

**TEXAS JUVENILE JUSTICE DEPARTMENT
AGREEMENT CON0001182
INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Contract (also agreement) is made and entered into by and between, **BCFS HEALTH AND HUMAN SERVICES (referred to herein as BCFS HHS or Service Provider)**, [REDACTED], and the **TEXAS JUVENILE JUSTICE DEPARTMENT (referred to herein as TJJD)**, an agency of the State of Texas (collectively, the parties), for the contract of supplemental direct care services pursuant to Title 12 of the Texas Human Resources Code.

Service Provider represents and warrants that the individual signing this Contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this Contract.

The parties hereto agree to be bound by the terms of the contract, subject to the following changes:

2. The order of precedence provided in the contract shall read as follows:

This contract is composed of the following documents:

1. The contract, including all attachments (1-4), which are incorporated herein by reference for all purposes;
2. Service Provider's proposal received on July 2, 2020, hereby incorporated by reference.

In the event there is conflict between the Contract documents, the order of precedence shall be the order listed above, unless otherwise indicated.

SECTION 1:

1. **Purpose.** On March 13, 2020, Texas Governor Gregg Abbott issued a proclamation certifying that COVID-19 poses an imminent threat of disaster in the state and declaring a state of disaster for all counties in Texas. Governor Abbott has continually extended this declaration since that date. The Texas Juvenile Justice Department, TJJD, operates high-restriction juvenile facilities and medium restriction halfway houses. The ongoing spread of COVID-19 has had a deleterious impact on TJJD's ability to staff its facilities. This presents a threat to the safety and wellbeing of both TJJD staff and the

youth in the Department's care. Because of the continuing threat presented by the global COVID-19 pandemic, it is not possible for TJJD to locate, hire and train sufficient personnel to supplement staff who are unable to work due to COVID-19. Due to the foregoing reasons, TJJD enters into this Emergency Agreement with BCFS Health and Human Services Emergency Management Division (BCFS HHS) for essential resource requirements until such time as TJJD's staffing stabilizes.

2. **Contract Term.** This Agreement starts on **July 6, 2020**, and ends fourteen (14) days following the expiration of Governor Gregg Abbott's March 13, 2020, declaration of disaster, or pursuant to the terms and conditions of this Agreement. The term of this Agreement shall automatically extend upon Governor Abbott's extending the foregoing declaration or issuing a new declaration regarding COVID-19.

3. **Agreement Amount.** The total amount of this Agreement will not exceed **six million dollars and zero cents, \$6,000,000.00**. BCFS HHS will bill TJJD biweekly.

TJJD will pay Service Provider fees in accordance with **Service Provider's Cost Form, found in Attachment 4**. Payments will be made in accordance with Chapter 2251 of the Texas Government Code.

SECTION 2: SERVICE PROVIDER

1. **Work Assignment.** As is the nature of an IDIQ contract, the Services outlined in this contract will be sought on an as needed basis. A request for Service is referred to herein as a "Work Assignment," but there is **no guarantee** of Work Assignments under this contract. Future Work Assignments, other than those discussed below, if any, will be reflected as part of the contract through contract amendment.

2. **Supplemental Staffing.** BCFS HHS will provide supplemental staff for work assignment at high-restriction juvenile facilities and medium restriction halfway houses operated by TJJD. At all times, BCFS HHS assigned staff must be present and awake in the facility during work, including nighttime, hours as assigned by the facility. Assigned staff must not leave the facility during assigned hours for any reason barring emergencies requiring evacuation.

A. **Minimum Staff Qualifications.**

1. **Background Check Compliance.** BCFS HHS must receive notification from DFPS' Centralized Background Check Unit that the subject of a background check is eligible, eligible with conditions, or provisionally eligible with conditions

before allowing the staff member to be present at a TJJD facility. All background checks must have been satisfactorily completed within one (1) year of the subject arriving at a TJJD facility.

2. **Pre-Service Training.** Each assigned staff will require pre-service training as required and provided by TJJD.

B. **Deployment.** BCFS HHS will have up to seventy-two (72) hours following notification of a TJJD requirement to have personnel on site at the requested location. This timeline may be modified by mutual agreement of TJJD and BCFS HHS.

C. **Time Assigned.** Generally, the majority of assigned staff will work at the TJJD facility during nighttime hours. The exact work hours might differ from facility to facility based on TJJD's needs, service model, policies, and procedures. BCFS HHS and assigned staff will work with TJJD to develop an exact schedule. Assigned staff under this contract will not work shifts that exceed twelve (12) hours. BCFS HHS will rotate assigned staff for days off in a manner that maintains full support to TJJD at all times.

D. **On-Site Supervision.** BCFS HHS will provide a shift leader ("Task Force Leader") for each shift that has assigned staff at each TJJD location. These leaders will be identified to TJJD.

E. **Timely Replacement of Assigned Staff.** BCFS HHS will replace assigned staff who must leave their assigned TJJD facility for a period greater than their next scheduled shift within twenty-four (24) hours of the person's departure from the TJJD facility.

