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| ITEM NO. (A) | SUPPLEZERWICES (B) | QUANTITY (C) | UNXT (D) | UNIT PRICE (E) | AMOUNT (F) |
| 3 | Pro-Bono Legal Services for Unaccompanied Children Option Year II Amount: \$5,519,828.00(Option Line Item) Period of Performance: 08/01/2011 to 07/31/2012 | | | | 0.00 |
| 4 | Pro-Bono Legal Services for Unaccompanied Children Option Year III Amount: \$5,763,983.00(Option Line Item) Period of Performance: 08/01/2012 to 07/31/2013 | | | | 0.00 |
| | Pro-Bono Legal Services for Unaccompanied Children Option Year IV Amount: \$6,008,896.00(Cption Line Item) Period of Performance: 08/01/2013 to 07/31/2014 | | | | 0.00 |
| | The total amount of award: \$27,646,092.00. The obliques 26. | | ~ 74 | uns award | s shown in |
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Case 2:85-cv-04544-DMG-AGR Document 239-3 Filed 08/12/16 Page 47 of 104 Page ID #:7190

STANDARD FORM 1449, continued

HHSP233200900316G

ORR Pro Bono Legal Services for Unaccompanied Children

Consideration and Payment - In consideration of satisfactory performance of the work as described throughout this order, the Government will pay the Contractor the firm fixed price minus travel each month in performance of the work described herein. Please see Attachment I – Pricing Template for complete breakdowns.

| Total Base Year: | \$5,050,000 |
|------------------------------|--------------|
| Total Option Year I: | \$5,303,385 |
| Total Option Year II: | \$5,519,828 |
| Total Option Year III: | \$5,763,983 |
| Total Option Year IV: | \$6,008,896 |
| Total Base and Option Years: | \$27,646,092 |

HHSP233200900316G ORR Pro Bono Legal Services for Unaccompanied Children

Statement of Work

Scope of Work:

The U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement (ORR) requires a contractor to develop and coordinate a program to increase capacity of pro bono legal service representation efforts before the Executive Office for Immigration Review (EOIR) for unaccompanied alien children (UAC) in HHS custody and care, to recommend models for recruiting, training, and supervising linguistically capable and independent volunteer child advocates, and to facilitate access to legal representation for UAC who are released to sponsors, including coordination with EOIR in providing legal orientation presentations to the sponsors.

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. 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 FHHS] 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."

DUCS 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, DUCS is guided by the principles that all UAC should be treated with dignity, respect,

¹ Section 235 of the TVPRA became effective on March 23, 2009.

HHSP233200900316G ORR Pro Bono Legal Services for Unaccompanied Children

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 DUCS contracted shelters, 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 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 Clinical Counselor, Family Reunification Specialist, 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

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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 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 facilitate the legal representation for UAC who are released from HHS and coordinate the development of a child advocate program for vulnerable UAC in HHS custody. This will be achieved by building the capacity of organizations to develop and facilitate pro bono legal representation for UAC in HHS custody (including efforts focused on recruiting, training, mentoring, and retaining pro bono attorneys for UAC upon release from HHS custody), and by implementing a child advocate model to serve UAC in HHS custody. Such a model will be implemented after researching best practices and models for appointment of child advocates, including evaluating a current child advocate pilot program in Chicago to assess if this model can be applied at additional sites where HHS has children in custody.

Task Requirements:

- A) Contractor will identify legal service providers and organizations located near HHS-funded facilities. Criteria for the identification of organizations:
 - 1) Average Daily Number of UAC in HHS-funded facilities located near the Organizations;
 - 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 who are victims of abuse, war, or political persecution.
- B) Contractor shall send requests for proposals to the identified organizations, evaluate submitted proposals, and award 10-15 subcontracts over the period of this award (this may increase if DUCS capacity increases) which will be subject to HHS approval. Subcontractors shall, in conjunction with and guidance from, the Contractor:
 - Develop and implement procedures for screening UAC in HHS custody and identifying the children's legal needs;

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- 2) Develop and implement strategies to conduct outreach to legal community surrounding the site to increase the pool of attorneys willing to volunteer their time to represent the children. This will also include:
 - Protocol for screening each volunteer to ensure that they have the appropriate experience, adequate resources, and the skills to work appropriately with children.
 - ii) Training for volunteer attorneys to enter information for the children into the contractor designed case management system
- 3) Coordinate assignment of pro bono attorneys for UAC in HIHS custody;
- 4) Track scheduled immigration court dates and immigration judge decisions for UAC screened by the program;
- Coordinate with other legal service providers and pro bono attorneys to ensure representation before immigration courts continues following release from HHS custody or transfer to another DUCS facility;
- 6) Perform on-site record keeping and maintenance of case management system created by contractor. This shall include, among other areas of information:
 - i) Children screened;
 - ii) Attorneys recruited;
 - iii) Children represented by the volunteer attorneys.
- 7) Conduct training on immigration law and procedures for newly recruited attorneys.
- C) Contractor shall award subcontracts based upon:
 - 1) Average number of children in HHS custody in the locality of the subcontractor

2) Cost of living where the organization is based

- 3) Existing capacity of the subcontractor and the cost of the capacity increase
- 4) Subcontract funds are specifically restricted to the services outlined in this Statement of Work, and must be consistent with § 292 of the Immigration and Nationality Act, 8 U.S.C. 1362.
- 5) Measures of performance for subcontractors will include:
 - i) Number of children screened;
 - ii) Time taken to secure legal representation;
 - iii) Number of children receiving legal representation;
 - iv) Number of children receiving formal legal representation;
 - v) Duration and level of commitment for each trained attorney, i.e. has the attorney taken more than one case, how many were asylum or SIJV as opposed to voluntary departure?

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- 6) Contractor shall 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 shall:

- 1) Research and evaluate various models for the recruitment, training, and supervision of linguistically capable volunteer child advocates.
- Provide a report on best practices and best models for appointing child advocates for UAC.
- 3) Implement a child advocate program in a site to be determined by HHS and, after evaluating whether the program can serve as a national model, expand this same program to multiple locations as additional funding will allow.
- E) Contractor shall make on-going qualitative analysis to HHS on a quarterly basis related to the effectiveness of sites' legal access programs and child advocate program using:
 - a. Data
 - b. Information gathered from site visits, interviews with represented UAC, and technical assistance

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INSPECTION AND ACCEPTANCE

 The Contractor's performance and the quality of services provided hereunder shall be subject to final inspection and acceptance by the Contracting Officer in conjunction with the Contracting Officer's Technical Representative (COTR).

2 PERIODIC INSPECTIONS:

The COTR shall periodically conduct on-the-job inspections to determine the overall quality of contract performance, the job knowledge of individual employees, the effectiveness of training, and to observe and determine the conduct and appearance of uniformed personnel.

3. TERM OF THE CONTRACT:

Performance of this contract shall be 12 months, with the arricipated start date August 1, 2009. This contract contains four (4), twelve (12) month option periods which may which may be exercised at the Government's discretion in accordance with FAR Clause 52.217-9, "Option to Extend the Term of the Contract" (March 2000) [30 days].

