

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 of 44
2. CONTRACT (Proc. Inst. Ident.) NO. HHSP233201500041C		3. EFFECTIVE DATE 09/30/2015	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACF163578	
5. ISSUED BY DHHS/PSC/AMS/DAM Twinbrook Place, Suite 400 12501 Ardenes Avenue Rockville MD 20857	CODE DAM	6. ADMINISTERED BY (If other than Item 5)		CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE INC 233 BROADWAY FL 12 NEW YORK NY 102791299		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
CODE 356370 FACILITY CODE		ITEM

11. SHIP TO/MARK FOR ACF Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447	CODE ACF	12. PAYMENT WILL BE MADE BY FMS	CODE FMS
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA 2015.G99UPR5.25102
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$24,698,132.05

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) AARIE INACNO, CORPORATE COUNSEL		20A. NAME OF CONTRACTING OFFICER ROSANNA BROWNING	
19B. NAME OF CONTRACTOR (b)(6)	19C. DATE SIGNED 9/29/15	20B. UNITED STATES OF AMERICA (b)(6)	20C. DATE SIGNED 09/29/2015
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSP233201500041C

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NAME OF OFFEROR OR CONTRACTOR

VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 13-1941627 DUNS Number: 073299836 Questions concerning this order may be referred to Shanelle Jackson at (301) 443-2367 or Shanelle.Jackson@psc.hhs.gov. Please reference the order number. Questions regarding payment should be referred to the payment office at (301) 443-3020. Appr. Yr.: 2015 CAN: G99UPR5 Object Class: 25102 FOB: Destination Period of Performance: 09/30/2015 to 09/29/2016				
1	BASE CLIN 1 Obligated Amount: \$5,112,542.00				5,112,542.00
2	BASE CLIN 2 Obligated Amount: \$5,800,645.00				5,800,645.00
3	BASE CLIN 3 Obligated Amount: \$13,784,945.05				13,784,945.05
4	OP1 CLIN 1 Amount: \$5,265,918.00 (Option Line Item)				0.00
5	OP1 CLIN 2 Amount: \$5,974,664.00 (Option Line Item)				0.00
6	OP1 CLIN 3 Amount: \$14,941,128.28 (Option Line Item)				0.00
7	OP2 CLIN 1 Amount: \$5,423,896.00 (Option Line Item)				0.00
8	OP2 CLIN 2 Amount: \$6,153,904.00 (Option Line Item)				0.00
9	OP2 CLIN 3 Amount: \$16,575,151.30 (Option Line Item)				0.00
10	OP3 CLIN 1 Amount: \$5,586,613.00 (Option Line Item)				0.00
11	OP3 CLIN 2 Amount: \$6,338,521.00 (Option Line Item)				0.00
12	OP3 CLIN 3 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSP233201500041C

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NAME OF OFFEROR OR CONTRACTOR

VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$18,433,610.38 (Option Line Item)				
13	OP4 CLIN 1 Amount: \$5,754,211.00 (Option Line Item)				0.00
14	OP4 CLIN 2 Amount: \$6,528,677.00 (Option Line Item)				0.00
15	OP4 CLIN 3 Amount: \$20,529,650.67 (Option Line Item)				0.00

B - Consideration and Payment

B.1. Severable Services

The services acquired under this contract are severable services. Funds are only available for use for the line item to which they are obligated. Unused funds from one period (line item) may not rollover for use in other periods.

B.2. CONSIDERATION AND PAYMENT SCHEDULE (FFP)

The total fixed price for CLIN 1 and CLIN 2 including the base and all options is \$57,939,591. Payments shall be made in equal monthly payments in accordance with the following payment schedule:

CLIN 1: Task 4, Task 6, Task 9, Task 11

Contract Period	Fixed Price	Monthly Payment
Base	\$5,112,542	\$426,045.17
Option Period 1:	\$5,265,918	\$438,826.50
Option Period 2:	\$5,423,896	\$451,991.33
Option Period 3:	\$5,586,613	\$465,551.08
Option Period 4:	\$5,754,211	\$479,517.58

CLIN 2: Know Your Rights Presentation (Task 1)

Contract Period	Fixed Price	Monthly Payment
Base	\$5,800,645	\$483,387.08
Option Period 1:	\$5,974,664	\$497,888.67
Option Period 2:	\$6,153,904	\$512,825.33
Option Period 3:	\$6,338,521	\$528,210.08
Option Period 4:	\$6,528,677	\$544,056.42

***NOTE:** The above fixed price is set to provide services under CLIN 2 for up to 24,901 children in Region A.

a. Unit Pricing beyond maximum number of children

Base Unit Price:	<u>\$190.00</u>
Option Period 1 Unit Price:	<u>\$196.00</u>
Option Period 2 Unit Price:	<u>\$202.00</u>
Option Period 3 Unit Price:	<u>\$208.00</u>
Option Period 4 Unit Price:	<u>\$214.00</u>

***NOTE:** In the event that the maximum number of children is reached, the above pre-negotiated rates apply. These rates will only become effective once a contract modification has been executed.

