

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
ACF148676

PAGE OF
1 17

2. CONTRACT NO.
GS10F0105N

3. AWARD/EFFECTIVE DATE
01/30/2015

4. ORDER NUMBER
HHSP233201500084G

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **LINDA O'NEIL**

8. TELEPHONE NUMBER (No collect calls)
301-443-2655

9. OFFER DUE DATE/LOCAL TIME

10. ISSUED BY
DHHS/PSC/AMS/DAM
Twinbrook Place, Suite 400
12501 Ardennes Avenue
Rockville MD 20857

CODE DAM

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:

HUBZONE SMALL BUSINESS EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE

12. DISCOUNT TERMS

13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13a. RATING

14. METHOD OF SOLICITATION RFP IFB RFP

15. DELIVER TO
ACF
Administration for Children and Fam
370 L'Enfant Promenade, S.W.
Washington DC 20447

CODE ACF

16. ADMINISTERED BY
DHHS/PSC/AMS/DAM
Twinbrook Place, Suite 400
12501 Ardennes Avenue
Rockville MD 20857

CODE DAM

17a. CONTRACTOR/OFFEROR
VERA INSTITUTE OF JUSTICE INC 356370
VERA INSTITUTE OF JUSTICE, INC.
233 BROADWAY FL 12
NEW YORK NY 102791299

CODE 356370

FACILITY CODE

18a. PAYMENT WILL BE MADE BY
DAM

CODE DAM

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Tax ID Number: 13-1941627 DUNS Number: 073299836 Legal Access and Services for Unaccompanied Children Appr. Yr.: 2015 CAN: G99UPR5 Object Class: 25102 Period of Performance: 02/01/2015 to 07/31/2015 Legal Access & Services for Unaccompanied Children (Use Reverse and/or Attach Additional Sheets as Necessary)				12,053,518.44

25. ACCOUNTING AND APPROPRIATION DATA
..2015.G99UPR5.25102

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$12,053,518.44

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4. FAR 62.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b)(6)

(b)(6)

30b. NAME AND TITLE OF SIGNER (Type or print)
Richard Turner President

30c. DATE SIGNED
1/30/2015

31b. NAME OF CONTRACTING OFFICER (Type or print)
ROSANNA BROWNING

31c. DATE SIGNED
01/30/2015

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)
42c. DATE REC'D (YYMMDD) 42d. TOTAL CONTAINERS

RFQ-15-233-SOL-00083
Legal Access and Services for Unaccompanied Children

Section I: Supplies or Services/Prices

1.1 BRIEF DESCRIPTION OF SERVICES

This requirement encompasses the Office of Refugee Resettlement (ORR). The services to be acquired include professional, technical and administrative legal services to support ORR in its responsibilities.

1.2 TYPE OF CONTRACT

The contract type awarded is a Firm Fixed Price (FFP) Contract

1.3 TYPE OF ORDER

This requirement will be procured under GSA MOBIS Schedule 874-1

1.4 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.

1.5 CONSIDERATION AND PAYMENT (FFP)

The total price of this contract/order is \$ 12,053,518.44. Payment shall be made upon the delivery and acceptance of all required items listed.

Base Period

Period: February 1, 2015 – July 31, 2015

Payment	FFP Invoice
1	\$ 1,833,250.91
2	\$ 1,833,250.91
3	\$ 1,833,250.91
4	\$ 2,166,750.91
5	\$ 2,166,750.91
6	\$ 2,166,750.91
Total Firm Fixed Price	\$12,000,005.44
Travel:	\$ 53,513.00
Total Firm Fixed Price	\$12,053,518.44

Section 2 – Description/Specifications

2.1 STATEMENT OF WORK

The Contractor shall furnish all of the necessary personnel, materials, services, facilities, (except as otherwise specified herein), and otherwise do all the things necessary for or incident to the performance of the work as set forth below:

Legal Access and Services for Unaccompanied Children

Project Title:

Legal Access and Services for Unaccompanied Children

Scope of Work:

The U.S. Department of Health and Human Services (HHS), Administration for Children and Families, Office of Refugee Resettlement (ORR) requires a contractor to coordinate a program to increase the capacity of pro bono legal representation; provide direct representation, to the greatest extent practicable for UAC in or formerly in HHS custody; screen unaccompanied alien children (UAC) in HHS custody for legal relief and for human trafficking concerns; provide know your rights (KYR) presentations to UAC in HHS custody; recommend models for recruiting, training, and supervising linguistically capable and independent volunteer child advocates; and to facilitate access to legal representation for UAC by providing direct representation for UAC who are in custody or who are released to sponsors in the United States, and collaborate with the Executive Office for Immigration Review (EOIR) in providing legal orientation presentations to sponsors' of UAC.

