

OMB No. 0990-0115

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 30		1. REQUISITION NUMBER See Schedule		PAGE OF 1 24	
CONTRACT NO. S10F0105N		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER HHSP233200900316G	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME BRENDAN MILLER		9. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> (S)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. DELIVER TO Multiple Destinations		15. ADMINISTERED BY DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299		17b. PAYMENT WILL BE MADE BY FMS		18. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,050,000.00	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
1		Tax ID Number: 13-1941627 DUNS Number: 073299836 Questions concerning this order may be referred to Mr. Brendan Miller (301) 443-5241. Proc-Bono Legal Services for Unaccompanied Children Base Year Requisition No: ACF11997, ACF2778 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT 5,050,000.00	
25. ACCOUNTING AND APPROPRIATION DATA See schedule		26. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		27. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-5 ARE ATTACHED. ADDEND		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT REF. DATED 07/27/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		30. NAME AND TITLE OF OFFEROR (Type or print) IN GOLDSTEIN VICE PRESIDENT		30c. DATE SIGNED 7/31/09	
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) DONALD S. HADRICK		31b. NAME OF CONTRACTING OFFICER (Type or print) DONALD S. HADRICK		31c. DATE SIGNED 7/31/09	

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STANDARD FORM 1448 (REV. 5/2006)  
Prescribed by GSA - FAR (48 CFR) 53.212

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447 US Amount: \$1,000,000.00 Accounting Info: 2009.G99UPR9.25102 Appr. Yr.: 2009 CAN: G99UPR9 Object Class: 25102 Funded: \$1,000,000.00  Delivery Location Code: PERRYPOINT-201 PerryPoint-201 228 3RD STREET ROOM 350 HARRISBURG PA 17101 US Amount: \$4,050,000.00 Accounting Info: 2009-G99UPR9-25102 Appr. Yr.: 2009 CAN: G99UPR9 Object Class: 25102 Funded: \$4,050,000.00 Period of Performance: 08/01/2009 to 07/31/2010				
2	Pro-Bono Legal Services for Unaccompanied Children  Option Year I Amount: \$5,303,365.00 (Option Line Item) Period of Performance: 08/01/2010 to 07/31/2011  Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
		42c. DATE RECD (YYMMDD)		42d. TOTAL CONTAINERS	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0105N/HHSP233200900316G	PAGE 3	OF 24
NAME OF OFFEROR OR CONTRACTOR VERA INSTITUTE OF JUSTICE INC 356370			

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (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
5	Pro-Bono Legal Services for Unaccompanied Children  Option Year IV Amount: \$6,008,896.00 (Option Line Item) Period of Performance: 08/01/2013 to 07/31/2014				0.00
The total amount of award: \$27,646,092.00. The obligation for this award is shown in box 26.					

FORM 7510-01-102-0007

OPTIONAL FORM 336 (4-89)  
Sponsored by GSA  
FAR (48 CFR) 63.110

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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.

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

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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 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.”<sup>1</sup>

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,

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<sup>1</sup> Section 235 of the TVPRA became effective on March 23, 2009.

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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:
  - 1) 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:
    - 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
  - 3) Coordinate assignment of *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 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.
  - 2) 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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ORR Pro Bono Legal Services for Unaccompanied Children

**INSPECTION AND ACCEPTANCE**

1. 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 anticipated 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-imbursable travel expenses.

5. **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, SIJ 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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ORR Pro Bono Legal Services for Unaccompanied Children

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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ORR Pro Bono Legal Services for Unaccompanied Children

**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.

- a. 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 Funds 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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ORR Pro Bono Legal Services for Unaccompanied Children

4. **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>.