4. TYPE OF CONTRACT

This contract shall be Fixed Price with re-imburseable travel expenses.

SCHEDULE OF DELIVERABLES

Informal draft materials may be e-mailed to the COTR for review. Deliverables shall not contain any identification or logos of the contractor.

- A) Identify legal service providers and organizations near DUCS facilities and where UAC are released to sponsors. Assess where access to legal services should be expanded. [60 days after contract signing]
- B) Identify sites where legal orientation services for sponsors will be set up. [60 days after contract signing]
- C) Provide a draft plan for a national referral network that will facilitate pro bono legal representation for UAC once released to a sponsor. [90 days after contract signing].
- D) Provide a draft plan for a national child advocate program to serve UAC in HHS custody which allows for HHS to appoint such advocates for vulnerable UAC. [90 days after contract signing].

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- E) Develop and expand training for pro bono attorneys and legal service provider attorneys on T-visas, U Visas, SII visas, and child welfare and child development, in order to improve the effectiveness of the legal orientation presentations for UAC.
- F) Notify legal service providers and organizations of request for proposals. [45 days after contract signing]
- G) Award of subcontracts to organizations [90 days after contract signing].
- H) Technical Assistance relating to outreach and training efforts from Contractor to Subcontractor [Ongoing during contract life]
- I) National training conferences shall occur in the base year and any awarded option years.
- J) A final report with recommendations submitted to HHS shall be produced within four weeks of the conclusion of the contract and shall demonstrate performance-based results, such as the overall impact of the child advocate program and legal access programs, how many children were served, etc.
- K) On-going analysis [Quarterly following award of subcontracts]

Unless otherwise specified, all reports or copies of reports shall be delivered to:

Department of Health and Human Services Program Support Center Division of Acquisition Management 5600 Fishers Lane, Room 5-101 Rockville, Maryland 20857.

Attn: Brendan Miller

and

Department of Health and Human Services
Office of Refugee Resettlement
Aerospace Building
901 D Street, S.W.
Washington, DC 20447
Attn: Maureen Dunn

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6. CONTRACTOR PERFORMANCE

At the COTR's discretion, he/she and the contractor's program manager will meet quarterly to evaluate the manner in which the contractor performed in accordance with the contract requirements and standards such as: good workmanship, the contractor's record of forecasting and controlling cost; the contractor's adherence to contract schedule, contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business like concern for the interest of the customer. The contracting officer may attend these meetings.

7. FEDERAL HOLIDAYS

The Contractor shall observe the following Federal holidays on the days observed by the Federal Government:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) Presidents Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Columbus Day
- (h) Veterans Day
- (i) Thanksgiving Day
- (j) Christmas Day

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CONTRACT ADMINISTRATION

1. INVOICE SUBMISSION:

In addition to the information required by FAR clause 52.2 12-4 Contract Terms and Conditions-Commercial Items (MAR 2009), the following information is also required for submission of a proper invoice.

- Signature of an authorized official certifying the invoice to be correct and proper for payment;
- b. Period of performance for which costs are claimed; and
- c. Tax identification number (employer's identification number) or social security number.
- d. The Contractor shall submit an original and one (1) copy of its invoice to:

Financial Management Services/Program Support Center Parklawn Building, Room 16a-12 5600 Fishers Lane Rockville, Maryland 20857 Attn: HHSP233200900316G

e. One additional copy shall be sent to the following:

DHHS, Program Support Center Division of Acquisition Management, SAS Parklawn Building, Room 5-101 5600 Fishers Lane Rockville, Maryland 20857 Attn: HHSP233200900316G

and

Department of Health and Human Services Office of Refugee Resettlement Aerospace Building 901 D Street, S.W. Washington, DC 20447 Attn: Maureen Dunn

f. Payment shall be made by:

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> Financial Management Services/Program Support Center Parklawn Building, Room 16a-12 5600 Fishers Lane Rockville, Maryland 20857

g. Electronic Transfer of Funds Payment

Pursuant to FAR 52.232-33, Payment of Electronic Funs Transfer – Central Contractor Registration, payments under this contract shall be made by electronic funds transfer (EFT)

2. INVOICE PAYMENT:

In consideration of satisfactory performance of the work as described throughout this order, the Government shall pay the Contractor 1/12 the yearly price of the contract excluding travel, plus any travel expenses incurred during that month. This amount will be payable upon presentation of a proper invoice and upon receipt and acceptance by the Government of the services specified in the Schedule. It is the requirement of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality standards of this contract. The Government is contracting for satisfactory performance of all work identified in the specifications, and deductions will, therefore, be made for any service not provided. The Government will determine monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work and supplements "Termination for Cause."

It is agreed that failure to: accomplish any work required under this contract; to satisfactorily accomplish such work; or to comply with any provisions of this contract, where due to the carelessness, neglect, or fault of the contractor, shall constitute a deficiency for which a reduction of payment will be made in accordance with the provisions of this contract.

3. TECHNICAL MONITORING:

Contracting Officers' Technical Representative Appointment and Authority

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

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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 Officers' Technical 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 Officers' Technical 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' Technical Representative. If, in the opinion of the contractor, any direction of the Contracting Officers' Technical Representative, or his/her designee, falls within the limitations in (c), 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."

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Contracting Officer's Technical Representative (COTR.):

The COTR responsible for the technical requirements covered by this contract, as contemplated above, "Technical Monitoring" hereof, will be designated by separate correspondence.

5. Performance Standards:

Contractor performance will be evaluated based on -

- A. Adherence to order schedule and delivery dates;
- B. Extent to which the final deliverables address the statement-of-work;
- C. Extent of relevance and applicability of concepts in the deliverables to HHS constraints.
- D. Quality of content, including text, figures, and linkage.

6. CONTRACTOR PERFORMANCE EVALUATION REPORT

The Contractor's performance shall be evaluated annually. This evaluation shall become a part of the contract file and shall be used as past performance information in evaluating the Contractor's and any significant subcontractors' or affiliates' past performance on future contracts. The Contractor shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. A sample of the "Contractor Performance Report" form that may be used to conduct these evaluations is located at http://cps.od.nih.gov. Contractors are required to register with the NIH Contractor Performance System at http://cpscontractor.nih.gov.

KEY PERSONNEL HHSAR 352.270-5 (JAN 2006):

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.

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Name

Title

(b)(4), (b)(6)

Director

Project Manager

8. GOVERNMENT FURNISHED MATERIALS:

The Government will provide the contractor with any pertireent and existing information and/or data to assist the contractor in the performance of the task requirements.

CONFERENCE/MEETING FACILITIES:

The Contractor, if responsible for the selection of a conference/meeting facility for 30 or more attendees, shall consider a minimum of three sites and select the site offering the most cost savings to the Government

The Contractor shall ensure that all facilities, meetings and seminars held pursuant to this contract are accessible to persons with disabilities per the stipulations set forth in HHSAR Clause 352.270-1.

10. TRAVEL COSTS:

The Contractor will be reimbursed, not to exceed the amounts stated below, 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.

The travel expense for this acquisition is not to exceed \$225,578 for the base year, and the subsequent option years.

A. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased costs that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable conditions set forth must be documented and justified.

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- B. Costs of rail travel by most direct route, first-class with lower berth or nearest equivalent.
- C. Travel by motor vehicle shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the current Federal Travel Regulation rate (at the time of contract award), plus any toll or ferry charges.
- D. Reasonable subsistence not in excess of actual itemized expenses not to exceed the ceilings in the Federal Travel Regulations in effect at the time of incurred cost.

11. PROVISIONS APPLICABLE TO DIRECT COSTS:

Notwithstanding FAR 52.216-7, Allowable Cost and Payment, and FAR 52.244-2, Subcontracts (Cost-Reimbursement and Letter Contracts), unless otherwise expressly provided elsewhere in this contract or in any modification thereto, the costs of the following items or activities shall be unallowable as direct costs:

- A. Acquisition, by purchase or lease, of any interest in real property;
- B. Special rearrangement or alteration of facilities;
- C. Purchase or lease of any item of general purpose, office furniture or office equipment; and
- D. Travel to foreign countries.

Any equipment having a unit acquisition cost in excess of \$1,000.00, of which the Contractor wishes to be reimbursed as a direct item of cost, shall not be acquired by the Contractor without the specific advance written approval of the Contracting Officer.

12. 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 address: "http://www.arnet.gov/far/."

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CONTRACT CLAUSES

52.217-8 Option to Extend Services (NOV 1999) [30 days]

Case 2:85-cv-04544-DMG-AGR Document 239-3 Filed 08/12/16 Page 62 of 104 Page ID #:7205

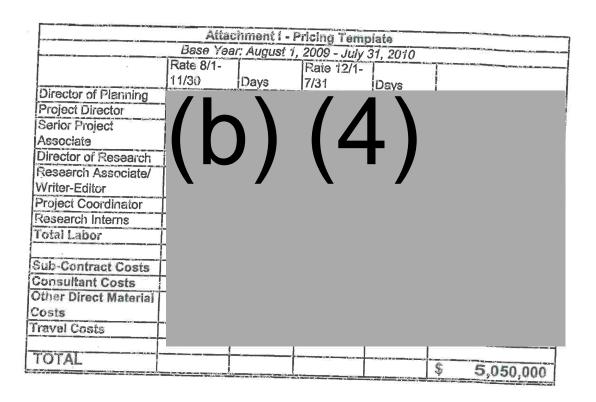
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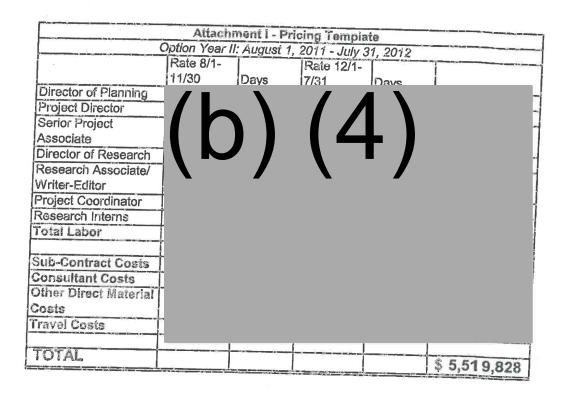
2. 52.237-3 Continuity of Services (JAN 1991)

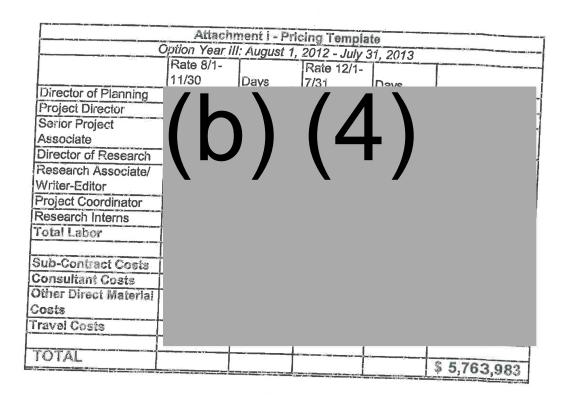
13. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

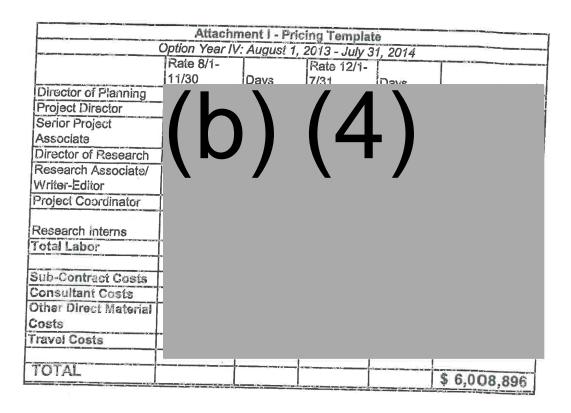
- 1. 352.202-1 Definitions Alternate I (JAN 2006)
- 2. 352.224-70 Confidentiality of Information (JAN 2006)
- 3. 352.232-9 Withholding of Contract Payments (JAN 2006)
- 4. 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JAN 2001)
- 5. 352.270-5 Key Personnel (JAN 2006)
- 6. 352.270-6 Publication and Publicity (JAN 2006)
- 7. 352.270-7 Paperwork Reduction Act (JAN 2006)



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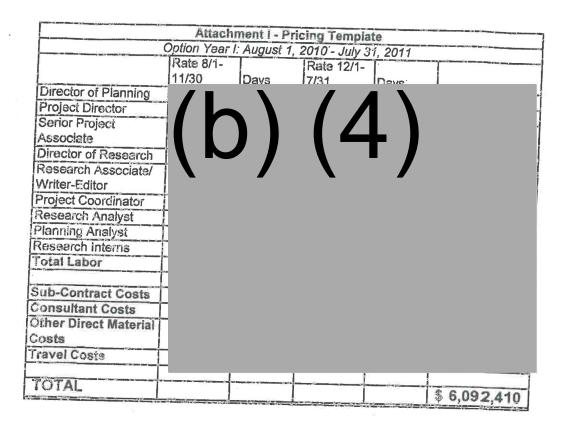
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| EM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | (D) | UNIT PRICE (E) | | UNT |
| and the second of the second o | Appr. Yr.: 2010 CAN: G99UPRO Object Class: 25102 FOB: Destination Period of Performance: 08/01/2010 to 07/31/2011 Change Item 2 to read as 5.11 | | | | Contract of the contract of th | F) |
| | Change Item 2 to read as follows (amount shown is t | | gatec | amount): | | |
| 2 | Pro-Bono Legal Services for Unaccompanied Children | | | | 6,092, | 410 |
| | Option Year I Requisition No: ACF44051, ACF47005 | | | | | |
| | Amount: \$5,580,410.00 | | | | | |
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OPTIONAL FORM 336 (4-86) Sponsored by GSA FAR (48 CFR) 53,110