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 (UAC) 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 UAC program was brought under the newly formed Division of Children's Services (DCS). The UAC 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 UAC. 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." In addition, section 235(c)(6), 8 U.S.C. § 1232(c)(6) notes, "[t]he Secretary of Health and Human Services is authorized to appoint independent child advocates for child trafficking victims and other vulnerable unaccompanied alien children." In March 2013, Congress passed the Violence Against Women Reauthorization Act (VAWA 2013), §1262 requires HHS to expand child advocate programs according to certain requirements and places expenditure restrictions on child advocate programs.

ORR identifies care options and placements for UAC 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 UAC should be treated with dignity, respect, and special concern for their particular vulnerability, all UAC must be placed in the least restrictive setting that is in the best interest of the UAC, and each UAC shall be provided care and services free from discrimination based on race, religion, national origin, sex, handicap, or political belief.

UAC are particularly vulnerable, having faced traumatic situations in their home countries, such as dire poverty, war, forced military recruitment, domestic violence, gang violence, and government neglect. Some are also very young, most have little or no formal education, and are primarily non-English speaking. After apprehension by DHS, and housed in ORR care provider typically a residential shelter or transitional foster care home or group home, these children face a complicated legal system. Professional legal counsel assists in determining if the children qualify for any immigration relief from removal back to their home countries. Other forms of relief may be available if the child has been a victim of human trafficking or other forms of criminal violence. In addition, UAC in HHS custody may have relatives in the United States to whom they can be released while their immigration cases are pending.

Legal representation for UAC can allow for increased efficiency in the immigration court system. Without dedicated, professional legal counsel to write persuasive, detailed applications, gather supporting documentation, and in some cases, provide compelling oral arguments, UAC may have very limited success in obtaining relief in immigration court.

Furthermore, UAC without any relief from removal may need assistance to ensure a safe return back to his or her home country. In addition, the immigration system becomes more efficient because immigration judges do not need to delay

Legal Access and Services for Unaccompanied Children

cases to allow children to find attorneys. Qualified and competent legal service providers can provide legal representation or can successfully recruit and train pro bono attorneys. Moreover, these same legal service providers can facilitate the continuation of legal representation once a UAC is released to a sponsor.

Moreover, appointing a child advocate to vulnerable UAC in ORR custody can ensure the child's best interests are identified. An assigned child advocate spends time with the child and develops a relationship of trust with the child. Some of the duties of the child advocate will be to develop a service plan with the shelter facility staff and child's attorney, visit the child regularly, explain communication limitations and confidentiality to the child, obtain background information on the child, including information concerning the child's departure from his or her country or origin, the child's journey to the United States, the child's arrival in the United States, the period between apprehension and transfer to HHS custody, and time in the United States before apprehension, if any.

Significantly, the child advocate spends time with the UAC and speaks with the child's Clinician, Case Manager, teachers, and other shelter staff to understand the child's current situation (for example, education, therapeutic services, social support, etc.). The child advocate helps the child process information and explains the consequences of decisions, and assists the child to make decisions in situations in which the child requests help. For children who are not able to make decisions (due to cognitive or other reasons), the child advocate will identify the options that are in the child's best interests in a written report and will explain why other apparent options are excluded. The child advocate develops recommendations and advocates as to the best interests of the child with respect to issues related to the child's custody, care, detention, release and repatriation as well as with respect to any state and federal court proceedings involving the child.

HHS intends to develop a program based on the findings of a three year pilot program and subsequent five year legal access option contract on capacity building to enhance pro bono representation with the result of increasing the capacity of non-profit legal service providers that can provide high-quality pro bono services for UAC in HHS custody. In addition, this legal access program will provide the legal representation for UAC who are released.