7. **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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ORR Pro Bono Legal Services for Unaccompanied Children

<u>Name</u>	<u>Title</u>
(b)(4), (b)(6)	Director Project Manager

**8. GOVERNMENT FURNISHED MATERIALS:**

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

**9. 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.

STANDARD FORM 1449, continued

HHSP233200900316G

ORR Pro Bono Legal Services for Unaccompanied Children

- 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**

- 1. 52.217-8 Option to Extend Services (NOV 1999) [30 days]

STANDARD FORM 1449, continued

HHSP233200900316G

ORR Pro Bono Legal Services for Unaccompanied Children

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)

Attachment I - Pricing Template					
Base Year: August 1, 2009 - July 31, 2010					
	Rate 8/1- 11/30	Days	Rate 12/1- 7/31	Days	
Director of Planning	(b) (4)				
Project Director					
Senior Project Associate					
Director of Research					
Research Associate/Writer-Editor					
Project Coordinator					
Research Interns					
Total Labor					
Sub-Contract Costs					
Consultant Costs					
Other Direct Material Costs					
Travel Costs					
<b>TOTAL</b>					

Attachment I - Pricing Template					
Option Year I: August 1, 2010 - July 31, 2011					
	Rate 8/1- 11/30	Days	Rate 12/1- 7/31	Days	
Director of Planning	(b) (4)				
Project Director					
Senior Project Associate					
Director of Research					
Research Associate/Writer-Editor					
Project Coordinator					
Research Interns					
Total Labor					
Sub-Contract Costs					
Consultant Costs					
Other Direct Material Costs					
Travel Costs					
<b>TOTAL</b>					<b>\$ 5,303,385</b>

Attachment I - Pricing Template					
Option Year II: August 1, 2011 - July 31, 2012					
	Rate 8/1-11/30	Days	Rate 12/1-7/31	Days	
Director of Planning	(b) (4)				
Project Director					
Senior Project Associate					
Director of Research					
Research Associate/Writer-Editor					
Project Coordinator					
Research Interns					
Total Labor					
Sub-Contract Costs					
Consultant Costs					
Other Direct Material Costs					
Travel Costs					
<b>TOTAL</b>					<b>\$ 5,519,828</b>

Attachment i - Pricing Template				
Option Year III: August 1, 2012 - July 31, 2013				
	Rate 8/1-11/30	Days	Rate 12/1-7/31	Days
Director of Planning	(b) (4)			
Project Director				
Senior Project Associate				
Director of Research				
Research Associate/Writer-Editor				
Project Coordinator				
Research Interns				
Total Labor				
Sub-Contract Costs				
Consultant Costs				
Other Direct Material Costs				
Travel Costs				
<b>TOTAL</b>				

Attachment I - Pricing Template					
Option Year IV: August 1, 2013 - July 31, 2014					
	Rate 8/1-11/30	Days	Rate 12/1-7/31	Days	
Director of Planning	(b) (4)				
Project Director					
Senior Project Associate					
Director of Research					
Research Associate/Writer-Editor					
Project Coordinator					
Research Interns					
Total Labor					
Sub-Contract Costs					
Consultant Costs					
Other Direct Material Costs					
Travel Costs					
<b>TOTAL</b>					



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 07/12/2010		1 2	
4. REQUISITION/PURCHASE REQ. NO. ACF36601		5. PROJECT NO. (If applicable)			
6. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857		7. ADMINISTERED BY (If other than item 6) DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857		CODE DAM	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 233 BROADWAY FL 12 NEW YORK NY 10279-1299		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 356370 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G		10B. DATED (SEE ITEM 13) 07/31/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule Net Increase: \$274,379.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 13-1941627

DUNS Number: 073299836

The purpose of this modification is to increase the funding for the base year by \$274,379.00 from \$5,050,000.00 to \$5,324,379.00 in order to provide additional pro-bono legal services.

Total Amount for this Modification: \$274,379.00

New Total Amount for this Award: \$27,920,471.00

Obligated Amount for this Modification: \$274,379.00

New Total Obligated Amount for this Award: \$5,324,379.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Karen Goldstein, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ERICA K. BINNIX	
15B. CONTRACTOR/OFFEROR <i>Karen Goldstein</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA <i>Erica Binnix</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 13 July 2010		16C. DATE SIGNED 7/14/10	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS10F0105N/HHSP233200900316G/0001	2	2