F. **Interaction with Children.** Assigned staff may verbally interact with children at the facility in order to resolve minor issues based on training provided by TJJD. For moderate to higher level issues, assigned staff will alert TJJD staff regarding the situations. Assigned staff should not physically engage with youth in the care of TJJD or attempt in any way to physically restrain them. Assigned staff follow TJJD directives regarding protocols for how assigned staff will engage with children and when, under what conditions, and how assigned staff will alert TJJD staff.

G. **Attire and Badges.** BCFS HHS personnel will be in a standard, recognizable uniform while working at a TJJD facility, e.g., cargo pants and uniform shirt. BCFS HHS personnel will have and display a BCFS HHS badge while working at a TJJD facility.

H. **Pre-Entry Screening.** BCFS HHS personnel will be required to undergo pre-entry screening before entering a TJJD facility. Anyone who does not pass the screening will be asked to leave the facility. TJJD will provide BCFS HHS a list of items prohibited on TJJD facilities.

I. **Food, Lodging, and Travel.** TJJD will reimburse BCFS HHS assigned staff for all food, lodging, travel, and other logistics, although BCFS HHS staff will have responsibility for planning and obtaining. All costs charged under this contract must be allowable, allocable, and reasonable in accordance with 45 CFR 75.

J. **Communication with TJJJ.** BCFS HHS will provide 24/7 live support to TJJJ through its Emergency Operations Center (EOC) and Incident Management Team. The Incident Management Team will have overall responsibility for BCFS HHS performance under this agreement. BCFS HHS will notify TJJJ of any personnel changes made to the Branch Director position 48 hours in advance of personnel change.

K. **Invoices.** Payment. Service Provider will submit invoices for each deliverable completed as determined by TJJJ to the TJJJ Claims Department via email at tjjdinvoice@tjjd.texas.gov and/or via regular mail at, 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, on invoices bearing Service Provider's name, address, and TJJJ contract number. Deliverable completion will be determined by TJJJ. Incomplete invoices will be rejected and Service Provider will have ten (10) days to resubmit corrected invoice. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code. Invoices will be submitted biweekly.

L. **TJJJ Terms and Conditions**

Terms and Conditions are part of this contract and can be found in **Attachment 1** to this contract.

M. **FEMA Terms and Conditions**

Fema Terms and Conditions are part of this contract and can be found in **Attachment 2** to this contract.

SECTION 3: TJJJ

1. **Request Work Assignments as Needed.** During the term of the contract, TJJJ shall request Work Assignments from BCFS HHS as needed, however there is **no guarantee** of Work Assignment requests.
2. **TJJJ will provide BCFS HHS with:**
 1. The name and address of each facility that TJJJ requires BCFS HHS to assign staff to.
 2. Designated staff to contact on site and on-call if incident occurs.
 3. Any training required by TJJJ. This training may be conducted in person or online and may include re-presentation of training to incoming staff and reserve pool as a result of staff rotations and demobilizations
 4. A list of items prohibited on TJJJ facilities.

5. As deemed appropriate by TJJD, a summary of needs of housed children, including any history of child sexual aggression, child behavior problems, or victimization history.
6. Written documentation that may be provided to facility staff for orientation, including any required forms assigned staff might need to complete.
7. Shift briefing at the start of each night to orient assigned staff to events occurring during the day that could potentially impact the nighttime shift.

SECTION 4: GENERAL

1. Contact Information

Any notice required or permitted under this Contract will be directed to the Parties at the addresses shown below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; or (3) when received if sent by confirmed fax or confirmed email:

Service Provider:

BCFS HHS
 ATTN: Lauren Maher, Chief of Staff
 1506 Bexar Crossing
 San Antonio, Texas 78232
 Telephone: 210-231-5310
 Email: LM0815@bcfs.net

Texas Juvenile Justice Department

Texas Juvenile Justice Department
 ATTN: Alan Michel
 11209 Metric Blvd. Bldg. H., Suite A
 Austin, Texas 78758
 Telephone: 512-490-7636
 Email: Alan.Michel@tjjd.texas.gov

Copy to:

Office of General Counsel
 Texas Juvenile Justice Department
 11209 Metric Blvd., Bldg. H., Suite A
 Austin, Texas 78758

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address

and/or individual and the date upon which it will become effective.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last below written.

For the Texas Juvenile Justice Department:

	7/3/2020
Camille Cain, Executive Director	Date

For Service Provider:

	Kevin C. Dinnin	July 03, 2020
Signature	Printed Name	Date

Approved as to form:

	07/03/2020
TJJD Attorney	Date

ATTACHMENT 1

TERMS AND CONDITIONS

1. Americans with Disabilities Act and Equal Employment Opportunity

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state, local, or other anti-discriminatory act, law, statute, or regulation, along with all amendments and revisions of the acts, laws, statutes, or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

2. Antitrust Affirmation

Service Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Service Provider nor the firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or federal antitrust laws, or (2) if applicable, communicated directly or indirectly the contents of a response to any competitor or any other person engaged in the same line of business as Service Provider.

3. Assignment

Service Provider shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TJJD. Any attempted assignment in violation of this Section is void and without effect.

4. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

5. Change in Law and Compliance with Laws

In the execution of the contract, Service Provider shall comply with all applicable federal, state, and local laws or regulations, including, but not limited to, laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this contract. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal, state, or local laws, ordinances, or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

6. Child Support Obligation Affirmation, Section 231.006, Texas Family Code

Under Section 231.006, Family Code, the vendor or applicant [Service Provider] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

7. Communicable Disease Prevention and Control Act Compliance

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act (Texas Health and Safety Code Chapter 81).

8. RESERVED (intentionally left blank)

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure the contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other sanctions.

10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

11. Confidentiality and Security

Section 1: Service Provider agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of student records and identifying information.

Section 2: Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential and subject to release only by permission of TJJD.

Section 3: Service Provider's employees, contractors, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.

Section 4: Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

12. Contract Amendment and Merger Clause

This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

13. RESERVED (intentionally left blank)

14. Cybersecurity Training

Service Provider represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

15. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity,

future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

16. Debts and Delinquencies Affirmation

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

17. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Service Provider shall provide to TJJJ the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

18. RESERVED (intentionally left blank)

19. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

20. RESERVED (intentionally left blank)

21. Drug-Free Workplace

Service Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

22. Entities that Boycott Israel

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

23. E-Verify Program

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

If it is determined that Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJJ shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJJ under the contract, Service Provider shall be responsible for all costs incurred by TJJJ to obtain substitute services to replace the terminated contract.

24. Excess Obligations Prohibited - Funding Out Clause

The contract is subject to termination or cancellation, without penalty to TJJJ, either in whole or in part, subject to the availability of state funds. TJJJ is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJJ becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJJ's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this provision, TJJJ will remain liable for any amounts due to Service Provider under this contract or any related amendment, addendum, and/or SOW for services rendered which have not been paid by TJJJ, including any invoicing not yet submitted to TJJJ for work performed by Service Provider. TJJJ will provide Service

Provider as much notice as possible so it may immediately cease operations and decommission. Once notice is provided by TJJD to Service Provider, Service Provider will not be responsible for any damages that arise from Service Provider's immediate requirement to decommission.

25. Excluded Parties

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

26. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD. Or Service Provider and TJJD have complied with the requirements of Section 669.003 concerning board approval and notice to the Legislative Budget Board.

27. False Statements

The undersigned certifies that the information contained in this contract is accurate and complete.

28. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

29. Financial Participation Prohibition Affirmation

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

30. Fingerprinting and Background Check

A. Unless Service Provider is addressed in Section B below, Service Provider shall:

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Background check will be conducted as described in the Statement of Work, which is incorporated herein by reference for all purposes.
2. Notify TJJD's Director of Human Resources of any notification that Service Provider receives from DFPS regarding an employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations on this assignment. Such employee, agent, consultant, subcontractor, subcontractor

employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJJ's Director of Human Resources.

B. Service Provider Licensed by the Texas Department of Family and Protective Services

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJJ youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJJ youth, obtain clearance under DFPS background check rules. Further:
 - a. Service Provider must provide sufficient information to allow TJJJ to verify DFPS clearance; and
 - b. Service Provider must notify TJJJ's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

C. TJJJ Approval

TJJJ will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJJ policies and procedures. TJJJ's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

31. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJJ from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract.

32. Former Agency Employees

Service Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TJJJ during the twelve (12) month period immediately prior to the date of execution of the contract.

33. Franchise Taxes

Section 1: Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false, this contract may be terminated at the option of TJJJ or other sanctions may be exercised.

Section 2: If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJJ within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJJ, this contract may be terminated at the option of TJJJ or other sanctions may be exercised under the provisions of this contract.

34. Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJJ.

35. Human Immunodeficiency Virus Services Act Compliance

Section 1: Service Provider certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

Section 2: Service Provider further certifies that workplace guidelines have been developed and implemented in accordance with the Human Immunodeficiency Virus Services Act. Service Provider may

elect to use workplace guidelines developed and implemented by the TJJJ. Should Service Provider not elect to use workplace guidelines developed and implemented by the TJJJ, Service Provider agrees that its workplace guidelines shall be similar to the TJJJ's as required by Section 85.113 of the Texas Health and Safety Code

Section 3: In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds, and Service Provider agrees to refund to the state any state funds Service Provider receives while ineligible.

36. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

37. Indemnification

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJJ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SERVICE PROVIDER SPECIFICALLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJJ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY CLAIMS BY SERVICE PROVIDER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS FOR INJURY OR ILLNESS ARISING IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.

38. RESERVED (intentionally left blank)

39. RESERVED (intentionally left blank)

40. Independent Contractor - Relationship of the Parties

Service Provider and Service Provider's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Service Provider nor TJJJ is an agent of the other and neither may make any commitments on the other party's behalf. Should Service Provider subcontract any of the services required in the contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJJ is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Service Provider shall have no claim against TJJJ for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJJ.

41. Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$300,000.00 for each occurrence of negligence. The insurance must cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

Section 2: Service Provider shall provide the TJJJ Contracts Department proof of insurance upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

Section 3: The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

42. Lobbying Prohibition

Service Provider represents and warrants that TJJJ's payments to Service Provider and Service Provider's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

43. No Conflicts of Interest

Service Provider represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Service Provider has disclosed in writing to TJJJ all existing or potential conflicts of interest relative to the performance of the contract. And if circumstances change during the course of the contract, Service Provider shall promptly notify TJJJ.