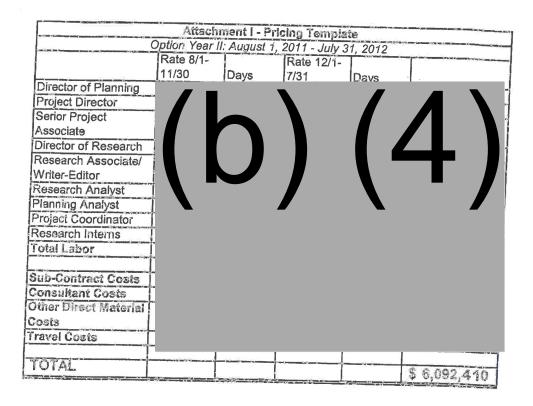


| AMENDMENT OF SOLICITATIONING | | | | PAGE OF FAGES |
|--|--|---|---------------------------------------|--|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE RE ACF 69089 | Q. NO. | 5. PROJECT NO. (II applicable) |
| | | 7. ADMINISTERED BY (Wother & | an Heat 61 | CODE DAM |
| DHHS/PSC/SAS/DAM Parklawn Building, Room 5600 Fishers Lane Rockville MD 20857 | The second of th | DHHS/PSC/SAS/DAM Parklawn Bldg., R 5600 Fishers Lane Rockville MD 2085 | oom 5- 101 | DAM DAM |
| . NAME AND ADDRESS OF CONTRACTOR (AN | o., street, county, State and ZIP Code) | (EX) 9A. AMENDMENT OF SOLICIT | ATION NO. | ere en algebra (armage par mentione de la proposition de la commence de la departación de la commence de la co |
| ERA INSTITUTE OF JUSTICE 33 BROADWAY FL 12 EW YORK NY 10279-1299 | INC 356370 | x 10A MCDIFICATION OF CON- GS10F0105N HHSP233200900316 | | |
| DDE 256270 : | TEACH TO COOK | 108. DATED (SEE ITEM 13) | | |
| 356370 · . | FACILITY CODE | 07/31/2009 | | |
| seperate later of tolegram which includes a raise THE PLACE DESIGNATED FOR THE RECEIPT indused this amendment you desire to change a reference to the solicitation and this amendment, ACCOUNTING AND APPROPRIATION DATA. | f OF OFFERS PRIOR TO THE HOUR A n offer already submitted, such change n and le received orfor to this opening hou | ND DATE SPECIFIED MAY RESULT IN Ri ney be made by tologram or lotter, provided I and date specified. | JECTION OF YOU each telegram or le | R OFFER, If by Iter makes |
| 11.G99UPR0.25102 | in statement | Net Increase: | \$5, | 519,828.00 |
| 13. This item only applies | TO MODIFICATION OF CONTRACTS/O | rders. It modifies the contraction | DER NO. AS DESC | RIBED IN ITEM 14. |
| B. Ti JE ABOVE NUMBEREO CON sppropriation dele, etc.) SET FO | TRACTIORDER IS MODIFIED TO REFL DRTH IN ITEM 14, PURSUANT TO THE MENT IS ENTERED INTO PURSUANT IN to Extend the Term | THE CHANGES SET FORTH IN ITEM 14 ECT THE ADMINISTRATIVE CHANGES (A AUTHORITY OF FAR 43, 103(b). TO AUTHORITY OF: 1 of the Contract (MAR) | uch es changes in p | |
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| APGRITANT: Contractor 🔲 la no | at. (X) is required to eight this documen | et and ratum1 cop | les to the lesuing off- | CO. |
| DESCRIPTION OF AMENOMENTAMODIFICATI K ID Number: 13-1941627 NS Number: 073299836 yal Servcie Orientation in invery Location Code: HR: Independence Avenue, Stationary of the Station Code of the Stationary Location Code: HR: Independence Avenue, Stationary Code of the Stationary Location Code of the Stationary Loc | by Very Institute S | s, including solicitation/contract subject ma | ttor where feasible.) | |
| r. Yr.: 2011 CAN: G99UPF : Destination iod of Performance: 08/0 tinued | 01/2010 to 07/31/201: | 2 | | |
| pt as provided herein, all terms and conditions of NAME AND TITLE OF SIGNER (Type or print) | of the document referenced in Nem 9A or | 16A, as herstofore changed, remains urch | | |
| PEN GOLDSTEIN VI | CE PRESIDENT | CLINT DRUK | | |
| CONTRACTOR/OFFEROR When Interpreted to story (Signature of patron supported to story) | 16C. DATE SIGNED | 160. UNITED STATES OF AMERICA | | 16C, DATE SIGNED |
| 7540-01-152-8070 / | A Taran province of the second se | annannan (Thàing), mgaigh, mga gaireann an daoing g, gan ainm annaidh i', bhannann an ga | STANDA Proscrib | RD FORM 30 (REV. 10-83) od by GSA CFRI 53,243 |