NAME OF OFFEROR OR CONTRACTOR  
 VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged by reason of this modification. FOB: Destination				
	Change Item 1 to read as follows (amount shown is the obligated amount):				
1	Pro-Bono Legal Services for Unaccompanied Children  Base Year  Accounting Info: 2009-G99UPR9-25102 Appr. Yr.: 2009 CAN: G99UPR9 Object Class: 25102 Funded: \$0.00  Accounting Info: 2009-G99UPR9-25102 Appr. Yr.: 2009 CAN: G99UPR9 Object Class: 25102 Funded: \$0.00  Accounting Info: 2010-G99UPR0-25102 Appr. Yr.: 2010 CAN: G99UPR0 Object Class: 25102 Funded: \$274,379.00				274,379.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 08/01/2010		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 8) DHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857		8. CODE DAM	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105X HHS233200900316G		10B. DATED (SEE ITEM 12) 07/31/2009		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
12. ACCOUNTING AND APPROPRIATION DATA (if required) 2010-GS9UPRO-25102		Net Increase:		\$6,092,410.00	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing terms 8 and 12, and returning \_\_\_\_\_ copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

extended.  is not extended.

12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 11.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.102(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 13-1941627  
 DUNS Number: 073299836  
 The purpose of this modification is to exercise option year I in the amount of \$6,092,410.00 for the period of 8/1/2010 through 7/31/2011. Option year I pricing is increased by \$789,025.00 from \$5,303,385.00 to \$6,092,410.00 due to increased level of effort. Revised pricing template for option year I is attached.

Total Amount for this Modification: \$789,025.00  
 New Total Amount for this Award: \$26,709,495.00  
 Obligated Amount for this Modification: \$6,092,410.00  
 New Total Obligated Amount for this Award: \$11,416,789.00  
 Continued ...

Except as provided herein, all terms and conditions of the documents referenced in item 3A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Jacobson, Director / President		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ERICA K. BINNIX	
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 8/01/2010	
15D. UNITED STATES OF AMERICA 		15C. DATE SIGNED 9/1/10	

NSN 7540-01-182-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-69)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0105N/HHSP233200900316G/0002	PAGE 2	OF 3
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NAME OF OFFEROR OR CONTRACTOR  
VERA INSTITUTE OF JUSTICE INC 356370

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	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 follows (amount shown is the obligated amount):  Pro-Bono Legal Services for Unaccompanied Children  Option Year I Requisition No: ACF44051, ACF47005  Amount: \$5,580,410.00  Amount: \$512,000.00				6,092,410.00

Attachment I - Pricing Template				
Option Year I: August 1, 2010 - July 31, 2011				
	Rate 8/1-11/30	Days	Rate 12/1-7/31	Days
Director of Planning	(b) (4)			
Project Director				
Senior Project Associate				
Director of Research				
Research Associate/Writer-Editor				
Project Coordinator				
Research Analyst				
Planning Analyst				
Research interns				
Total Labor				
Sub-Contract Costs				
Consultant Costs				
Other Direct Material Costs				
Travel Costs				
<b>TOTAL</b>				<b>\$ 6,092,410</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 07/28/2011		4. REQUISITION/PURCHASE REQ. NO. ACF69089	
5. PROJECT NO. (If applicable)		6. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857		7. ADMINISTERED BY (If other than Item 6) DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 356370 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHS233200900316G		10B. DATED (SEE ITEM 13) 07/31/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 2011.G99UPRO.25102 Net Increase: \$5,519,628.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 13-1941627  
 DUNS Number: 073299836  
 Legal Service Orientation by Very Institute  
 Delivery Location Code: HHS  
 HHS  
 200 Independence Avenue, SW  
 Washington DC 20201 US

Appr. Yr.: 2011 CAN: G99UPRO Object Class: 25102  
 FOB: Destination  
 Period of Performance: 08/01/2010 to 07/31/2012  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) KAREN GOLDSTEIN VICE PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLINT DRUK	
15B. CONTRACTOR/OFFEROR <i>Karen Goldstein</i> (Signature of person authorized to sign)		16C. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 7/29/11		16C. DATE SIGNED 7/29/11	

NSN 7540-01-152-8070  
 Previous edition unusable

STANDARD FORM 30 (REV. 10-63)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	CS10F0105N/HHSP233200900316G/0003	2	2

NAME OF OFFEROR OR CONTRACTOR  
 VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3	<p>Change Item 3 to read as follows (amount shown is the obligated amount):</p> <p>Pro-Bono Legal Services for Unaccompanied Children</p> <p>Option Year II</p> <p>The purpose of this modification is to exercise option year II and to update the key personal. The following changes are made:</p> <p>1) Option Period II is exercised (August 1, 2011 - July 31, 2012.</p> <p>2) The total amount of funds obligated is increased from \$11,416,789.00 to \$16,936,617.00.</p> <p>3) Susan Shah is replaced with Ann Marie Mulcahy as the current Project Manager.</p>				5,519,828.00