44. No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

45. No Quantity Guarantees

TJJJ makes no express or implied warranty whatsoever that a minimum number of referrals will be guaranteed under this contract.

46. No Third-Party Beneficiaries

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

47. Notice

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on page 1 of the contract and to TJJJ at Texas Juvenile Justice Department, Office of General Counsel, 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758.

48. Notice of Changes

Section 1: Service Provider shall notify TJJJ immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJJ.

Section 3: Service Provider shall not relocate the services provided under this contract from the location stated in the preamble, if applicable, without prior written approval from TJJJ and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

49. Permits, Certifications, and Licenses

Service Provider represents and warrants that it has determined what licenses, certifications, and permits are required under the contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the contract.

50. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

51. Prior Disaster Relief Contract Violation

Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Therefore, undersigned Service Provider certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

52. Problem Solving in the Ordinary Course of Business

Section 1: The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

Section 2: Informal Resolution: Service Provider and TJJJ staff will communicate regularly and engage in informal problem-solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Service Provider and TJJJ staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

- a. Service Provider or TJJJ staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
- b. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and the designated contact's supervisor.

Section 4: Appeal: Service Provider or TJJJ staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the

designated contact, or to TJJJ's Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJJ's Office of General Counsel.

53. Public Information Act

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML.

54. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJJ involving Service Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

55. Restriction on Possession of Weapons

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJJ youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJJ youth in Service Provider's care.

56. Sanctions

Section 1: In addition to its authority to terminate this contract under the termination provision or other provisions of this contract, TJJJ, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

- a. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recouping payment made to Service Provider; and/or
- c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assessing liquidated damages to the extent allowed by Texas law for each instance of non-compliance; and/or
- e. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

Section 2: Service Provider shall fully cooperate with TJJJ and its authorized representatives in carrying out corrective action plans.

Section 3: Service Provider may, in addition to terminating this contract under the termination provision or any other provision of this contract or associated agreement incorporated hereto, may take other actions including, but not limited to:

- a. Requiring TJJJ to take specific corrective actions in order to remain in compliance with the terms of this contract or associated agreement incorporated hereto; and/or
- b. Require immediate payment by TJJJ for any amounts overdue and associated penalty if any of Service Provider's lenders assess interest or penalty charge; and/or
- c. Assessing liquidated damages to the extent allowed by Texas law for each instance of non-compliance; and/or

d. Immediately suspending any work performed on behalf of TJJD until corrective action is taken.

57. Severability

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

58. Signature Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns.

59. Sovereign Immunity

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law.

60. RESERVED (intentionally left blank)

61. Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

62. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Service Provider or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Service Provider or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this provision shall

constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

63. Subcontractors

Service Provider may not subcontract any or all of the work and/or obligations due under this contract without prior written approval of the TJJD, which shall not be unreasonably withheld. Subcontracts, if any, entered into by the Service Provider shall be in writing and be subject to the requirements of this contract. Should Service Provider subcontract any of the services required in this contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

64. Survival

Expiration or termination of the contract for any reason does not release Service Provider from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

65. Suspension and Debarment

Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

66. Termination

Section 1: Service Provider may terminate the contract for convenience by giving sixty (60) calendar days' written notice to TJJD.

Section 2: TJJD may terminate the contract for convenience on sixty (60) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early, other than any amounts still owed to Service Provider for work performed until notice period expires.

Section 3: TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. TJJD will remain liable for any amounts due to Service Provider under this contract or any related amendment, addendum, and/or SOW for services rendered which have not been paid by TJJD, including any invoicing not yet submitted to TJJD for work performed by Service Provider.

Section 4: Cause/Default/Breach of Service Provider: If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract due to its own negligence, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Service Provider shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, natural catastrophes, riot, or failure of communication or power supply, but expressly excluding pandemic. Service Provider shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy, or privilege available to

it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider may be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein, if found in breach of the contract and assessed such costs by the appropriate, deciding authority.

Section 5: Cause/Default/Breach of TJJD: If TJJD fails to comply with any of the terms of this contract, Service Provider may, upon written notice of default or breach to TJJD, immediately terminate all or any part of this contract. Termination is not an exclusive remedy but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. Service Provider may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless Service Provider notifies TJJD in writing prior to the exercise of such remedy. TJJD shall be liable for all costs and expenses, including court costs, incurred by Service Provider with respect to the enforcement of any of the remedies listed herein

67. RESERVED (intentionally left blank)

68. Unfair Business Practices

Service Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Service Provider has not been found to be liable for such practices in such proceedings. Service Provider certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

69. RESERVED (intentionally left blank)

70. RESERVED (intentionally left blank)

ATTACHMENT 2 FEMA TERMS AND CONDITIONS

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Texas Juvenile Justice Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, BCFS Health and Human Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kevin C. Dinnin, President
Name and Title of Contractor's Authorized Official

July 07, 2020
Date

Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Texas Juvenile Justice Department, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Texas Juvenile Justice Department and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.