Task Requirements:

- A) Contractor will identify legal service providers (LSP) and organizations located near ORR –funded care provider facilities that house UAC. Criteria for identification of organizations:
- 1) Total number of beds in HHS-funded care provider facilities in the region(s) for coverage;
 - 2) Capacity and resources of the organization;
 - 3) Organization's experience in providing immigration legal services;
 - 4) Organization's experience working with children who suffer from trauma and/or are victims of abuse, war, violence, trafficking, and persecution.
- B) Contractor shall send requests for proposals to identified LSP, evaluate submitted proposals, and award sufficient subcontracts - which may involve organizations on "standby" or short notice in the event new ORR care provider beds are expanded or emergency beds are brought on board through ACF grant process – which may be subject to HHS approval, at its discretion. Subcontractors will, in conjunction with and guidance from the Contractor and ORR:
- 1) Develop and implement procedures for screening UAC in HHS custody and identifying the children's legal needs;
 - 2) Provide Know Your Rights presentations to UAC in HHS custody;
 - 3) Provide direct representation to UAC, to the greatest extent practicable, under terms agreed to by the Contractor and the COR with preferences of representation given to UAC who are in HHS custody and have no viable release options, and for UAC released from HHS custody and identified as having legal relief;
 - 4) Provide court room assistance or preparation where allowed for UAC in HHS custody who are required to attend court while in HHS custody;
 - 5) Assist UAC in HHS custody and care provider Case Managers, or others with filing paperwork with DHS or DOJ as requires by immigration court practice and procedure
 - 6) Develop and implement strategies to conduct outreach to legal community surrounding the site to increase the

Legal Access and Services for Unaccompanied Children

- pool of attorneys willing to volunteer their time to represent the children. This will include:
- i) Protocol for screening each volunteer to ensure that they have the appropriate training or experience; adequate resources; and the skills to work appropriately with children.
 - ii) Training for volunteer attorneys to enter information for the children into contractor designed case management system.
- 7) Coordinate assignment of pro bono attorneys for UAC in and formerly in HHS custody, including for children transferred within ORR's network of care;
 - 8) Coordinate with attorneys for UAC who are operating under another grant or contract from ORR; other Federal department or agency; State or local government; or, other entity including private law firms or non-profit organizations;
 - 9) Track scheduled immigration court dates and immigration judge decisions for UAC screened by a LSP through this contract, including:
 - i) Tracking UAC cases, whether active, pending or closed;
 - ii) Tracking disposition of cases, and maintaining statistics on those cases;
 - iii) Identifying applications for relief sought; requests for voluntary departure; or other information by UAC;
 - iv) Identifying applications for relief sought; requests for voluntary departure; or other information by immigration court location;
 - 10) Perform on-site record keeping, maintenance and monitoring of case management system created or used by the Contractor. This must include, at a minimum:
 - i) Children screened; types of relief individual children are found eligible for
 - ii) Attorneys recruited (pro bono; volunteer; LSP attorneys including those who directly represent UAC)
 - iii) Children represented by volunteer attorneys; pro bono attorneys; directly represented children
 - 11) Conduct training on immigration law and procedures for newly recruited attorneys, utilizing webcasts to the greatest extent practicable.
 - 12) Coordinating or hiring LSPs and recruiting volunteer attorneys to provide legal services to UAC at emergency reception centers either on ORR care provider sites, or other locations, as necessary on short notice following a protocol to be established between the program manager and the COR.
- C) The Contractor will award subcontracts based on the following factors:
- 1) Number of ORR care provider beds in a given locality or region of a subcontractor or assessable to the subcontractor
 - 2) Number of UAC who have historically been service in a given locality or region of a subcontractor or assessable to the subcontractor.
 - 3) Subcontractors ability to recruit with other licensed attorneys in a region or locality to assist with the provision of legal services for UAC in a given locality or region in the event of a surge of UAC referrals;
 - 4) Subcontract funds are restricted to this statement of work and must be consistent with §292 of the Immigration and Nationality Act, 8 U.S.C. 1362.
 - 5) Subcontractors may not contact potential sponsors to deter, intrude, hinder, or otherwise prevent ORR from making a release decision; or deter, intrude, hinder or otherwise prevent a care provider Case Manager from making a release recommendation;
 - 6) Measures of performance for subcontractors will include, but not limited to other measures imposed by the Contractor or through later mutual agreement with the COR:
 - i) Number of children screened for legal relief, of total children in HHS custody;