HEH 7240-01-162-2007

OPTIONAL FORM 350 (4-65)  
 Sponsored by GSA  
 FAR (38 CFR) 83.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 04		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. ACF79392	
ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857		CODE DAM		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than item 6) DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857		CODE DAM	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)					
VERA INSTITUTE OF JUSTICE INC 356370 233 BROADWAY FL 12 NEW YORK NY 10279-1299					
CODE 356370		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G	
				10B. DATED (SEE ITEM 13) 07/31/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$572,582.00

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 13-1941627  
DUNS Number: 073299836  
Office of Refugee Resettlement Pro-Bono Legal Services for Unaccompanied Children  
Option year II pricing is increased by \$572,582.00 from \$5,519,828.00 to \$6,092,410.00 in order to expand service coverage. Revised pricing template for option year II is attached.

Obligated Amount for this Modification: \$572,582.00  
New Total Obligated Amount for this Award: \$17,509,199.00

FOB: Destination  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) KAREN GOLDSTEIN VICE PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLINT DRUK	
15B. CONTRACTOR/OFFEROR Karen Goldstein	15C. DATE SIGNED 10/1/11	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 12/2/11

SN 540-01-153-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0105N/HHSP233200900316G/0004	PAGE 2	OF 3
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NAME OF OFFEROR OR CONTRACTOR  
INSTITUTE OF JUSTICE INC 356370

A NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/01/2009 to 07/31/2012				
3	Change Item 3 to read as follows (amount shown is the obligated amount):  Pro-Bono Legal Services for Unaccompanied Children  Option Year II  Accounting Info: 2011.G99UPR0.25102 Appr. Yr.: 2011 CAN: G99UPR0 Object Class: 25102 Funded: \$0.00  Accounting Info: 2012.G99UPR2.25102 Appr. Yr.: 2012 CAN: G99UPR2 Object Class: 25102 Funded: \$572,582.00				572,582.00

Attachment I - Pricing Template				
Option Year II: August 1, 2011 - July 31, 2012				
	Rate 8/1-11/30	Days	Rate 12/1-7/31	Days
Director of Planning	(b) (4)			
Project Director				
Senior Project Associate				
Director of Research				
Research Associate/Writer-Editor				
Research Analyst				
Planning Analyst				
Project Coordinator				
Research Interns				
Total Labor				
Sub-Contract Costs				
Consultant Costs				
Other Direct Material Costs				
Travel Costs				
<b>TOTAL</b>				\$ 6,092,410

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE See Block 16C		1 7	
4. REQUISITION/PURCHASE REQ. NO. ACF90523		5. PROJECT NO. (if applicable)			
6. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857		CODE DAM		7. ADMINISTERED BY (if other than Item 6) DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857	
CODE DAM		CODE DAM			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 233 BROADWAY FL 12 NEW YORK NY 10279-1299			9A. AMENDMENT OF SOLICITATION NO. (x)		
9B. DATED (SEE ITEM 11)			10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G		
CODE 356370 FACILITY CODE			10B. DATED (SEE ITEM 11) 07/31/2009		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 18, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule Net Increase: \$231,172.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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



Tax ID Number: 13-1941627  
DUNS Number: 073299836  
Office of Refugee Resettlement Pro-Bono Legal Services for Unaccompanied Children

- The Statement of Work and Schedule of Deliverables are revised as specified on the attached pages (3-7).
- Option year II pricing is increased by \$231,172.00 from \$6,092,410.00 to \$6,323,582.00 due to an increase in the number of unaccompanied alien children receiving legal services.