Section 2 c. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - No

Section 4 - Affirmation

GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

Section 3 - Self Performing Justification

Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: Lauren Maher Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

ry

Signature
Printed Name
Title
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____ . <div style="display: flex; justify-content: space-around; width: 100%;"> Central Time Date (mm/dd/yyyy) </div>	
<p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	



Concept of Operations

Operational Support for COVID-19 Impact

July, 2020

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SECTION I: INTRODUCTION

I-1 INTRODUCTION

This document provides background and a common operating picture for the Texas Juvenile Justice Department (TJJD) state partners and BCFS Health and Human Services response staff regarding the initial activation and sustained support of TJJD facilities impacted by COVID-19, with the placement of BCFS Health and Human Services Emergency Management Division (EMD) response staff to assist/augment fulltime facility staff. This is a response that will function to assist TJJD with direct care supervision while mitigation measures are initiated and established to reduce/eliminate the presence or exposure to COVID-19.

The scope of this document is to assess need(s), identify anticipated resource requirements, and provide the standard operating procedures (SOPs) and guidance necessary for the initial stand-up, activation, and operation of direct care support staff supervision at the various, specified TJJD locations throughout the State of Texas.

I-2 OVERVIEW

EMD will roster, coordinate, and deploy response personnel and equipment to provide coverage at pre-identified TJJD sites around the State of Texas. The response will be implemented via two (2) phases:

During the Preparedness Phase, BCFS will:

- Identify necessary response resources that can be scaled to meet the specific resource needs presented by the mission.
- Identify staff roles/responsibilities necessary to satisfy unmet needs.
- Determine appropriate staffing complements and prepare a response roster that meets TJJD requirements.
- Develop a plan that supports TJJD with the provision of direct care support staff and services.
- Develop a response budget to be forwarded to TJJD for approval prior to mobilization.

During the Response Phase, EMD will:

- Upon authorization from TJJD or designee via written notification, activate the appropriate number and type of personnel and support resources.
- Provide overall command and control via the activation of one (1) Branch Director and provide direct and immediate supervision of direct care support staff with the activation and placement of a Task Force Leader at each location with oversight of each shift.
- Provide sufficient staffing to operate at identified site(s) for twelve (12) hour shifts, seven (7) days a week that may remain in active status for up to sixty (60) days.

SECTION II: CONCEPT OF OPERATIONS (CONOP)

II-1 PLANNING CONSIDERATIONS AND ASSUMPTIONS

The planning considerations and assumptions for this response are as follows:

- EMD will provide personnel and resources to supplement direct care staff support at multiple TJJD site(s) housing juveniles with a scalable, modular, response.
- At the time of this writing, the following TJJD facilities have been selected for the establishment of EMD operations, along with corresponding direct care support staffing requests:

- Gainesville: 20 each; all assigned to the B Shift
 - Giddings: 20 each; all assigned to the B Shift
 - Edinburgh: 25 each; all assigned to the B Shift
 - Mart: 45 each; 8 assigned to the A Shift and 37 assigned to the B Shift
- TJJJ is responsible for providing initial and updated staffing requirements for each designated facility, as well as any changes to operational hours and shifts.
- Personnel will rally in San Antonio, Texas, to receive training, uniforms, badging, duty assignments, and equipment issuance prior to deployment to duty locations at assigned TJJJ sites.
- TJJJ is responsible for providing just-in-time (JIT) mission-specific and site-specific training for the initial deployment, as well as for personnel added to the mission-tasking thereafter.
- The initial group of personnel activated and trained for placement at TJJJ facilities will include twenty-five (25) additional personnel who will represent the initial reserve cadre of staff, ready for immediate activation to fill roster gaps that may occur. As the reserve staff group is utilized and depleted, additional personnel will proactively be processed and trained in anticipation of projected staffing needs.
- EMD personnel will have submitted to DFPS background check requirements as approved by TJJJ prior to deploying direct care personnel to assigned locations.
- Deployment to assigned duty locations will be conducted via convoy plan.
- EMD personnel will report to duty in BCFS-issued uniform shirts for direct care support staff.
- EMD personnel will be prepared to present a government-issued form of identification, as well as a BCFS-issued badge during the initial and subsequent check-in processes
- The majority of direct care support staff will report for duty on the appropriate date at 2000 hours. Personnel assigned to the Mart facility on the A Shift will report for duty NLT 0800 hours.
- The Mart facility utilizes a “picket” configuration, which is a controlled access point into the wing or pod of a correctional facility. The facility staff are stationed in the picket which is immediately adjacent to the entry way between separate pods. The staff working the picket are separated from the entry by glass and function the doors from a control room that allow for entry or exit from the pod.
- EMD personnel will adhere to INS 93.07 Entry Search Requirements to include the accompanying “Prohibited Items List.”
- EMD personnel will receive TJJJ-issued radios and will notify TJJJ personnel to intercede if direct contact or interaction with a youth is required.
- Direct care support staff will continually don Level I respiratory protection (e.g., surgical mask, KN95 mask), which will be provided by each TJJJ facility.
- TJJJ facilities requiring direct care support supervision assistance are operated under standards set in the Texas Administrative Code.
- Assigned staff will comply with TJJJ directives regarding protocols for how assigned staff will engage with children and when, under what conditions, and how assigned staff will alert TJJJ staff.
- EMD personnel may verbally interact with children at the facility in order to resolve minor issues based on training provided by TJJJ.
- For moderate to higher level issues, assigned staff will alert TJJJ staff regarding the situations.
- Assigned staff should not physically engage with youth in the care of TJJJ or attempt in any way to physically restrain them.