B.3 Consideration and Payment (T&M)

The services under CLIN 3: Direct Representation (Task 2, Task 3, Task 5, Task 7, Task 8, Task 10, Task 12) are being acquired on a time-and-material basis. In consideration of satisfactory performance of the work as described throughout this contract/order, the Contractor shall be paid in accordance with the fixed loaded hourly rates as shown herein for the specified categories of labor based on the number of actual hours incurred in the performance of the work specified. Fully loaded rates shall be all inclusive of direct labor, fringe benefits, applicable indirect costs, and any profit for each labor category. Additionally, the contractor shall be paid for materials and travel directly chargeable to this contract/order. If the options are exercised subsequent year funding will be obligated by modification.

The ceiling for each period of contract performance is identified in the tables below. The Government shall not be obligated to pay any amount in excess of the ceiling price for each period nor is the Contractor obligated to continue performance if to do so would exceed this ceiling price. In the event that the Government chooses to exercise optional contract periods, unused funds from a previous contract/order period may not be used to fund any services taking place in a subsequent contract/order period. The ceiling price may be modified by the Government if it is determined that the estimated hours are insufficient for the work required.

The base period and option periods are priced as follows:

B.3.1 Base Period

Labor Category (Vera Title)	Loaded Hourly Rate	Estimated Hours	Total
(b)(4)			
American Bar Association, South Texas Pro Bono Asylum Representation Project			
(b)(4)			

(b)(4)

Cabrini Center for Immigrant Legal Assistance, Catholic Charities of Houston			
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(b)(4)

Refugee and Immigrant Center for Education and Legal Services

(b)(4)

Catholic Charities Archdiocese of New Orleans

(b)(4)

Kids in Need of Defense - Houston			
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(b)(4)

Children's Immigration Law Academy (CILA) American Bar Association Fund for Justice and Education

(b)(4)

Diocesan Migrant and Refugee Services			
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(b)(4)

Human Rights Initiative, Inc.

(b)(4)			
Total Labor			\$11,465,265.43
Materials/Other Direct Costs/Travel			\$2,319,679.62
Total CLIN 3 Base Year Ceiling Price			\$13,784,945.05

B.3.2 Option Period One

Vera Institute of Justice (Prime Contractor Costs)			
Labor Category (Vera Title)	Loaded Hourly Rate	Estimated Hours	Total

(b)(4)			
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American Bar Association, South Texas Pro Bono Asylum Representation Project

(b)(4)			
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Cabrini Center for Immigrant Legal Assistance, Catholic Charities of Houston

(b)(4)			
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Refugee and Immigrant Center for Education and Legal Services

(b)(4)			
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(b)(4)

**Catholic Charities Archdiocese of
New Orleans**

(b)(4)

Kids in Need of Defense - Houston

(b)(4)

**Children's Immigration Law
Academy (CILA) American Bar
Association Fund for Justice and
Education**

(b)(4)

**Diocesan Migrant and Refugee
Services**

(b)(4)

Human Rights Initiative, Inc.

(b)(4)

Total Labor			\$12,868,314.80
Material/Other Direct Costs/Travel			\$2,072,813.48
Total CLIN 3 Option Period 1 Ceiling Price			\$14,941,128.28

B.3.3 Option Period Two

Vera Institute of Justice (Prime Contractor Costs)			
Labor Category (Vera Title)	Loaded Hourly Rate	Estimated Hours	Total
(b)(4)			

(b)(4)

**American Bar Association, South
Texas Pro Bono Asylum
Representation Project**

(b)(4)

**Cabrini Center for Immigrant Legal
Assistance, Catholic Charities of
Houston**

(b)(4)

**Refugee and Immigrant Center for
Education and Legal Services**

(b)(4)

**Catholic Charities Archdiocese of
New Orleans**

(b)(4)

Kids in Need of Defense - Houston

(b)(4)

**Children's Immigration Law
Academy (CILA) American Bar
Association Fund for Justice and
Education**

(b)(4)

**Diocesan Migrant and Refugee
Services**

(b)(4)

Human Rights Initiative, Inc.			
Labor Category (Vera Title)	Loaded Hourly Rate	Estimated Hours	Total
(b)(4)			
Total Labor			\$14,287,393.06
Material/Other Direct Costs/Travel			\$2,120,047.89
Total CLIN 3 Option Period 2 Ceiling Price			\$16,575,151.30