Legal Access and Services for Unaccompanied Children

- ii) Number of children screened for legal relief, after release from HHS custody;
 - iii) Number of children provided legal assistance in immigration court while in HHS custody, of total children in HHS custody;
 - iv) Length of time to secure legal representation (pro bono, volunteer, or direct representation) for children in HHS custody and upon release from HHS custody;
 - v) Number of children receiving legal representation;
 - vi) Relief identified for children screened;
 - vii) Applications for relief, voluntary departure or other immigration court actions taken;
 - viii) Running costs of representation on a per capita and per case basis
 - ix) Number of cases, including averages and other metrics, for attorneys representing children in HHS custody and out of HHS custody
- 7) Contractor will provide technical assistance to subcontractors including, but not limited to, the following areas:
- i) Gathering information on national practices related to the outreach and maintenance of a pool of pro bono attorneys for UAC in HHS custody;
 - ii) Maintaining clear channels of communication, involving onsite visits, teleconferences and/or video conferences, and monthly data review;
 - iii) Sharing information on practices and resources among subcontractors
- D) Contractor will:
- 1) Provide child advocate services as in compliance with requirements under the VAWA 2013 §1262
- E) Contractor will make on-going qualitative analysis to HHS on a monthly basis related to the effectiveness of the LSO legal access and child advocate program using:
- 1) Data;
 - 2) Information gathered from site visits, interviews with UAC and technical assistance
 - 3) Performance measures as required under this Statement of Work

SECTION 3- PACKAGING AND MARKING

3.1 PACKING AND MARKING

All information and deliverables shall be delivered to the Contracting Officer's Representative and shall be marked as follows:

- 1. Name and address of the Contractor;
Vera Institute for Justice
233 Broadway FL 12
New York, NY 10279-1299
- 2. Contract Number; GS10F0105N/HHSP233201500084G
- 3. Description of item contained therein, and
- 4. Consignee's name and address.

SECTION 4 - INSPECTION AND ACCEPTANCE (ORDERS)

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

FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

4.2 INSPECTION AND ACCEPTANCE

Pursuant to the inspection clause as provided in the master contract, 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.

SECTION 5 – DELIVERIES OR PERFORMANCE

5.1 PERIOD OF PERFORMANCE

The period of performance shall be for six months as follows:

Base Period: February 1, 2015 through July 31, 2015

5.2 REPORT(S) DELIVERABLES AND DELIVERY SCHEDULE

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.

Schedule of Deliverables

Informal draft materials may be e-mailed to the COR for review. All final materials shall be furnished to the COR in neat, reproducible double-sided typewritten pages (maximum size of 8-1/2" x 11") and bound in three ring binders with graphic cover.

Number	Deliverable	Completion Date
1	Meeting with COR/ORR	Within 5 days of contract award
2	Monthly Reports to include information from the SOW under the Task Requirements	15 th of every month
3	Final Report	30 days before end of contract

5.3 DELIVERY REQUIREMENTS

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

SECTION 6 – Contract Administration Data

6.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY

Toby Blswas, COR

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

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

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

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

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

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

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

6.2 HHSAR 352.242-70 KEY PERSONNEL, (January 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 from the COR and the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

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Legal Access and Services for Unaccompanied Children

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Title	Name
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Project Director and Director of Vera's Unaccompanied Children, Director of Vera's Center on Immigration and Justice	(b)(6) (b)(6)
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6.3 INVOICE SUBMISSION - COMMERCIAL

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

1. Contract Specialist via DAM mailbox: pscsas.invoices@psc.hhs.gov.
2. Contracting Officer's Representative (COR): Toby Bliswas, toby.bliswas@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 COR.

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,

Legal Access and Services for Unaccompanied Children

contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer, System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer, Other Than System for Award Management), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

Additionally, the FMS requires the contractor to include its Dun & 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 - System for Award Management.

6.4 TRAVEL AND OTHER COSTS

The Contractor will be reimbursed for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

Domestic travel expenses incurred by the Contractor in direct performance of the contract shall be reimbursed provided such travel is necessary for the performance of this contract and the cost does not exceed:

a. The lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel except when such accommodations: 1) require circuitous routing, 2) require travel during unreasonable hours, 3) excessively prolong travel, 4) result in increased costs that would offset transportation savings, 5) are not reasonably adequate for the physical or medical needs of the traveler, or 6) are not reasonably available to meet mission requirements. In order for costs in excess of customary standard or coach airfare to be considered allowable, the applicable exception must be documented and justified.

b. Costs of rail travel by most direct route, coach-class accommodations.

c. The prevailing mileage rate set forth in the Federal Travel Regulation (FTR) or reasonable actual expenses for travel by motor vehicle. 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 prevailing FTR rate, plus any toll or ferry charges.

d. The prevailing rates set forth in the FTR for lodging, meals and incidental expenses.