II-2 MANAGEMENT OBJECTIVES

1. Maintain effective command, coordination, and control through consistent use of the Incident Command System.
2. Ensure the dignity, safety, and well-being of juveniles in a calm and comforting atmosphere.
3. Ensure compliance with operational requirements of Texas Juvenile Justice Department and the EMD Command structure.
4. Ensure TJJD consistently receives real-time situational awareness of potential threats, concerns, or developments that could negatively affect mission outcomes.
5. Maintain expense control measures, tracking, and daily burn rate.
6. Maintain effective communication with TJJD command and external partner agencies.
7. Provide direct care support to TJJD staff for monitoring the safety, care, and well-being of juveniles located at each specified TJJD location.

II-3 TIME-PHASED IMPLEMENTATION TIMELINE

Upon receipt of an official tasking, the following general actions will be taken to initiate activation of personnel and operationalization:

TIME	ACTIVITY	OWNER
H-72+ Hrs.	Finalize staffing complements and assignments	Branch
H-72+ Hrs.	Activate personnel, with directions for travel to the appropriate rally point	Logistics
H-72+ Hrs.	Submit and fill requests for appropriate equipment and supplies	Branch/Logs
H-72+ Hrs.	Secure appropriate mode(s) of transportation to rally point and operational sites	Logs
H-60 to 54 Hrs.	Initiate check-in and accountability of incoming personnel at rally site	Branch/TFLs
H-54 to 48 Hrs.	Training Session 1: Personnel report to designated meeting room for familiarization & training (noon)	Branch
H-36 to 30 Hrs.	Training Session 2: Personnel report to designated hotel meeting room to complete training	Branch
H-30 to 24 Hrs.	Initiate travel to and arrive at assigned TJJD operational location (NLT noon) based on approved Convoy Plan	TFLs
H-10 Hrs.	A Shift reports for duty (0800 hours at Mart facility only)	TFL
H-0 Hrs.	B Shift reports for duty at assigned TJJD facility(s) (1900 hrs)	Branch/Logs

Activation

- TJJD will send official activation notice to EMD via written notice, which includes and/or authorized allocated positions, personnel, equipment, and supplies.
 - EMD will finalize team complements, rosters, and assignment of personnel based on the authorized and funded positions.

- Personnel will be alerted, notified, and advised to commence travel to the appropriate rally location in San Antonio, Texas.
- As per schedule, personnel will participate in familiarization and training presented by EMD leadership and TJJJ representative(s).
 - Just-in-time training will be designed to give direct care personnel the necessary information to successfully participate in TJJJ response activities.
 - TJJJ instructors will provide required training to direct care staff and IMT personnel.
 - Onsite orientation will also be provided by the TJJJ POC prior to direct care personnel working their initial shifts at TJJJ facilities.
- While at the training location, teams and personnel will receive allocated equipment and supplies, including EMD badges specific to COVID-19 response(s).
- Once familiarization and training is complete, at the appropriate time, each Task Force will assemble and convoy to their respective, assigned location.
 - Accountability measures will take place prior to launching, e.g., presence of all personnel, equipment, supplies, vehicles, tracking, etc.
 - All Task Force to utilize and adhere to approved Convoy Plans.
- Upon arrival, each Task Force will get situated in their lodging locations and prepare to report for duty at the appropriate time.

Reporting to Assigned Duty Site

Upon arrival to the deployment TJJJ site(s):

- EMD will verify direct care personnel are approved for deployment based on their current status to allow those staff members to start their initial shift.
 - Non-TJJJ verified team members will not be permitted to enter the assigned TJJJ site(s) until all background check issues are resolved.
- DC personnel will present a government-issued photo ID and EMD badge upon arrival.

Deactivation/Demobilization

- TJJJ POC(s) will send official deactivation notification to EMD Incident Commander or tasking will automatically terminate as per criteria noted in the Statement of Work (SOW).
 - Notification will advise of sequential or phased vs. wholesale deactivation of personnel.
- The EMD Branch Director will oversee the orderly, thorough, and safe deactivation/demobilization of personnel as appropriate.
- The EMD Branch Director will take the actions necessary to convene and facilitate hot wash and post-incident analysis sessions as appropriate.
- Upon demobilization, all personnel are required to returned issued equipment, as appropriate
- Utilizing approved modes of transportation back to their respective home base, personnel will report their safe arrival and ensure timely submittal of all appropriate documents, e.g., timesheets, expense reports, mileage reports, etc.
- The BCFS Finance Section will take the necessary actions to collect, compile, collate, and finalize all necessary documentation in support of closure of the event.