B.3.4 Option Period Three

Vera Institute of Justice (Prime Contractor Costs)			
Labor Category (Vera Title)	Loaded Hourly Rate	Estimated Hours	Total
(b)(4)			
American Bar Association, South Texas Pro Bono Asylum Representation Project			
(b)(4)			
Cabrini Center for Immigrant Legal Assistance, Catholic Charities of Houston			
(b)(4)			

(b)(4)

**Refugee and Immigrant Center for
Education and Legal Services**

(b)(4)

**Catholic Charities Archdiocese of
New Orleans**

(b)(4)

Kids in Need of Defense - Houston

(b)(4)

Children's Immigration Law Academy (CIL) American Bar Association Fund for Justice and Education			
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(b)(4)

**Diocesan Migrant and Refugee
Services**

(b)(4)

Human Rights Initiative, Inc.			
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(b)(4)

Total Labor			\$16,059,945.21
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Material/Other Direct Costs/Travel			\$2,183,649.34
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Total CLIN 3 Option Period 3 Ceiling Price			\$18,433,610.38

B.3.5 Option Period Four

Vera Institute of Justice (Prime Contractor Costs)			
Labor Category (Vera Title)	Loaded Hourly Rate	Estimated Hours	Total

(b)(4)			
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American Bar Association, South Texas Pro Bono Asylum Representation Project

(b)(4)			
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Cabrini Center for Immigrant Legal Assistance, Catholic Charities of Houston

(b)(4)			
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Refugee and Immigrant Center for Education and Legal Services			
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(b)(4)

**Catholic Charities Archdiocese of
New Orleans**

(b)(4)

Kids in Need of Defense - Houston

(b)(4)

**Children's Immigration Law
Academy (CILA) American Bar
Association Fund for Justice and
Education**

(b)(4)

**Diocesan Migrant and Refugee
Services**

(b)(4)

Human Rights Initiative, Inc.

(b)(4)

Total Labor			\$18,065,203.92
Materials/Other Direct Costs/Travel			\$2,249,158.81
TOTAL CLIN 3 OPTION PERIOD 4 CEILING PRICE			\$20,529,650.67

B.4 Material (Non-labor) Indirect Rates

Pursuant to the General Provisions of this contract and FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Dec 2014); Alt. I (May 2014), the following indirect rates to be applied against Materials are established:

The Vera Institute of Justice does not charge indirect rates on materials.

C- Description/Specifications

Title: Legal Service Providers

C. 1. Background

On March 1, 2002, the Homeland Security Act of 2002, §462, 6 U.S.C. § 279, transferred the functions under U.S. immigration laws regarding the care and placement of unaccompanied alien children (UC) from the former Immigration and Naturalization Service to the Director of the Office of Refugee Resettlement (ORR). The Division of Unaccompanied Children's Services (DUCS) was created within ORR to serve this purpose, in 2011 ORR reorganized and the UC program was brought under the newly formed Division of Children's Services (DCS). The UC population includes those who: (1) have no lawful immigration status in the United States; (2) have not attained 18 years of age; and (3) with respect to whom - (i) there is no parent or legal guardian in the United States; or (ii) no parent or legal guardian in the United States is available to provide care and physical custody.

On December 23, 2008, the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 (TVPRA) was passed. The law modified and expanded HHS' role in the care of UC. Relevant to this Statement of Work, section 235(c)(5) of the (TVPRA), 8 U.S.C. § 1232(c)(5) states, “[t]he Secretary of Health and Human Services shall ensure, to the greatest extent practicable and consistent with section 292 of the Immigration and Nationality Act (8 U.S.C. 1362), that all unaccompanied alien children who are or have been in the custody of the Secretary [of HHS] or the Secretary of Homeland Security... have counsel to represent them in legal proceedings... To the greatest extent practicable, the Secretary of Health and Human Services shall make every effort to utilize the services of pro bono counsel who agree to provide representation to such children without charge.”

ORR identifies care options and placements for UC in licensed shelters, group homes, secure facilities, or foster care, according to their specific needs. In making placements, ORR is guided by the principles that all UC should be treated with dignity, respect, and special concern for their particular vulnerability, all UC must be placed in the least restrictive setting that is in the best interest of the UC, and each UC shall be provided care and services free from discrimination based on race, religion, national origin, sex, handicap, or political belief.

UC are particularly vulnerable, having faced traumatic situations in their home countries, such as dire poverty, war, forced military or gang recruitment, human trafficking, domestic violence, abuse, familial separation and government neglect. Some are also very young, most have little or no formal education, and are primarily non-English speaking. After apprehension by the Department of Homeland Security (DHS) and transfer to ORR, these children face a complicated legal system.