FOB: Destination

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ernest Duncan, Chief Operating Officer and Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLINT DRUK	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 6/13/2012	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 6/13/12

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Contract: GS10F0105N  
Task Order: HHSP233200900316G  
Modification: 0005

Page 3 of 7

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 bono 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,

Contract: GS10F0105N  
Task Order: HHSP233200900316G  
Modification: 0005

Page 5 of 7

- 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.
- 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.
  - 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:

Contract: GS10F0105N  
Task Order: HHSP233200900316G  
Modification: 0005

Page 7 of 7

- 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.
- I) 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
  - b. 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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ACF94871	5. PROJECT NO. (If applicable)
6. ISSUED BY DHHS/PSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857	CODE DAM	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 233 BROADWAY FL 12 NEW YORK NY 10279-1299		(b) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 356370	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G	10B. DATED (SEE ITEM 13) 07/31/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2012.G99UPR2.25102 Net Increase: \$9,000,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

Tax ID Number: 13-1941627

DUNS Number: 073299836

Office of Refugee Resettlement Pro-Bono Legal Services for Unaccompanied Children

This modification exercises option year 3 with changes, updates the invoicing instructions, and adds two HHSAR clauses to the task order. Please see the attached continuation pages.

Appr. Yr.: 2012 CAN; G99UPR2 Object Class: 25102

FOB: Destination

Period of Performance: 08/01/2009 to 07/31/2013

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Karen Goldstein, Vice President & General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CLINT DRUK
15B. CONTRACT/ORDER NO. <i>Karen Goldstein</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/30/12
16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/31/12

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS10F0105N/HHSP233200900316G/0006	2	6
NAME OF OFFEROR OR CONTRACTOR VERA INSTITUTE OF JUSTICE INC 356370			

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 4 to read as follows (amount shown is the obligated amount):				
4	Pro-Bono Legal Services for Unaccompanied Children Option Year III				9,000,000.00
	Contractor's Statement of Release				
	In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal for revised pricing for option year 3 dated 7/19/2012 "proposal for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposal for adjustment" (except for - no exceptions).				



Contract: GS10F0105N  
Task Order: HHSP233200900316G  
Modification: 0006

Page 3 of 6

The subject task order is modified as follows:

1. 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.
2. 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:

1. 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.\*

*\* 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;

Contract: GS10F0105N  
Task Order: HHSP233200900316G  
Modification: 0006

Page 4 of 6

- (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

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

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

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

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

Contract: GS10F0105N  
Task Order: HHSP233200900316G  
Modification: 0006

Page 5 of 6

3. 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 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.

(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 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.

(End of clause)

Contract: GS10F0105N  
 Task Order: HHSP233200900316G  
 Modification: 0006

Attachment I - Pricing Template				
Option Year III: August 1, 2012 - July 31, 2013				
	Rate 8/1-11/30	Days	Rate 12/1-7/31	Days
Director of Planning	(b) (4)			
Project Director/ Sr Research Associate				
Senior Project Associate				
Director of Research				
Research Associate				
Research Analyst				
Planning Analyst				
Project Coordinator				
Research Interns				
Total Labor				
Subcontract Costs				
Consultant Costs				
Other Direct Material Costs				
Travel Costs				
<b>TOTAL</b>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) DAM		CODE	
6. ISSUED BY P/PSC/SAS/DAM Inbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 356370		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G	
				10B. DATED (SEE ITEM 13) 07/31/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 13-1941627  
 DUNS Number: 073299836  
 All contract-related questions should be referred to Nicole Bennett at nicole.bennett@psc.hhs.gov

The purpose of this modification is update the Contracting Officer's Representative (COR) assigned to the subject award.

By reason of this modification the COR is hereby changed to Faith Hurt; and all references to correspondence or inquiries to the COR should directed to her at faith.hurt@acf.hhs.gov or at (202) 260-5186.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		DAWN T. GRESHAM	
CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		(Signature of Contracting Officer)	16C. DATE SIGNED 5/7/2013

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0105N/HHSP233200900316G/0007	PAGE 2	OF 2
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NAME OF OFFEROR OR CONTRACTOR  
VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged by reason of this modification.				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 08/01/2013		4. REQUISITION/PURCHASE REQ. NO. ACF115827	
6. ISSUED BY D. PSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable) 1 2	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 356370		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G 10B. DATED (SEE ITEM 13) 07/31/2009	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
..2013.G99UPR3.25102 Net Increase: \$6,008,896.00

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

CHANGE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Tax ID Number: 13-1941627  
DUNS Number: 073299836  
For any questions regarding this modification, please contact the Contract Specialist, Lisa Slavin at Lisa.Slavin@psc.hhs.gov or 301-443-1171.