II-4 CRITICAL MISSION FUNCTIONS

Direct Care Support Staff (DCSS) will:

- Receive the appropriate familiarization and training required by TJJJ at rally location in San Antonio prior to deployment to assigned facilities.
- (Upon arrival at assigned facility), receive orientation information specific to the assigned facilities, as well as their assigned duties, responsibilities, and priorities.
- Provide support and staffing for shift operations to include control room and access functions.
- Effectively utilize and maintain equipment issued by TJJJ to include radios and body cameras Provide support to the TJJJ personnel supervising the youth in care.
- Monitor and supervise youth during the evening hours when youth have gone to bed.
- Perform their duties in accordance with TJJJ requirements, using reasonable actions to ensure their safety and well-being.
- Effectively communicate facility and programmatic behavioral expectations and limitations to minors where required.
- Immediately notify the designed TJJJ point of contact regarding concerns or emergencies concerning status change of the minor.
- Maintain compliance with agency policies and procedures established by state and federal standards.

Task Force Leaders (TFLs) will:

- Maintain command, control, and coordination of direct care support staff assigned to their field location.
- Ensure accountability of all personnel at the TJJJ facilities and assigned lodging location.
- Provide communication and coordination between the direct care support staff and the Branch Director.
- Conduct assessments and take the actions necessary to ensure all personnel are abiding by rules, guidelines, and requirements associated with COVID-19 concerns, as well as their assigned duties.
- Monitor personnel to ensure they are maintaining a high level of professionalism in the performance of their duties, as well as via their interactions with youth, facility staff, and fellow direct care personnel.
- Ensure timely and appropriate actions are taken to ensure ample availability of supplies and equipment based on staff needs.
- Document the incident with consistent entries in the appropriate WebEOC boards, e.g., Events, STARS, etc.

Incident Management Team (Branch Director) will:

- Ensure seamless integration into established response structure/organization by serving as single point of contact for TFLs, TJJJ staff, and the EMD Command structure.
- Communicate facility concerns, as well as other resource needs, to designated TJJJ point of contact.
- Ensure adequate and appropriate staffing levels to support direct care operations.
- Take actions to fill staffing needs/gaps as they may occur.
- Facilitate the check in/out process for personnel activating or demobilizing from the operation.
- Serve as the point of contact to manage and/or address any issues with direct care support staff conduct or concerns.
- Report EMD quantitative data (e.g., staffing numbers) to the designated TJJJ point of contact per reporting procedures/deadlines communicated.

- Assist the Finance Section with monitoring timely and accurate submittal of timesheets, burn rates, and other budget-related responsibilities and priorities.

II-5 COMMAND AND CONTROL

Mission Planning Team

A Mission Planning Team (MPT) will support the tasking/deployment in order to ensure a seamless integration into TJJJ operations. This planning resource will provide critical pre-activation/mobilization planning and coordination to support initial and ongoing operations.

BCFS TJJJ Branch

Once all activated and assigned resources are on-scene and operational, the MPT will transition command, control, and coordination to the EMD TJJJ Branch, which falls within the Operations Section within the EMD command structure. Full transition of responsibility from the MPT to the Branch Director will be determined based on direction from the Incident Commander. See organizational chart below for organization and lines of authority.

Critical Information Systems

WebEOC will be utilized to maintain situational awareness of the various operational locations. The Branch Director and TFLs will be responsible for timely, accurate, and comprehensive board entries, including but not limited to the use of the following boards:

- Battle Rhythm
- Events
- Response Personnel
- Situation Reports/Incident Action Plans (IAPs)
- File Library

TFLs will be responsible for submitting, at minimum, end of shift (EOS) reports with stats and operational activities.

II-6 OPERATIONAL LOCATIONS

EMD Emergency Operations Center

The EMD EOC is located at the BCFS HHS EMD Headquarters, 7451 FM 3009, Schertz, TX 78514. Command staff including the Branch Director are assigned to this location to support TJJJ operations and response personnel in field locations.

EMD Warehouse

The EMD Warehouse is located in Schertz, TX. The warehouse will support the incident logistics at the designed sites with resources needed to support TJJJ operations.

TJJJ Facilities

For planning purposes, EMD has organized resources to provide services to four (4) designated TJJJ sites in the State of Texas.

- Direct Care staff assigned to each facility/location will be coordinated by an assigned TFL.

- All TFLs will coordinate with and receive oversight and direction from the EMD TJJD Branch Director
- The Branch Director will communicate with and receive direction via the EMD Operations Section.
- The Operations Section will coordinate and receive direction from the EMD Incident Commander.