Over 90% of UC were released to the custody of a sponsor in FY14 while awaiting their immigration proceedings; most UC immigration cases are not resolved until after they are released from ORR. Therefore, in addition to the legal services provided while in custody, post-release pro-bono and direct representation are an essential part of the continuity of legal services

to be performed by the contractor. Professional legal counsel assists in educating the children of their rights, determining if the children qualify for any immigration relief from removal back to their home countries, and applying for identified relief. Continuity of legal representation for UC improves efficiency in ORR facilities and in the immigration court system. It also increases the ability of UC to obtain the relief for which they qualify.

C. 2. Purpose

The U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) requires Contractors to implement regional programs providing legal services to unaccompanied alien children (UC). The Contractor will provide legal services directly to UC within region(s) in order to ensure comprehensive and efficient delivery of legal services within the region(s). The Contractor will be required to coordinate with ORR and with other Contractors from different regions to ensure seamless, consistent, quality legal services across the nation. The UC legal services to be delivered in each region will include the following activities for UC who are either in ORR custody or formerly were in ORR custody:

- Pro Bono legal representation to the greatest extent practicable;
- Direct representation to the greatest extent practicable;
- Screenings for legal relief and for human trafficking concerns;
- Friends of the court services where applicable and allowed under local immigration court rules; and
- Know Your Rights (KYR) presentations.

In addition, the Contractor shall collaborate with the Executive Office For Immigration Review (EOIR) in providing legal orientation presentations to sponsors' of UC.

The Office of Refugee Resettlement (ORR) is acquiring legal support services for the following:

- Region A: Region A covers the states within HHS Region 6. This includes Texas, Oklahoma, Arkansas, New Mexico, and Louisiana.

C. 3. Statement Of Work

The Contractor shall provide direct legal representation to unaccompanied alien children. The Contractor shall successfully recruit and train pro bono attorneys to the greatest extent possible. The Contractor shall also facilitate the continuation of legal representation once a UC is released to a sponsor and moves across regions.

C.4 General Requirement

The Contractor shall have locations in the following areas, within its regions, to provide services to ORR-funded care provider facilities within a 100 mile radius for the estimated bed capacity.

Location	Estimated Bed Capacity	Maximum # of Children
Fort Worth, TX	15	122
Houston, TX	550	4461
San Antonio, TX	450	3650
Harlingen, TX	1600	12978
Corpus Christi, TX	280	2271
El Paso, TX	175	1419

C.5 Specific Task

TASK 1: Know Your Rights Presentation and Legal Screening

The Contractor shall:

- i. Provide legal screening and “Know Your Rights” presentation to UC in HHS custody within 7-10 days of UC admission into ORR care.
- ii. Submit an implementation plan with policies and procedures it would take to accomplish i above. This plan shall be submitted to the Contracting Officer’s Representative (COR) within 30 days of award.

TASK 2: Provide courtroom assistance or preparation, where allowed, for UC in HHS custody who are required to attend court while in HHS custody.

Task 3: Direct Representation

The Contractor shall provide direct representation to UC who:

- a) Were released in the following immigration court jurisdictions:
 - Dallas, Texas;
 - Houston, Texas;
 - New Orleans, Louisiana.
- b) Are without reunification options (regardless of being identified with or without legal relief).
- c) Enter immigration proceedings while in HHS custody.
- d) Have been released locally from an ORR-funded facility.

The Contractor shall submit an implementation plan inclusive of the policies and procedures it would take to accomplish a-d above. This plan shall be submitted to the COR within 30 days of award.

TASK 4: The Contractor shall assist UC in HHS custody, care provider managers, or others with filing paperwork with the DHS or Department of Justice (DOJ) as required by immigration court practice and procedures.

TASK 5: Pro Bono

The Contractor shall:

- a) Protocol for screening each Pro Bono Attorney to ensure that each has the appropriate training or experience; adequate resources; and the skills to work appropriately with children.
- b) Training for Pro Bono Attorneys to enter information for the children into the Contractor's designed case management system.
- c) Submit an implementation plan with policies and procedures it would take to accomplish a) and b) above. This plan shall be submitted to the Contracting Officer's Representative (COR) within 60 days of award.

TASK 6: The Contractor shall coordinate assignment of Pro Bono Attorneys for UC in and formerly in HHS custody, including for children transferred within ORR's network of care.

TASK 7: The Contractor shall coordinate with UC attorneys and/or child advocates to provide UC with legal services, including:

- a) Referrals for service, including direct representation;
- b) Data collection and statistics; and
- c) Other assistance as approved by the COR.