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| Management (supplied with 1/2 one in | STITUTE OF JUSTICE INC 356370 | | | | |
| ITEM NO. | SUPPLIESISERVICES | QUANTITY | | UNITPRICE | THUOMA |
| (**) | | (C) | (D) | (E) | (F) |
| | Change Item 3 to read as follows (amount shown is t | ne obl | gat | ed amount): | |
| 3 | Pro-Bono Legal Services for Unaccompanied Children | | | | 5,519,828 |
| | Option Year II | | | | |
| | The purpose of this modification is to exercise oppersonal. The following changes are made: | tion ye | ar : | II and to up | data the key |
| | 1) Option Period II is exercised (August 1, 2011 | - 1 | - 1 | | |
| | 2) The total amount of funds obligated is increase \$16,936,617.00. | i from | \$11, | 416,789.00 | 50 |
| | 3) Susan Shah is replaced with Ann Marie Mulcahy as | the c | ırre | nt Project | lanager. |
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|--|--|--|---|--|---|
| AWENOW | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. RE | QUISITION/PURCHASE REQ. NO. | 1 3 |
| 04 | **** | See Block 16C | | 79392 | 5. PROJECT NO. (If applicable) |
| ISSUED B | Y CODE | DAM | 7. AD | MINISTERED BY (If other than item 6) | CODE INAM |
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| | shers Lane le MD 20857 | | 560 | O Fishers Lane | |
| | 11D 20001 | | Roc | kville MD 20857 | |
| | | | | | |
| 8, NAME AND | ADDRESS OF CONTRACTOR (No., streat, | county, State and ZIP Code) | (2C) BA | AMENDMENT OF SOLICITATION NO. | |
| /ERA INS | TITUTE OF JUSTICE INC | 356370 | | | |
| | DWAY FL 12 | | 98. | DATED (SEE ITEM 11) | |
| VEW YORK | NY 10279-1299 | | | | |
| | | | X 10A | MODIFICATION OF CONTRACT/OR DE | R NO |
| | | | | | 1.1797 |
| | | | i i marina | SP233200900316G DATED (SEE ITEM 19) | |
| ODE 356 | 370 | ACILITY CODE | | /31/2009 | 0 |
| | | 11, THIS ITEM ONLY APPLIES TO | | | |
| The above nu | mbered solicitation is amended as set forth | in liem 14. The hour and date and | alfinal day | | to adad CD |
| Ollers limbs 9 | exnowledge receipt of this amendment pric | r to the hour and date specified in th | e solicitation | or as amanded by one of the following - | tended. Tis not extended, ethods: (a) By completing |
| asparate letter | or telegram which includes a reference to | the solicitation and amendment was | euging recei | pt of this amendment on each copy of the | offer submitted; or (c) By |
| | | | | | |
| reference to th | e solicitation and this amendment, and is n | sealy southined, additioning may | | | or lotter makes |
| ACCOUNTIN | G AND APPROPRIATION DATA (If require | n eff | t Incr | | 572,582.00 |
| e Sched | | | | T | |
| | 10. THIS ITEM UNLY APPLIES TO MOD | PICATION OF CONTRACTS/ORDS | RS. IT MOD | FIES THE CONTRACT/ORDER NO. AS D | ESCRIBED IN ITEM 14. |
| ECK ONE A | THIS CHANGE ORDER IS ISSUED PUR | SUANT TO: (Specify authority) THE | E CHANGES | SET FORTH IN ITEM 14 ARE MADE IN | D (F AALDS) Am |
| | | | | | |
| ₿. | THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) BET FORTH IN | RDER IS MODIFIED TO REFLECT | THE ADMIN | IISTRATIVE CHANGES (such as changes FAR 43.103(b). | in paying office |
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| | | | | | |
| C. | THIS SUPPLEMENTAL AGREEMENT IS | ENTERED INTO PURSUANI 10 A | UTHORITY | OF: | |
| X F | AR 43,103(a)(3) Mutua | l Agreement of the | Parti | OF: es | |
| X F | THIS SUPPLEMENTAL AGREEMENT IS AR 43.103(a)(3) Mutua. OTHER (Specify type of modification and | l Agreement of the | Parti | OF: es | |
| X F7 | AR 43,103(a)(3) Mutua OTHER (Specify type of modification and | Agreement of the | Parti | es | |
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| (A) | (B) | (C) | (D) | UNIT PRICE (E) | AMOUNT (F) |
| | Period of Performance: 08/01/2009 to 07/31/2012 | | | | (E) |
| | Change Item 3 to read as follows(amount shown is | the obli | gate | d armount): | |
| 3 | Pro-Bono Legal Services for Unaccompanied Childr | en | | | 572,582 |
| | Option Year II | | | İ | |
| | Accounting Info: 2011.G99UPR0.25102 Appr. Yr.: 2011 CAN: G99UPR0 Funded: \$0.00 | Object Cl | ass: | 25102 | |
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| 5600 Fishers Lane | 3-101 | | arklawn Bldg., Room 5-1 600 Fishers Lane | UI | | |
| Rockville MD 20857 | | - 1 | ockville MD 20857 | | | |
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| 8. NAME AND ADDRESS OF CONTRACTOR (NO | n alcust county State and 71P Code) | - | 9A AMENDMENT OF SOLICITATION MO. | | | |
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| 233 BROADWAY FL 12 NEW YORK NY 10279-1299 | | | 9B. DATED (SEE ITEM 11) | | | |
| 1014 WI 10215 1255 | | _ | | | | |
| | | х | 10A MODIFICATION OF CONTRACT/ORDER GS10F0105N | ₹ NO. | | • |
| | | | HHSP233200900316G | | | |
| | | | 10B. DATED (SEE ITEM 13) | | | ************************************** |
| 356370 | FACILITY CODE | | 07/31/2009 | | | |
| | 11. THIS ITEM ONLY APPLIES TO | | | ** | | |
| The above numbered solicitation is amended as | set forth in Item 14. The hour and date spe | ciliad fo | r receipt of Offers | tended. | is not exte | ndad. |
| Offers must acknowledge receipt of this amendations 8 and 18, and returning | copies of the amendment; (b) By acknow | ne souci decaing | receipt of this amendment on wach copy of the r | මව්10 ds: (6) රාජිණ සමාත | By complete | ing |
| separate letter or talegram which includes a refe | rends to the solicitation and amendment nur | mbers. | FAILURE OF YOUR ACKNOWLEDGEMENT TO | O BE DEC | ENGO AT | ,, |
| THE PLACE DESIGNATED FOR THE RECEIPT virtue of this amendment you desire to change a | FOF OFFERS PRIOR TO THE HOUR AND to offer stready submitted, such change may | DATE 8 | SPECIFIED MAY RESULT IN REJECTION OF Y | YOUR OF | ER. If by | |
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| appropriation date, etc.) SET FC |)RTH IN ITEM 14, PURSUANT TO THE AU | THORE | ADMINISTRATIVE CHANGES (such as changes TY OF FAR 43,103(b). | a na hohusil | omoo, | |
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Contract:

GS10F0105N

Task Order:

HHSP233200900316G

Modification: 0005

The subject task order is modified as follows:

The Statement of Work is revised by deleting the existing task requirements A-E and replacing with task requirements A-E below:

- A) Contractor will identify legal service providers and organizations located near HHS-funded facilities for which funding for legal services is provided. Criteria for the identification of organizations:
 - 1) Average Daily Number of UAC in HHS-funded facilities located near the Organizations;

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 who are victims of abuse, war, or political persecution.
- B) Contractor shall send requests for proposals to the identified organizations, evaluate submitted proposals, and award 10-15 subcontracts over the period of this award (this may increase if DUCS capacity increases) which will be subject to HHS approval. Subcontractors shall, in conjunction with and guidance from, the Contractor:
 - 1) Develop and implement procedures for conducting legal rights presentations and screening 95 percent of UAC in HHS custody for whom funding for legal services is provided to identify their legal needs. Legal rights presentations shall be conducted within 14 days of placement, and legal screenings shall be conducted within 30 days of placement, or as soon as practicable thereafter in the event of extenuating circumstances;
 - 2) Develop and implement strategies to conduct outreach to legal community surrounding the site to increase the pool of attorneys willing to volunteer their time to represent the children. This will also include:
 - i) Protocol for screening each volunteer to ensure that they have the appropriate experience, adequate resources, and the skills to work appropriately with children.
 - ii) Training for volunteer attorneys to enter information for the children into the contractor designed case management system (see Task E)
 - 3) Coordinate assignment of in-house and volunteer pro bono attorneys for UAC in HHS custody;
 - 4) Track scheduled immigration court dates and immigration judge decisions for UAC screened by the program;
 - 5) Coordinate with other legal service providers and pro bono attorneys to ensure representation before immigration judges occurs while UAC are in HHS custody to the extent practicable and continues through until completion of immigration proceedings, which may extend to the time the children are reunified and living with family members in the community. Coordinate with other legal service providers and pro bone attorneys to ensure continuity in legal services and representation when UAC are transferred to another DUCS facility. Coordinates with Case Workers, other legal service providers,

Page 3 of 7

Case 2:85-cv-04544-DMG-AGR Document 239-3 Filed 08/12/16 Page 80 of 104 Page ID #:7223

Contract:

GS10F0105N

Task Order:

HHSP233200900316G

Modification:

0005

v) Number of children receiving sub-contractor representation, and percentage of those children receiving sub-contractor representation from the entire number of UAC in HHS custody who have court appearances while at the care provider(s) served by that sub-contractor.