ACF COR: Jallyn Sualog (Jallyn.Sualog@acf.hhs.gov; 202-401-4997)

The purpose of this modification is to: 1) Exercise the Government's unilateral right to exercise an Option in accordance with the contract's clause FAR 52.217-9, Option to Extend the Term of the Contract, and 2) Update the COR assignment.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) DAWN T. GRESHAM		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAWN T. GRESHAM	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/24/13

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS10F0105N/HHSP233200900316G/0008	PAGE 2	OF 2
NAME OF OFFEROR OR CONTRACTOR VERA INSTITUTE OF JUSTICE INC 356370			

1 NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>BY REASON OF THIS MODIFICATION:</p> <p>1. The Government hereby exercises Option Period 4 (CLIN 0005) on the above referenced contract for the pre-priced amount of \$6,008,896.00;</p> <p>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;</p> <p>3. The period of performance is hereby changed from 08/01/2009 - 07/31/2013 to 08/01/2009 - 07/31/2014;</p> <p>4. The COR is hereby changed from Faith Hurt to Jallyn Sualog (Jallyn.Sualog@acf.hhs.gov; 202-401-4997); and</p> <p>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</p> <p>Add Item 6 as follows:</p> <p>6 Probono Legal Services for Unaccompanied Children                      Option Period 4                      Period of Performance: 08/01/2013 - 07/31/2014</p>				6,008,896.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE 09/27/2013		4. ACQUISITION/PURCHASE REC. NO. ACF115832	
5. ISSUED BY DEHS/PSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 5)	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO. 00		9B. DATED (SEE ITEM 11)	
CODE 356370 FACILITY CODE		10A. MODIFICATION OF CONTRACT ORDER NO. GS10FJ105N HHSP233200900316G		10B. DATED (SEE ITEM 13) 07/31/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. # by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) .. 2013 .099UPR3 .25102 Net Increase: \$7,079,348.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4 (c) -- Contract Terms and Conditions -- Commercial Items (Jul 2013)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 13-1941627  
 DUNS Number: 07329836  
 Contract Specialist: Lisa Slavin (Lisa.Slavin@psc.hhs.gov; 301-443-1171)  
 ACF COR: Toby Biswas (Toby.Biswas@acf.hhs.gov; 202-205-4440)

The purpose of this modification is to: 1) Revise Attachment I - Pricing Template - Option Year Four (4) of the Base Task Order from \$6,008,896.00 to \$13,088,244.00, and the Firm Fixed Price total contract value to \$39,828,615.00, by \$7,079,348.00 and 2) Update the Contract Administration Section.  
 See continuation pages 3-7 for detail.  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ernest Duncan, COO/CFO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAWN T. BRESHAM	
16B. CONTRACTOR/OFFEROR <i>[Signature]</i>		16C. DATE SIGNED 9-27-13	
		16D. UNITED STATES OF AMERICA <i>[Signature]</i>	
		16E. DATE SIGNED 9/27/13	

ISSN 7540-01-152-8070  
Previous edition unuseful

STANDARD FORM 30 (REV. 10-85)  
Prescribed by GSA  
FAR (48 CFR) 53.248

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS10F0105N/HHSP233200900316G/0009	2	7

NAME OF OFFEROR OR CONTRACTOR  
 VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
7	Appx. Yr.: 2013 CAN: G99UPR3 Object Class: 25102 FOB: Destination Period of Performance: 08/01/2013 to 07/31/2014  Add Item 7 as follows:  Additional funding to be added to Option Period Four (4) to support increased level of effort				7,079,348.00

NSN 7540-01-102-8007

OPTIONAL FORM 336 (1-56)  
 Sponsored by GSA  
 FAR (48 CFR) 53.110

CONTINUATION PAGE  
GS10F0105N/HHSP233200900316G

Page 3 of 7

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

- 1) 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:

<b>Attachment I - Pricing Template</b>			
<b>Option Year IV - AUG 1, 2013 - JULY 31, 2014</b>			
	<b>Daily Rates</b> 8/1/13-7/31/14	<b>Days</b>	<b>Total Cost</b>
Director of Planning	<b>(b) (4)</b>		
Project Director			
Senior Project Associates			
Director of Research			
Research Associate			
Research Analyst			
Planning Analyst			
Project Coordinator			
Research Interns			
Total Labor			
Subcontract Costs			
Consultant Costs			
Other Direct Material Costs			
Travel Costs			
<b>TOTAL</b>			<b>\$13,088,244.00</b>

- 3) 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);

CONTINUATION PAGE  
GS10F0105N/HHSP238200900316G

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."