TASK 8: The Contractor shall track scheduled immigration court dates and immigration judge decisions for UC in its region. The Contractor shall--

- a) Track UC cases, whether active, pending or closed;
- b) Track disposition of cases, and maintain statistics on those cases;
- c) Identify applications for relief sought; requests for voluntary departure; or other information by UC; and
- d) Identify applications for relief sought; requests for voluntary departure; or other information by immigration court location.

TASK 9: The Contractor shall perform on-site record keeping, maintenance and monitoring of the case management system created or used by the Contractor. This must include, at a minimum:

- a) Children screened;
- b) Types of relief individual children are found eligible for;
- c) Attorneys recruited (pro bono; attorneys providing courtroom assistance to UC in care); and
- d) Children directly represented by Pro Bono Attorneys.

TASK 10: The Contractor shall conduct training on immigration law and procedures for newly recruited attorneys, utilizing a variety of delivery methods including live instructions, video conferencing, etc. The Plan for delivery must be submitted within 30 days of award. Plan must be implemented within 14 days of approval by the COR.

TASK 11: Thirty (30) days upon request from the COR, the Contractor shall provide attorneys and recruit Pro Bono representation that will provide legal services to UC at emergency reception centers.

TASK 12: The Contractor shall submit, within 5 business days of the month to the COR, a status report of the following:

- a) Number of children screened for legal relief;
- b) Number of children screened for legal relief, after release from HHS custody;
- c) Number of children provided legal assistance in immigration court while in HHS custody;
- d) Length of time to secure legal representation (Pro Bono, or direct representation) for children in HHS custody and upon release from HHS custody;
- e) Number of children receiving legal representation;
- f) Relief identified for children screened;
- g) Applications for relief, voluntary departure or other immigration court actions taken;
- h) Running cost of representation on a per capita and per case basis;
- i) Number of cases, including averages and other metrics, for attorneys representing children in HHS custody and out of HHS custody; and
- j) Qualitative analysis related to the effectiveness of the legal services access within their region. This may include any information gathered from site visits, legal screenings of UC and technical assistance.

C.6 Quality Assurance Surveillance Plan (QASP)

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the contract and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP is a living document and may be updated by the Government as necessary.

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met	Incentive (Positive and/or Negative)
Legal Screening & Know Your Rights	The Contractor shall create a plan regarding implementation of legal screenings, Know your Rights Presentations and court room assistance to UC within 30 days of award and adhere to this implementation plan throughout the contract period.	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.
Legal Screening & Know Your Rights Presentations	The Contractor shall provide legal screenings and Know your Rights Presentations	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	20% reduction of fixed price.
Courtroom assistance	The Contractor shall provide courtroom assistance to UC in ORR care	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Payment will only be authorized for Time & Material of courtroom assistance provided.

Direct Representation	The Contractor shall create a plan regarding implementation of direct representation to UC within 30 days of award and adhere to this implementation plan throughout the contract period.	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.
Direct Representation	The Contractor shall provide direct representation to UC Released from ORR care and UC in long-term foster placement	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Payment will only be authorized for Time & Material of direct representation provided.
Outreach	The Contractor shall create a plan regarding implementation of outreach conducted to legal communities to screen and train potential Pro Bono Attorneys within 60 days of award and adhere to this implementation plan throughout the contract period.	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.

Training	The Contractor create a plan regarding conducting training on immigration law and procedures for newly recruited attorneys timely	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.
Staffing	The Contractor shall have the ability to hire attorneys and recruit Pro Bono representation to provide legal services to UC at emergency facilities within 30 days of initial COR approval.	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Up to 5% reduction in payment if representation is not provided within 30 days.
Reporting	The Contractor shall provide a status report as per the Statement of Work to the COR by the 5 th business day of the month.	COR verification through review of monthly report.	95% compliance to SOW	Status report will be used to approve invoice.

D - Packaging and Marking

D.1 Payment Of Postage And Fees

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative shall be paid by the Contractor.

D.2 Marking

Packages shall be clearly marked in accordance with normal commercial practices to ensure safe delivery at destination. In addition, all packages shall be marked as follows:

1. Name of Contractor:
2. Contract Number:
3. Task Order Number:
4. Description of items contained therein; "TDB"
5. Consignee's name and address.