Page 5 of 7

- 6) Contractor shall provide technical assistance to subcontractors including, but not limited to, the following areas:
 - 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.
 - iv) Providing technical assistance on family, juvenile, and criminal law issues related to UAC immigration cases.

D) Contractor shall:

- 1) Research and evaluate various models for the recruitment, training, and supervision of linguistically capable child advocates.
- 2) Provide a report on best practices and best models for appointing child advocates.
- 3) Implement a child advocate program in a site to be determined by HHS, evaluate the efficacy of child advocate program models, and expand child advocate services to multiple locations as additional funding will allow.
- 4) Conduct the recruitment, screening, training, and oversight of individual child advocates. Ensure that individual child advocates meet State licensing background check requirements for child care provider staff or volunteers prior to contact with children; conduct all corresponding background checks, references and clearances; and maintain personnel files with documentation of such.
- 5) Make timely recommendations to ORR for the assignment of individual child advocates, based on the UAC's individual needs.
- 6) For each UAC that has an assigned child advocate, provide a service plan for child advocate services and keep ORR and other stakeholders, as applicable, apprised of the service plan and any changes to the service plan with respect to custody, care and release. Upon identifying the need for advocacy with ORR, or within three (3) business days of a request by ORR, child advocates shall provide written recommendations to ORR.
- E) Contractor shall make on-going quantitative and qualitative analysis to HHS on a quarterly basis related to the effectiveness of sites' legal access programs and child advocate program using:

GS10F0105N

Task Order:

HHSP233200900316G

Modification: 000

Page 7 of 7i

- H) Technical assistance relating to outreach, training, and legal services Contractor to Subcontractor (ongoing during contract life), including provision of one annual site visit, at minimum, to each Subcontractor.
- National training shall occur in the base year. If option years are awarded, national trainings may occur if approved by the COTR.
- J) A final report, including any supplements, with recommendations submitted to HHS shall be produced within 90 days of the conclusion of the contract and will demonstrate performance-based results, using numbers of UAC served (legal rights presentations; screenings for legal relief; matched with legal representation), legal outcomes for those represented UAC whose cases concluded while working with a subcontractor, and statistics and other information, on the overall impact of the child advocate program and the legal access program.
- K) On-going analysis due 60 days from the end of each quarter. The written quarterly performance report should address performance on the task requirements and deliverables in a quantitative and qualitative manner. Subcontractor monitoring reports for the corresponding quarter shall be attached. Information shall be broken down by in care versus released UAC, and pro bono versus sub-contractor representation, and shall address quality of services.
- L) Annual analysis, based upon program data and necessary ORR-provided data, due 90 days from the end of each option year, starting with Option Year II. The written annual report shall address performance on the task requirements and deliverables in a qualitative and quantitative manner and shall address:
 - a. Legal outcomes
 - Court and cost efficiencies, including impact on continuances and length of stay
 - c. Impact of direct representation by the increase in the percentage of children who obtained representation for the duration of their immigration proceedings and by the increase in appearance rates in immigration court in Houston
- M) Provide representation annually, barring legal or ethical prohibitions, for:
 - a. 70 eligible UAC who will be released in the Houston area from care providers outside of the Houston area
 - b. 70 eligible UAC who were initially served by the subcontractor in Houston area care providers and who were then reunified/released in the Houston area
 - c. 100% of UAC who seek removal or voluntary departure while in ORR custody at a care provider served by a subcontractor.

| AMENDMENT OF SOLICITATION/MODIFIC | ATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|--|--|--|---|--|
| 2. AMENDMENTANODIFICATION NO. | 3. EFFECTIVE DATE | | UISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 0006 | See Block 16C | ACF9 | | |
| 6. ISSUED BY CODE | DAM | 7. ADS | INISTERED BY (If other than Item 6) | CODE |
| DHHS/PSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857 | | | | |
| 8. MANIE AND ADDRESS OF CONTRACTOR (No., street | , county, State and ZiP Code) | (x) 8A | AMENDMENT OF SOLICITATION NO. | |
| VERA INSTITUTE OF JUSTICE INC 233 BROADWAY FL 12 NEW YORK NY 10279-1299 | 356370 | 98. | DATED (SEE ITEM 11) | |
| | | x 10A | MODIFICATION OF CONTRACT/ORDER 10F0105N | NO. |
| | | 1 1 | SP233200900316G | |
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| | 11. This item only applies to | AMENDME | INTS OF SOLICIYATIONS | |
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| B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH | TORDER IS MODIFIED TO REFLEC IN ITEM 14, PURSUANT TO THE AU | T THE ADM THORITY C | NISTRATIVE CHANGES (such as changes F FAR 43.103(b). | R In paying office, |
| C. THIS SUPPLEMENTAL AGRESMENT | IS ENTERED INTO PURSUANT TO | AUTHORIT | r of: | |
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| | X) is required to sign this document a | | 1 copies to the issuin- | a office |
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| fice of Refugee Resettlemen | t Pro-Bono Legal Se | ervices | for Unaccompanied Ch | ildren |
| nis modification exercises of adds two HHSAR clauses to | | | | |
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| cept as provided hereis, all terms and conditions of the o | focument referenced in Item 8A or 10 | | fore changed, remains unchanged and in ful ME_AND_TITLE OF CONTRACTING OFFIC | |
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The subject task order is modified as follows:

- Option year 3 is exercised in the amount of \$9,000,000.00 for the period of 8/1/2012 through 7/31/2013. Due to an increase in the number of unaccompanied alien children receiving legal services, option year 3 pricing is increased by \$3,236,017.00 from \$5,763,983.00 to \$9,000,000.00. The revised pricing template for option year 3 is attached.
- The existing Section 1 under Contract Administration, Invoice Submission, is deleted entirely and replaced with the following updated invoicing instructions:

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

- Contract Specialist via DAM mailbox: pscsas.invoices@psc.hhs.gov.*
- 2. Contracting Officer's Representative (COR): name and email address shall be provided via email
- 3. Financial Management Service (FMS): psc_invoices@psc.hhs.gov.*

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;

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

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(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 walved 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 <u>small businesses</u> 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, <u>all</u> 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 <u>all</u> 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.

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Two HHSAR clauses (HHSAR 352.203-70 (as updated) and HHSAR 352.237-73) are added to the
task order in accordance with Consolidated Appropriations Act, 2012 - Public Law 112-74. The
clauses are included in full text below.

HHSAR 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 of 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 is 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.

(End of clause)

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 subcontracts 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.