II-7 OPERATIONAL HOURS

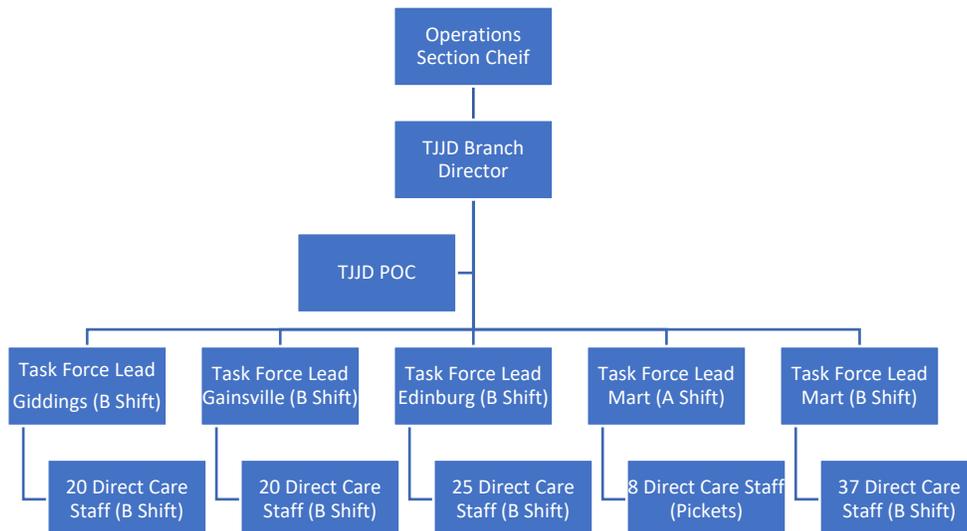
Command and all operational personnel will function on 12-hour shifts:

- A Shift: 0800 hours to 2000 hours
 - TFL: one (1) each @ Mart facility
 - Direct care support staff: eight (8) each @ Mart facility (assigned to “Picket”)
- B Shift: 2000 hours to 0800 hours
 - TFLs: one (1) each at all facilities
 - Direct care support staff
 - Gainesville: 20 each
 - Giddings: 20 each
 - Edinburg: 25 each
 - Mart: 37 each (30 regular duties; 7 assigned to “Picket”)
- Twenty-four (24) hour operations will remain in place, pending further communication and coordination between the appropriate TJJD representative and the EMD TJJD Branch Director.
- NOTE: Non-direct care staff may be assigned A, B, split, or swing shifts in accordance with operations to maintain effective command, control, and coordination.

SECTION III: RESOURCES

III-1 PERSONNEL

BCFS TJJD Branch Organizational Chart



III-2 POSITION BREAKDOWN

Staffing (Leadership/Supervisory)	A Shift	B Shift	Total Staff
TJJD Branch Director	1	0	1
Task Force Lead	1 (Mart only)	4	5
Direct Care Support Staff	8 (Mart only)	102	110
Direct Care Support Staff (Reserve, Training Only)		25	25

III-3 EQUIPMENT

Administrative

Administrative equipment includes all electronics (e.g., computers, printers) associated with the mission for use by supervisory personnel.

Communications

Leadership/supervisory personnel (Branch Director and TFLs) assigned to the incident will utilize the following communication resources:

- Mobile phones
- ICOM radios
- Laptops
- Voice Over Internet Protocol (VoIP) technology

Rolling Stock

Vehicles for this tasking will include:

- Vehicles for TFLs
- Vehicles for use by Direct Care Staff for use to travel from TJJD facilities and assigned lodging locations as follows:
 - Gainesville: 4
 - Giddings: 4
 - Edinburg: 5
 - Mart: 9

III-4 SUPPLIES

Resources have been identified for each TJJD site and will be distributed at the San Antonio rally point, prior to deployment downrange. Additional supplies may be ordered via State of Texas Assistance Request (STAR) submittal by TFLs via WebEOC to the EMD EOC. Supplies are categorized as follows:

- Office-related supplies
- Laptops
- Mobile/portable printers (including paper)
- Supplemental Personal Protective Equipment (PPE)
- TJJJ has agreed to supply the PPE needs of Direct Care Support Staff at each of the TJJJ facilities

Equipment/Supply Distribution

IT/Comm	Quantity
Portable Printers	5
MiFi	5
VoIP Phones	1
Mobile Phones	6
Tracker Phones	5
ICOM	6
Laptop Computers	5
Badges	140

EMD credential badges will be issued in accordance to responding position. Badge example noted below:



**COVID-19
EMERGENCY
RESPONSE**



SECTION IV: SECTION IV: COST PROPOSAL

 Texas Juvenile Justice Department Covid Support 									
Labor Category	A Shift	B Shift	# Personnel	Regular Hours	OT Hours	Hourly Rate	OT Rate	Weekly Rate	30 Days
EOC IMT (No Charge)									
Branch Director (Split/Swing)	1		1	40	58	\$ 60	\$ 90	\$ 7,620	\$ 32,690
Task Force Leader	1	4	5	40	58	\$ 50	\$ 75.00	\$ 31,750	\$ 136,208
Direct Care	55	55	110	40	44	\$ 28	\$ 42.00	\$ 326,480	\$ 1,400,599
Direct Care Reserve	25		25	36	0	\$ 28	\$ 42.00	\$ 25,200	\$ 25,200
Staff Sub Total	82	59	141						\$ 1,594,697
Item									30 Days
Fringe									\$ 43,152
Insurance									\$ 1,320
Per Diem/Food Service									\$ 174,202
Hotel - Staff									\$ 707,525
Deployment travel									\$ 70,500
Rental Vehicles									\$ 89,100
Fuel									\$ 2,145
Uniforms									\$ 10,440
Computer Rentals									\$ 834
Communications (No Charge)									
Equipment (No Charge)									
ODC Total									\$ 1,099,219
Subtotal									\$ 2,693,915
Indirect									\$ 301,719
Total Budget									\$ 2,995,634
One Time Fee - Mobilization and Demobilization									\$ 12,200