E - Inspection and Acceptance

E.1. Inspection And Acceptance

Pursuant to 52.212-4, all work described in the SOW/PWS/SOO to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Government's COR, who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor

E.2 FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): HHSAR – www.hhs.gov/policies/hhsar/; FAR – www.acquisition.gov

a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Contract Clauses

<u>FAR Clause No.</u>	<u>Title and Date</u>
52.212-4	Contract Terms and Conditions – Commercial Items (May 2015) (Fixed Price)
52.212-4	Contract Terms and Conditions – Commercial Items ALT I (May 2014) (Time-And-Material)

F - Deliveries or Performance

F.1 Period Of Performance

The government anticipates the period of performance will be for a base period of 12-months, with four 12-month option periods, as follows:

Base Period: September 30, 2015 through September 29, 2016
 Option Period One: September 30, 2016 through September 29, 2017
 Option Period Two: September 30, 2017 through September 29, 2018
 Option Period Three: September 30, 2018 through September 29, 2019
 Option Period Four: September 30, 2019 through September 29, 2020

Option periods may be exercised in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract (MAR 2000).

F.2 Report(S)/Deliverables And Delivery Schedule

The contractor shall submit all required report(s)/deliverables in accordance with the following schedule: All reports shall reference and cite the contract/order number.

Report	Quantity	Due Date	Format
The Contractor shall create a plan regarding implementation of legal screenings, Know your Rights Presentations and court room assistance to UC.	One time	Within 30 days of award	PDF document, no longer than 20 pages in length
The Contractor shall provide legal screenings and Know your Rights Presentations.	Monthly Report	Within first 5 business days monthly	PDF Report
The Contractor shall create a plan regarding implementation of direct representation to UC.	One time	Within 30 days of award	PDF document, no longer than 20 pages in length
The Contractor shall provide direct representation to UC Released from ORR care and UC in long-term foster placement	Monthly Report	Within first 5 business days monthly	PDF Report
The Contractor shall provide courtroom assistance to UC in ORR care.	Monthly report	Within first 5 business days monthly	PDF report
The Contractor shall create a plan regarding implementation of outreach conducted to legal communities to screen and train potential Pro Bono Attorneys.	One time	Within 60 days of award	PDF document, no longer than 20 pages in length
The Contractor shall provide outreach to legal communities to screen and train potential Pro Bono Attorneys.	Monthly Report	Within first 5 business days monthly	PDF report
The Contractor shall create a plan regarding conducting training on immigration law and procedures for newly recruited attorneys.	One time	Within 14 days of implementation	PDF document, no longer than 20 pages in length

The Contractor shall conduct training on immigration law and procedures for newly recruited attorneys.	Monthly Report	Within first 5 business days monthly	PDF report
The Contractor shall have the ability to hire attorneys and recruit Pro Bono representation to provide legal services to UC at emergency facilities.	One time	Within 30 days of initial COR approval	Email
The Contractor shall provide a status report as per the Statement of Work to the COR by the 5 th business day of the month.	Monthly Report	Within first 4 business days monthly	PDF report

F.3 Place Of Performance

The place of performance will be in HHS Regions A.

- Region A: Region A covers the states within HHS Region 6. This includes Texas, Oklahoma, Arkansas, New Mexico, and Louisiana.

The geographical area covered by each ACF Region can be found at:

<http://www.acf.hhs.gov/programs/oro>

F.4 Observance Of Federal Holidays

Deliverables due on a Saturday, Sunday, or the following Federal holidays shall be due on the Following business day.

- | | | |
|-----|-------------------------------|--------------------------------------|
| 1. | New Year’s Day | 1 January |
| 2. | Martin Luther King’s Birthday | 3 rd Monday in January |
| 3. | President’s Day | 3 rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | 4 July |
| 6. | Labor Day | 1 st Monday in September |
| 7. | Columbus Day | 2 nd Monday in October |
| 8. | Veteran’s Day | 11 November |
| 9. | Thanksgiving Day | 4 th Thursday in November |
| 10. | Christmas Day | 25 December |

G - Contract Administration Data

G.1 Invoice Submission - Commercial

The Contractor shall submit invoices once per month for each CLIN. A complete invoice with all required back-up documentation shall be sent electronically, via email, to:

1. Contract Specialist via DAM mailbox: psc.sas.invoices@psc.hhs.gov.
2. Contracting Officer's Representative (COR): jallyn.sualog@acf.hhs.gov
3. Financial Management Service (FMS): psc_invoices@psc.hhs.gov.

* No other non-invoice related documents (i.e. deliverables, reports, balance statements) shall be sent to the DAM and FMS mailboxes. Invoices Only.

The subject line of your email invoice submission shall contain the contract number, contract line item number, the order number, if applicable, and the number of invoices. The Contractor shall send one email per contract per month. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files (PDF or TIFF or Word).

Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.

All calls concerning contract payment shall be directed to the COTR.

In accordance with FAR 52.212-4, Contract Terms and Conditions - Commercial Items, a proper invoice must include the following items:

FAR 52.212-4(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer, Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer, Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

Additionally, the FMS requires the contractor to include its Dunn and Bradstreet Number (DUNS) on each invoice.