SECTION 7 – Special Contract Requirement

7.1 352.239-73(b) ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (January 2010)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. Information about Section 508 is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

(b) The Section 508 accessibility standards applicable to this contract/order are identified in the Statement of Work/Specification/Performance Work Statement. The Contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding \$150,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.

(c) In the event of a modification(s) to this contract/order, which adds new EIT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products or services support Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS Office on Disability website (<http://www.hhs.gov/od/>).

Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Project Officer. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available in the Section 508 policy on the HHS Office on Disability website under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding funding, as applicable.
Schedule for Contractor Submission of Section 508 Annual Report

(At the end year of each contract year)

7.2 PROHIBITION AGAINST PERSONAL SERVICES

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

7.3 CONTRACTOR PERFORMANCE EVALUATION(S)

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

7.4 PRINTING AND DUPLICATION

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 access at <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.

7.5 RESTRICTIONS ON DISCLOSURE OF INFORMATION

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

The Contractor agrees not to release or disclose, verbally or in writing, information pertaining to the results or findings of work (including data collection, analyses, draft or final papers and reports) for the period of this contract without first notifying the COR in writing at least 21 days prior to the release or disclosure. At a minimum, the notification shall include: (1) who or what is generating the request for advance information; (2) when and how project results/information would be released; and (3) what information would be released.

7.6 SERVICE CONTRACT ACT

The Service Contract Act of 1965 applies to this contract. Contractors performing on service contract in excess of \$2,500 to which no predecessor contractor's collective bargaining agreement applies shall pay their employees at least the wages and fringe benefits found by the Department of Labor to prevail in the locality or, in the absence of a wage determination, the minimum wage set forth in the Fair Labor Standards Act.

7.7 RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD PARTY INFORMATION

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

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

B. Restrictions on use and disclosure of information.

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

(i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;

(ii) Safeguard information from unauthorized use and disclosure;

(iii) Allow access to the information only to those employees who need it to perform services under this contract;

(iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;

(v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and

(vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:

(i) Compete for work for the Government; or

(ii) Submit an unsolicited proposal to the Government.

(3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:

(i) Notify the Contracting Officer; and

(ii) Use the information only in accordance with the instructions of the Contracting Officer.

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

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

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

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

7.8 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.

SECTION 8 - Clauses

8.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1999)

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

52.212-4 Contract Terms and Conditions -- Commercial Items (SEPT 2013)

8.2 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2013)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small business Subcontractors, dated July 11, 2012, and the extension to that policy provided by OMB Policy Memorandum M-13-15, Extension of Policy to Provide Accelerated Payment to Small Business Subcontractors, dated July 11, 2013.

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(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractor to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

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

8.3 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): <http://www.hhs.gov/policies/hhsar>

352.201-70	Paperwork Reduction Act (JAN 2006)
352.202-1	Definitions (JAN 2006)
352.222-70	Contractor Cooperation in Equal Employment Opportunity (JAN 2010)
352.227-70	Publications and Publicity (JAN 2006)
352.228-7	Insurance Liability to Third Person (DEC 1991)
352.233-71	Litigation and Claims (JAN 2006)
352.239-70	Standard for Security Configuration (JAN 2010)
352.239-71	Standard for Encryption Language (JAN 2010)
352.239-72	Security Requirement for Federal Information Technology Resources (JAN 2010)
352.239-73(a)	Electronic Information and Technology Accessibility (JAN 2010)
352.239-73(b)	Electronic and Information Technology Accessibility (JAN 2010)
352.242-71	Tobacco-free Facilities (JAN 2006)
352.242-73	Withholding of Contract Payments (JAN 2006)
352.242-74	Final Decisions of Audit Findings (APR 1984)

8.4 352.203-70 ANTI-LOBBYING (MAR 2012)

Pursuant to the current HHS annual appropriations act, Public Law 112-74, 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.

8.5 HHSAR 352.231-70 SALARY RATE LIMITATION (AUG 2012)

(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.

8.6 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 shall 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.