(End of clause)

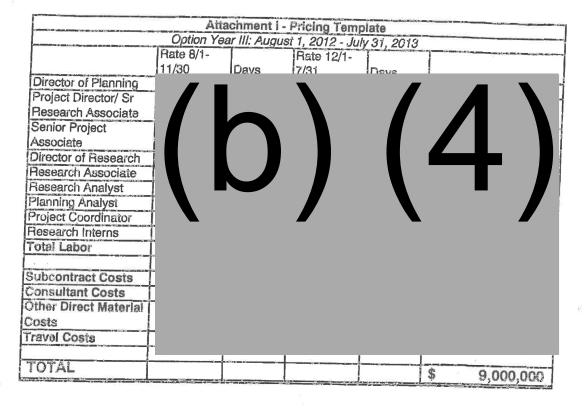
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| A ISSUED BY | CODE DAM | 7. ADMINISTERED BY (If other than Item 6) CODE | |
| \$/PSC/SAS/DAM _nbrook Place, Suite 12501 Ardennes Avenue Rockville MD 20857 | 400 | | No. Colonia |
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| 8. NAME AND ADDRESS OF CONTRACTOR | R (No., street, county, State and ZIP Coda) | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| VERA INSTITUTE OF JUSTI VERA INSTITUTE OF JUSTI 233 BROADWAY FL 12 NEW YORK NY 10279-1299 | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A MODIFICATION OF CONTRACT/OF DER NO. GS10F0105N | |
| | , | HHSP233200900316G | |
| | | 10B. DATED (SEE ITEM 13) | |
| 356370 | FACILITY CODE | 07/31/2009 | |
| | 11. THIS ITEM ONLY APPLIES T d as set forth in Item 14. The hour and date spo | AMENDMENTS OF SOLICITATIONS | |
| reference to the solicitation and this emendm ACCOUNTING AND APPROPRIATION DA ee Schedule | ent, and is received prior to the opening hour a TA (if required) | | |
| 13. THIS ITEM ONLY APPLIE | ES TO MODIFICATION OF CONTRACTS/ORDI | RS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN IT | P10 14 |
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| C. THIS SUPPLEMENTAL AGRI | EEMENT IS ENTERED INTO PURSUANT TO | UTHORITY OF: | |
| D. OTHER (Specify type of modifi | fication and authority) | | |
| MPORTANT: Contractor 🗵 is | not. is required to sign this document ar | d return 0 conjecto the inquire cells | |
| DESCRIPTION OF AMENDMENT/MODIFICA | | d return copies to the issuing office. cluding solicitation/contract subject matter where feasible.) | |
| R ID Number: 13-194162 NS Number: 073299836 | 27 | • | |
| cole.bennett@psc.hhs.go | tions should be referre | i to Nicole Bennett at | |
| , , , , , , , , , , , , , , , , , , , | ** | ¥ | |
| purpose of this modifing igned to the subject and | ication is update the C ward. | ontracting Officer's Representative | (COR) |
| reason of this modification | ation the COR is hereby iries to the COR should | changed to Faith Hurt; and all refer directed to her at faith.hurt@acf.hh | rences |
| 20 (202) 200-5186. | | Tatem.nurteacr.nr | ro.dov |
| tinued | | | |
| at as provided herein, all terms and conditions NAME AND TITLE OF SIGNER (Type or print) | of the document referenced in Item 9A or 10A | as heretofore changed, remains urichanged and in full force and effect. | |
| THE STORES (Type OF PRING | , | 16A. NAME AND TITLE OF PONTRACTING OFFICER (Type or print) DAWN T. GRESMAM | No. of the State o |
| ONTRACTOR/OFFEROR | 15C. DATE SIGNED | ICP UNITED AT A FOR CO. | . DATE SIGNED |
| | | | -1-1 |
| (Signature of person authorized to sign) 540-01-152-8070 | | (Signature or Current Ling Officer) | 21712013 |
| us edition unusable | | STANDARD FORM 30 Prescribed by GSA | (REV./10-83) |

REFERENCE NO. OF DOCUMENT BEING CONTINUED CONTINUATION SHEET PAGE OF GS10F0105N/HHSP233200900316G/0007 2 NAME OF OFFEROR OR CONTRACTOR VERA INSTITUTE OF JUSTICE INC 356370 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (A) (C) (D) (E) (F) All other terms and conditions remain unchanged by reason of this modification. NSN 7540-01-152-5087

| AMENDMENT OF SOLICITATION/MOD | ALIGN HOM OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE | OF PAGES | S |
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| D. PSC/SAS/DAM | | | • | CODE | | | |
| Twinbrook Place, Suite 40 | 0 | | | | | | |
| 12501 Ardennes Avenue | | | | | | | |
| Rockville MD 20857 | | | | | | | |
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| 8. NAME AND ADDRESS OF CONTRACTOR (No., | Street county State and 710 Co. L.) | | | | | | |
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| VERA INSTITUTE OF JUSTICE, | INC. | 9B. (| DATED (SEE ITEM 11) | | | | |
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| NEW YORK NY 10279-1299 | | 10A | MODIFICATION OF CONTRACT/ORDER | | | | _ |
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| 356370 | FACILITY CODE | | /31/2009 | | | | |
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| The above numbered solicitation is amended as se | t forth in Item 14. The hour and date s | ecified for rece | pt of Offers is ext | ended. | is not and | ended | |
| Offers must acknowledge receipt of this amendment tems 8 and 15, and returning | in prior to the nour and date specified in | the solicitation | or as arnended, by one of the following me | ethods: (a) B | y comple | ting | |
| separate letter or telegram which includes a referen | on to the authorited and a second | monding receit | tor this amendment on each copy of the c | offer submitte | d: or (c) i | Ву | |
| THE PLACE DESIGNATED FOR THE RECEIPT Of virtue of this amendment you desire to change an of | F OFFERS PRIOR TO THE HOUR AN | DATE SPECI | FIED MAY RESULT IN REJECTION OF | OUR CEE | VED AT | | |
| virtue of this amendment you desire to change an or reference to the solicitation and this amendment, an | ffer already submitted, such change ma | y be made by t | elegram or letter, provided each te legram | or letter mak | rk. Ii by es | | |
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Case 2:85-cv-04544-DMG-AGR Document 239-3 Filed 08/12/16 Page 91 of 104 Page ID #:7234

REFERENCE NO. OF DO INT BEING CONTINUED **CONTINUATION SHEET** GS10F0105N/HHSP233200900316G/0008 PAGE NAME OF OFFEROR OR CONTRACTOR 2 2 VERA INSTITUTE OF JUSTICE INC 356370 SUPPLIES/SERVICES QUANTITY UNIT A) UNIT PRICE AMOUNT (B) (C) (D) (E) BY REASON OF THIS MODIFICATION: (F) 1. The Government hereby exercises Option Period 4 (CLIN 0005) on the above referenced contract for the pre-priced amount of \$5,008,896.00; 2. The contract obligation amount is hereby increased by \$6,008,896.00 from \$26,740,371.00 to \$32,749,267.00 to fully fund this option; 3. The period of performance is hereby changed from 08/01/2009 - 07/31/2013 to 08/01/2009 - 07/31/2014; 4. The COR is hereby changed from Faith Hurt to Jallyn Stalle (Jallyn.Sualog@acf.hhs.gov; 202-401-4997); and 5. All other terms and conditions remain unchanged by this modification. Appr. Yr.: 2013 CAN: G99UPR3 Object Class: 25102 FOB: Destination Period of Performance: 08/01/2013 to 07/31/2014 Add Item 6 as follows: Probono Legal Services for Unaccompanied Children 6 Option Period 4 6,008,896.00 Period of Performance: 08/01/2013 - 07/31/2014 NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86) Sponsored by GSA FAR (48 GFR) 53.110