In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as "Small Business."

Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors.

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

G.2 Travel And Other Costs – Only Applicable to Time & Material

The Contractor shall be reimbursed for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, accepted by the Contracting Officer and not exceeding:

- a) Cost of air travel by most direct route. “Air coach” or “Air tourist” accommodations on prop or jet aircraft constitutes the normal class of air travel which shall be utilized.

First-class accommodations may be used if (1) less than first-class is not available providing reservation was requested within 24 hours after the traveler had knowledge of the trip; (2) less than first-class requires circuitous routing; (3) less than first-class requires travel to begin or end at unreasonable hours (i.e., if scheduled flight time is before 8:00 a.m. and schedule arrival is after 9:00 p.m.); (4) less than first-class would result in additional direct costs which would offset the transportation savings; or (5) less than first-class will not make connections with other flights or means of transportation for continuation of the journey.

- b) Cost of rail travel by most direct route, first-class with lower berth or nearest equivalent.
- c) Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor’s option, on a mileage basis at the current rate shown in the GSA Federal Travel Regulation, plus any toll or ferry charges.
- d) Reasonable subsistence not in excess of actual itemized expenses not to exceed the ceiling in the Federal Travel Regulations in effect at the time of incurred cost.

G.3 Contract Administration

G.3.1 Authorities Of Government Personnel

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

G.3.1.1 Contracting Officer

All contract administration shall be performed by Ms. Rosanna Browning, Contracting Officer, Acquisition Management Services, 12501 Ardennes Avenue, Suite 400, Rockville, MD 20857, (301) 443-6931, Rosanna.Browning@psc.hhs.gov. All communication pertaining to contractual and/or administrative matters under the contract should be addressed to Ms. Browning. The Contracting Officer is the only individual authorized to modify the contract.

G.3.1.2 Contract Specialist

The Contract Specialist is Shanelle Jackson, Acquisition Management Services, PSC/SAS, 12501 Ardennes Avenue, Suite 400, Rockville, Maryland, 20857. Ms. Jackson can be reached by email at Shanelle.Jackson@psc.hhs.gov or by email at 301-443-2367.

G.3.1.3 Contracting Officer's Representative (COR) Authority

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

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

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

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

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

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

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

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within

the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.4 Contractor Performance Assessment Report

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

G.5 ESRS Reporting

The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, veteran-owned and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (ESRS) via the internet at <http://www.esrs.gov>. The Individual Subcontracting Report (ISR), formerly SF 294, shall be submitted semi-annually for the periods of October 1 through March 31 and April 1 through September 30. The Summary Subcontracting Report (SSR), formerly, SF 295 shall be submitted annually for the period of October 1 through September 30.

G.6 HHSAR 352.242-70 Key Personnel (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

Name

Title

(b)(6)



H - Special Contract Requirements

H.1 Post Award Organizational Conflict Of Interest

- a. **General:** The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.
- b. **Disclosure:** The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.
- c. **Resolution:** In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

H.2 Printing And Duplicating/Copying

The terms "printing" and "duplicating/copying" are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing, CFR Title 44. The regulations can be accessed at HYPERLINK "http://www.gpo.gov/pdfs/customers/sfas/jcpregs.pdf" <http://www.gpo.gov/pdfs/customers/sfas/jcpregs.pdf>.

Printing:

No printing by the Contractor or any subcontractor is authorized under this contract. All printing required hereunder must be performed by the Government Printing Office, in accordance with CFR Title 44; Public Law 102-392, as amended by H.R. 4454; and The Legislative Branch Appropriations Act 2995. The Contractor shall complete Form HHS 26 and submit it along with all camera-ready copies to the Contracting Officer's Representative (COR).

Duplicating/Copying:

If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. This page limit is per requirement and not per contract.

All printing, as well as duplicating/copying in excess of the stated limits, shall be obtained by the COR through the Publishing Services, Program Support Center. The cost of any unauthorized

printing or duplicating /copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

H.3 Management of Sensitive Information

The Contractor must have a plan for the protection of any paper records, field notes, or other documents that contain sensitive or personally identifiable information. The Contractor shall ensure that all of its employees, subcontractors (at all tiers), and employees of each subcontractor, who perform work under this contract/subcontract, are trained on data privacy issues and comply with the requirements. In addition, the Contractor must notify – within one hour – the COR and key ORR persons of any suspected or confirmed instance of compromised data security.

The Contractor shall submit a written plan and assurance for complying with the above requirements at least annually. See Personally Identifiable Information (PII) Breach Response Team (BRT) Policy: <http://www.hhs.gov/ocio/policy/20080001.003.html>.

