems like it could be dangerous)
- Magnifying light on a rolling cart
- Slit lamp for eye evaluations with either magnifying lenses plus mydriatic or just a panascope
- Visual acuity posters
- Commercial refrigeration and freezers with temp data loggers, alarm, and battery/generator backup
- Biohazard removal service with sufficient sharps and other medical waste containers/bags
- PPE for staff and UC
- Proper fit testing of N95 to meet compliance where utilized

DIAGNOSTIC TESTING (PLEASE REVIEW CLIA CERTIFICATION SECTION):

- Rapid strep tests
- Accucheck machines with supplies
- Urine dipstick
- Pregnancy test
- Access to COVID-19 PCR testing
- COVID-19 Rapid Ag testing

EMERGENCY GEAR:

- AED as per AHA recommendations
- Stocked code cart per zone
- At least 2 go bags or stat packs per clinic so that the medical teams could respond to emergencies
- Oxygen supply or at least concentrators
- EKG machine

VACCINATION:

- All ACIP recommended catch-up series vaccines recommended
- SC and IM needles/syringes
- Alcohol swabs
- Band aids

THERAPEUTICS:

- Nebulizer machines plus Albuterol and Atrovent capsules
- Decadron IV form to be used orally
- Orapred liquid or 5mg prednisone tablets for longer steroid use
- Fleets Enemas
- Miralax
- Magnesium citrate
- Lice and Scabies Rx
- Children's Motrin/Tylenol/Benadryl (pills/liquid)
- Throat lozenges
- Cold and flu medication
- Epi pens
- Prescription Rx: Basic antibiotics for stable pneumonia, uti, cellulitis, impetigo, conjunctivitis
- Zofran odt and iv
- Tucks medicated (or witch hazel equivalent) hemorrhoid wipes
- Oragel solution/cream
- OTC anti-diarrheal and/or pepto bismol

INJURIES AND URGENT CARE:

- Fluorescein strips, proparacaine, woods lamps and burr tool for fb removal from eye
- Eye irritation station or some Morgan lens and tubing
- Stop the bleed kits at every AED
- Splinting material or at least air casts for ankle or wrist injuries with slings and crutches as needed
- Hot and cold instant packs
- Ace bandages
- IV supplies and IV hydration with either and, D5 half ns, or LR including plus tubing and locks
- Oral glucose
- Moleskin
- Sterile saline flushes
- Wound staplers
- Disposable laceration trays
- Suture removal kits
- Staple remove tools
- Ring cutter
- Dermabond or equivalent tissue adhesive
- Steri-strips
- Wound irrigation 50cc syringes plus xerowet shields
- Lidocaine 1% with and without
- Fungal foot treatment
- Nail bed removal kits
- Silver nitrate sticks
- TXA for packing noses
- LET or EMLA cream
- Staples for I+D drainage alligator fine tipped for fb removal from ear or wherever stuff is lodged
- Pelvic speculums and anosopes/Lube
- Calamine or similar lotions
- Poison ivy extraction cream
- Sunscreen and aloe/sunburn lotion

ATTACHMENT 3 – SECURITY FENCE WAIVER MEMORANDUM

ATTACHMENT 4 – ISC RMP APPENDIX B

ATTACHMENT 5 – SUBCONTRACTING PLAN

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ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Refugee Resettlement | 330 C Street, S.W., Washington, DC 20201
www.acf.hhs.gov/programs/orr

DATE: March 24, 2022

TO: Cindy Huang, Director, Office of Refugee Resettlement

FROM: Stephen Antkowiak, Director for Division of Unaccompanied Children Operations

SUBJECT: Waiver for 6-Foot Security Fencing at Pecos Emergency Influx Site

ISSUE

Pecos Emergency Influx Site has a 6-foot security fence around the entire perimeter. Per UFC 4-022-03, this does not meet the standard minimum requirement for security fencing of 8-feet. Pecos would like to request a waiver to this requirement.

BACKGROUND

Per the Unified Facilities Criteria (UFC) for Security Fences and Gates (UFC 4-022-03), Perimeter fencing must have a minimum fence fabric height of 7 feet (2.13m), excluding the top guard. Fence height including outriggers must be a minimum of 8 feet (2.44m). If no top guard is installed recommend 10-foot fence. Pecos currently has a 6-foot fence around the entire perimeter. That fence has been in place since Pecos first opened and to-date has provided sufficient security for the site. The site has both internal and external security, including FPS which is stationed outside of the perimeter.

Replacing the 6-foot fence with an 8-foot fence would significantly impact operations for a period of time, as the site would have to take neighborhoods of dorms offline for up to 5 days in order to pour new concrete to install the new fence.

RECOMMENDATION

Installing new security fencing would be a significant increase in cost, given the size of the facility. Installing a fence that meets the requirements would leave swaths of the campus completely exposed and the movement of equipment to install the fence would pose a safety risk to the movement of unaccompanied minors on campus. In addition, the overall census is trending toward maximum site capacity, leaving little room to move kids to other parts of campus.

Should you have any questions regarding this request, please contact Stephen Antkowiak, (202) 365-8312, and stephen.antkowiak@acf.hhs.gov.

DECISION

Approve the request ☒X_____ Deny the request _____ Needs more information _____

Cindy Huang

Digitally signed by Cindy Huang
Date: 2022.04.12 15:40:42
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Cindy Huang
Director, Office of Refugee Resettlement

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