CONTINUATION PAGE  
GS10F0105N/HHSP233200900316G

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 Jailyn 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 Slavin  
Contract Specialist  
301.443.1171  
[Lisa.Slavin@psc.hhs.gov](mailto:Lisa.Slavin@psc.hhs.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](mailto:Toby.Biswas@acf.hhs.gov)

- 7) 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](mailto:pscsas.invoices@psc.hhs.gov).\*
2. Contracting Officer's Representative (COR): [toby.biswas@acf.hhs.gov](mailto:toby.biswas@acf.hhs.gov)
3. Financial Management Service (FMS): [psc\\_invoices@psc.hhs.gov](mailto: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.

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GS10F0105N/HHSP233200900316G

Page 6 of 7

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, 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.

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GS10F0105N/HHSP233200900316G

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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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0010		3. EFFECTIVE DATE 07/31/2014		1 2	
4. REQUISITION/PURCHASE REQ. NO. ACF137505		5. PROJECT NO. (if applicable)			
6. ISSUED BY DHHS/FSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857		7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO.			
9B. DATED (SEE ITEM 11)		9C. MODIFICATION OF CONTRACT/ORDER NO. G910F0105N HHS P233200900315G			
9D. DATED (SEE ITEM 13)		07/31/2009			
CODE 356370		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 16, and returning copies of the amendment; (b) By e-mailing receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule Net Increase: \$7,204,096.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.109(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.217-8 Option to Extend Services (Nov 1999)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UOF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 13-1941627  
 DUNS Number: 073299836  
 Contract Specialist: Linda O'Neil (Linda.Jules-O'Neil@psc.hhs.gov; 301-443-2655)

ACF COR: Toby Biswas (Toby.Biswas@acf.hhs.gov; 202-205-4440)

The purpose of this modification is to extend services under the order for two months through September 30, 2014 at an additional cost of \$7,204,718.00. The Period of Performance for the order is hereby revised from August 1, 2013 through July 31, 2014 and revised to August 1, 2014 through September 30, 2014.

Continued ...  
 Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as herebefore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) KAREN GOLDSTEIN VICE PRESIDENT		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBARNA BROWNING	
15C. CONTRACTOR/OFFEROR <i>Karen Goldstein</i>		15D. DATE SIGNED 7/31/14	
15E. UNITED STATES OF AMERICA		15F. DATE SIGNED <i>Robarna Browning</i> 07/31/2014	



CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED			PAGE	OF
		GS10F0105N/HHSP233200900316G/0010			2	2
NAME OF OFFEROR OR CONTRACTOR						
VERA INSTITUTE OF JUSTICE INC 356370						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	The total amount obligated is increased by \$7,204,096.00 from \$39,828,615.00 to \$47,032,711.00.					
	The total contract value is \$47,032,711.00.					
	Change Item 7 to read as follows (amount shown is the obligated amount):					
7	Extend the services under this order for two months through 09/30/2014				7,204,096.00	
	Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447 US Amount: \$7,079,348.00 Accounting Info: ..2013.G99UPR3.25102 Appr. Yr.: 2013 CAN: G99UPR3 Object Class: 25102 Funded: \$0.00  Delivery: 09/30/2014 Delivery Location Code: ACF ACF Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447 US Amount: \$7,204,096.00 Accounting Info: ..2014.G99UPR4.25102 Appr. Yr.: 2014 CAN: G99UPR4 Object Class: 25102 Funded: \$7,204,096.00					

HSR 740-01-102-8057

OPTIONAL FORM 335 (4-85)  
 Approved by GSA  
 FPMR (41 CFR) 101-11.6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 09/30/2014		4. REQUISITION/PURCHASE REQ. NO. ACF141904	
5. ISSUED BY DHHS/PSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardenes Avenue Rockville MD 20857		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (if other than item 5)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 356370 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105X HHSP233200900316G		10B. DATED (SEE ITEM 13) 07/31/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
..2014.G99UPR4.25102 Net Increase: \$3,602,048.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.109(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8 Option to Extend Services (Nov 1999)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Tax ID Number: 13-1941627  
DUNS Number: 073299836  
Contract Specialist: Linda O'Neil (Linda.Jules-O'Neil@psc.hhs.gov; 301-443-2655)