H.4 SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated July 15, 2015 is attached hereto and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

Legal Service Providers
HHSP233201500041C for Vera Institute of Justice

1. Individual Subcontract Reports (ISR)

Regardless of the effective date of this contract, the Report shall be due on the following dates for the entire life of this contract:

April 30th
October 30th
Expiration Date of Contract

2. Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the Contracting Officer shall be included as a contact for notification purposes at the following e-mail address:
rosanna.browning@psc.hhs.gov.

H.5 DEPARTMENT OF LABOR WAGE DETERMINATION

1. The Department of Labor Wage Determination listed below is incorporated into the contract effective at the date of contract award and can be accessed electronically at
<http://www.wdol.gov/index.html>.

(Attachment J.2)

2. The Contractor is put on notice that after performance begins, the Contractor is responsible for paying employees at least the applicable wage determination rate, if one exists, for the place of performance. The Department of Labor strictly enforces the Service Contract Act (SCA) for all service employees covered by the SCA.

I - Contract Clauses

I.1 FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): HHSAR – www.hhs.gov/policies/hhsar/; FAR – www.acquisition.gov

a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Contract Clauses

<u>FAR Clause No.</u>	<u>Title and Date</u>
52.204-9	Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.212-4	Contract Terms and Conditions—Commercial Items (MAY 2015) – Only Applicable to Fixed Price
52.212-4	Contract Terms and Conditions—Commercial Items (MAY 2015); Alternate I (MAY 2014) – Only Applicable to Time & Material
52.242-15	Stop-Work Order (AUG 1989) – ALT I (APR 1984)
52.227-17	Rights In Data-Special Works (DEC 2007)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)

b. Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Contract Clauses

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions. (JAN 2006)
352.222-70	Contractor cooperation in equal employment opportunity investigations (JAN 2010)
352.231-71	Pricing of Adjustments (JAN 2001) – Only Applicable to Fixed Price
352.237-70	Pro-Children Act (JAN 2006)
352.237-71	Crime Control Act – Reporting Of Child Abuse (JAN 2006)
352.237-72	Crime Control Act – Requirement For Background Checks (JAN 2006)

352.239-70	Standard For Security Configurations (JAN 2010)
352.239-71	Standard For Encryption Language (JAN 2010)
352.242-71	Tobacco-free facilities. (JAN 2006)
352.242-73	Withholding of Contract Payments (JAN 2006) Only Applicable to Time and Materials

I.2 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 2 weeks of contract expiration.

I.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.4 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015) (DEVIATION 2015-02)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

I.5 FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

I.6 HHSAR 352.203-70 Anti-lobbying (March 2012)

Pursuant to the current HHS annual appropriations act, Public Law 112-76, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

(a) Publicity or propaganda purposes;

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

I.7 HHSAR 352.231-70 Salary Rate Limitation (AUG 2012) – Only Applicable to Time-And-Material

(a) Pursuant to the current and applicable prior HHS appropriations acts, the Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the Federal Executive Schedule Level in effect on the date the funding was obligated (the effective date of the contract action). Funding obligated on or after December 23, 2011 cannot be used to pay the direct salary of an individual at a rate in excess of Federal Executive Schedule Level II.

(b) For purposes of the salary rate limitation, the terms “direct salary,” “salary”, and “institutional base salary”, have the same meaning and are collectively referred to as “direct salary”, in this clause. An individual's direct salary is the annual compensation that the Contractor pays for an individual's direct effort (costs) under the contract. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative [F&A] costs).

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with contract funds.

(c) The salary rate limitation also applies to individuals under subcontracts. If this is a multiple-year contract or order, it may be subject to unilateral modification by the Contracting Officer to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act in effect when the expense is incurred regardless of the rate initially used to establish contract or order funding.

(d) See the salaries and wages pay tables on the U.S. Office of Personnel Management Web site for Federal Executive Schedule salary levels that apply to the current and prior periods.

I.8 HHSAR 352.237-73 Non-Discrimination In Service Delivery (MAR 2012)

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identify, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

I.9 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- _X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- _X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- __ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- _X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- __ (5) [Reserved].
- _X_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- _X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- __ (10) [Reserved].
- __ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- __ (ii) Alternate I (Nov 2011) of 52.219-3.
- __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (ii) Alternate I (Jan 2011) of 52.219-4.
- __ (13) [Reserved]
- __ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- _X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- _X_ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Oct 2014) of 52.219-9.

- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- _x_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- _X_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- _X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- _X_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- _X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- _X_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

X (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

- __ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- __ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- _X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
- __ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- __ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (xi)
 - __(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
 - __(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
 - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

J - List of Documents, Exhibits and Other Attachments

- J.1 Subcontracting Plan
- J.2 Wage Determination