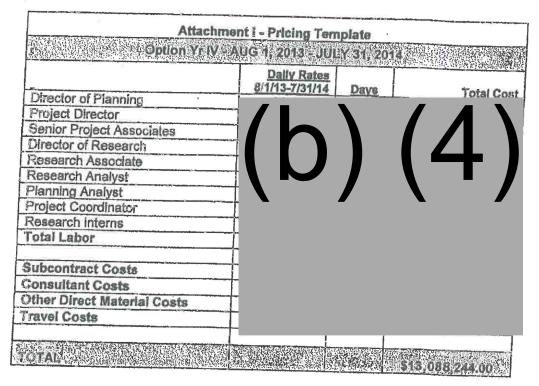
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BY REASON OF THIS MODIFICATION, THE BASE TASK ORDER IS MODIFIED AS FOLLOWS:

- The total Option Period Four (4) Firm Fixed Price amount is hereby increased by \$7,079,348.00 from \$6,008,896.00 to \$13,088,244.00, in accordance with Vera Institute of Justice's quote provided on 07/12/2013, which is hereby incorporated by reference;
- 2) Attachment I Pricing Template Option Year IV: August 1, 2013 July 31, 2014, found on page 24 of the base order is revised to the following:



- The total obligation amount for Option Period Four (4) is hereby increased by \$7,079,348.00 from \$6,008,896.00 to \$13,088,244.00;
- 4) The total order obligation amount and total order value are hereby increased by \$7,079,348.00 from \$32,749,267.00 to \$39,828,615.00 to fully fund Option Period Four (4);

Page 4 of 7

5) Section 3 – Technical Monitoring of the Contract Administration section of the base order (pages 14-15) is revised to the following:

Section 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 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 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,"

Page 5 of 7

6) Section 4 – Contracting Officer's Technical Representative (COTR) of the Contract Administration section of the base order (page 16) is hereby updated to include the COR designation to Toby Biswas, changed from Jallyn Sualog, and revised to the following:

Section 4 – Authorization of Government Personnel

Notwithstanding the Contractor's responsibility for total management during the performance of this task order, the administration of the Task order 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 task order:

1. Contract Specialist

All order administration shall be performed by a PSC Contract Specialist, Division of Acquisition Management-A:

Lisa Siavin Contract Specialist 301.443.1171 Lisa.Slavin@psc.hips.gov

2. Contracting Officer

The PSC Contracting Officer is the only individual authorized to modify this order. The Contracting Officer responsible for administrative and contractual issues concerning this task order is:

Dawn Gresham Branch Chief, PSC/SAS/DAM-A

3. Contracting Officers' Technical Representative Appointment and Authority

The name and contact information of the COR assigned to this project is:

Toby Biswas 202-205-4440 Toby,Biswas@acf.hhs.gov

 Section 1 - Invoice Submission of the Contract Administration section of the base order (pages 13-14) is revised to the following:

Section 1 - Invoice Submission

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.biswas@acf.hhs.gov
- 3. Financial Management Service (FMS): psc_invoices@psc.hhs.gov.*

^{*} No other non-involce related documents (i.e. deliverables, reports, balance statements) shall be sent to the DAM and FMS mailboxes. Involces Only.

Page 6 of 7

per month. The email may have multiple invoices for the contract. In voices 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).

Involces 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.
- (8) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

Page 7 of 7

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—System for Award Management.

8) All other terms and conditions of the order remain unchanged by this modification.

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| (C) | The total amount obligated is the | (C) | (D) | (E) | | | |
| | The total amount obligated is increased by \$3,602, \$50,634,759.00. | 048.00 | frem | \$47,032,711 | .00 to |) | etterju se d |
| | The total contract value is \$50,634,759.00. | | | | | | |
| | Delivery Location Code: ACF | | | | | | |
| | Administration for Children and Fam 370 L'Enfant Promenade, 3.W. Washington DC 20447 US | | - definite description - definite and definite and | | | | |
| | Appr. Yr.: 2014 CAN: G99UPR4 Object Class: 25102 FOB: Destination Period of Performance: 08/01/2013 to 10/31/2014 | The state of the s | | The second secon | | | |
| | Add Item 8 as follows: | | | | | | |
| 3 | Extend the services under this order for one month through 10/31/2014 | The second secon | | | 3, | ,602,04 | 8.0 |
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| A AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (# epplicable) |
| 0012 6. ISSUED BY (| 10/31/2014 CODE DAM | ACF144946 | |
| DHH8/PSC/SAS/DAM | DAM | 7. ADMINISTERED BY (If ciner than them 6) | CODE |
| Twinbrook Place, Suite 40 12501 Ardennes Avenue Rockville MD 20857 | 90 | | 4 |
| NAME AND ADDRESS OF CONTRACTOR (No. | | | |
| | • | (2) PA. AMENDMENT OF SOLICITATION NO. | |
| era institute of justice Éra institute of justice, | INC 356370 | | |
| 33 BROADWAY FL 12 | INC. | BR. DATEO (SEE ITEM 11) | |
| EW YORK NY 10279-1299 | | 1 | 8 |
| | | X GS10F0105N | 0, |
| | | HHSP233200900316G | |
| ODE 356370 | FACILITY CODE | 108. DATED (SEE ITEM 13) | |
| 339310 | | 07/31/2009 | |
| The above numbered solicitation is amended as s | of forth in Heen 1.6. The hour and cinta as | O AMENDMENTS OF SOLICITATIONS Olded for receipt of Office The colicitation or as cenerated, by one of the following methor | iled. [] is not extended. |
| separate letter of telegram which broudes a reference of the PLACE DESIGNATED FOR THE RECEIPT Continued this entended you dealed to change an effortace to the solidation and this amendment, a ACCOUNTING AND APPROPRIATION DATA (If | nce to the solicitation and amandment in DP OFFERS PRIOR TO THE HOUR AND offer stready submitted, such change me and is received prior to the opening hour a | medgrig recept of total americanent on each copy of the offer misers. FAILURE OF YOUR ACKNOWLEDGEMENT TO E. I DATE SPECIFIED MAY RESULT IN REJECTION OF YOU I be made by talegram or letter, provided each talegram or b mid data specified. | r submitted; or (a) By E RECEIVED AT UR OFFER, If by Stor makes |
| 115.G99UPR5.25102 | | | 820,000.00 |
| 13. This item only applies to | MODIFICATION OF CONTRACTS/ORD | ers. It modifies the contractionner no. As desc | RIBED IN ITEM 14. |
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| VERA IN | STITUTE OF JUSTICE INC 356370 | | | | |
| ITEM NO. | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | | · AMOUNT |
| | The total amount obligated is increased by \$1,820. | 500.00 | fre | (E) | (F) |
| | \$52,454,759.00. | | | ,,,,,,, | |
| | The total contract value is \$52,454,759.00. | | | | |
| | | | | | |
| | Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447 US | | | | |
| | Appr. Yr.: 2015 CAN; G99UPR5 Object Class: 25102 FOB: Destination Pariod of Parformance: 08/01/2013 to 01/31/2015 | | | | |
| | Add Item 9 as follows: | - | | | |
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