ACF COR: Toby Biswas (Toby.Biswas@acf.hhs.gov; 202-205-4440)

The purpose of this modification is to extend services under the order for one month through October 31, 2014 at an additional cost of \$3,602,048.00. The Period of Performance for the order is hereby revised from August 1, 2013 through September 30, 2014 to August 1, 2013 through October 31, 2014.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) KAREN GOLDSTEIN VICE PRESIDENT		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSANNA BROWNING	
15B. CONTRACTOR/OFFEROR Karen Goldstein (Signature of person authorized to sign)		15B. UNITED STATES OF AMERICA Rosanna Browning (Signature of Contracting Officer)	
15C. DATE SIGNED 9/30/14		15C. DATE SIGNED 09/30/2014	

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS10F0105N/HHSP233200900316G/0011 PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount obligated is increased by \$3,602,048.00 from \$47,032,711.00 to \$50,634,759.00.				
	The total contract value is \$50,634,759.00.				
	Delivery Location Code: ACF ACF Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447 US				
	Appr. Yr.: 2014 CAN: G990PR4 Object Class: 25102 FOB: Destination Period of Performance: 08/01/2013 to 10/31/2014				
	Add Item 8 as follows:				
8	Extend the services under this order for one month through 10/31/2014				3,602,048.00

NSR 7610-01-182-0057

OPTIONAL FORM 346 (1-60)  
 Prescribed by GSA  
 FPMR (41 CFR) 101-11.6

2. AMENDMENT/MODIFICATION NO. 0012		3. EFFECTIVE DATE 10/31/2014		4. REQUISITION/PURCHASE REQ. NO. ACF144946		PAGE OF PAGES 1 2	
6. ISSUED BY DHHB/PSC/SAS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857		CODE DAM		7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) VERA INSTITUTE OF JUSTICE INC 356370 VERA INSTITUTE OF JUSTICE, INC. 233 BROADWAY FL 12 NEW YORK NY 10279-1299				9A. AMENDMENT OF SOLICITATION NO.			
CODE 356370				FACILITY CODE			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS10F0105N HHSP233200900316G			
				10B. DATED (SEE ITEM 13) 07/31/2009			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
2015.G99UFR5.25102 Net Increase: \$1,820,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8 Option to Extend Services (Nov 1999)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANCE: Contractor  Is not.  Is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 13-1941627  
 DUNS Number: 073299836  
 Contract Specialist: Linda O'Neil (Linda.Juliss-O'Neil@psc.hhs.gov; 301-443-2655)  
 ACF COR: Toby Biswas (Toby.Biswas@acf.hhs.gov; 202-205-4440)

The purpose of this modification is to extend services under the order for three (3) months through January 31, 2015, adding additional funds in the amount of \$1,820,000.00. The Period of Performance for the order is hereby revised from August 1, 2013 through October 31, 2014 to August 1, 2013 through January 31, 2015.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Karen Goldstein, Vice President / General Counsel		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSANNA BROWNING	
15B. CONTRACTING OFFICER <i>Karen Goldstein</i> (Signature and position authority to sign)		16B. UNITED STATES OF AMERICA <i>Rosanna Browning</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 10/31/2014		15C. DATE SIGNED 10/31/2014	

NSN 7540-01-182-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-93)  
Prescribed by GSA  
FAR (48 CFR) 55.245

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS10F0105N/HHSP233200900316G/0012	2	2

NAME OF OFFEROR OR CONTRACTOR  
 VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount obligated is increased by \$1,820,000.00 from \$50,634,759.00 to \$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 Period of Performance: 08/01/2013 to 01/31/2015  Add Item 9 as follows:  Funds Vera extension thru Jan 31 2015				1,820,000.00

SN 7546-01-129-9007

OPTIONAL FORM 336 (4-86)  
 Sponsored by GSA  
 FPMR (41 CFR) 101-11.6