

2. CONTRACT NO. HHSP233201650076A
 3. AWARD/EFFECTIVE DATE: 09/02/2016
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: DAVID MORGAN
 a. NAME: DAVID MORGAN
 b. TELEPHONE NUMBER (No collect calls): 301-443-7078
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: DHHS/PSC/AMS/DAM
 7700 Wisconsin Avenue
 8th Floor
 Bethesda MD 20814
 CODE: DAM

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: Administration on Aging
 One Massachusetts Ave.
 Suite 4100
 Washington DC 20201
 CODE:
 16. ADMINISTERED BY: DHHS/PSC/AMS/DAM
 7700 Wisconsin Avenue
 8th Floor
 Bethesda MD 20814
 CODE: DAM

17a. CONTRACTOR/OFFEROR: JUSTICE IN AGING 1494822
 JUSTICE IN AGING 1444 EYE ST N
 1444 EYE ST NW STE 1100
 WASHINGTON DC 200056547
 CODE: 1494822
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: FMS
 CODE: FMS
 TELEPHONE NO.


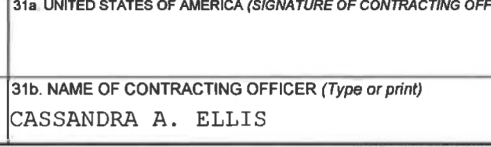
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 95-3132674 DUNS Number: 082698390 NATIONAL CENTER ON LAW AND ELDER RIGHTS Authorities of Government Personnel: Contracting Officer: For any questions regarding this contract please contact the Contract Specialist, David Morgan at 301.492.4655 or David.Morgan@psc.hhs.gov. Contracting Officer's Representative: The technical POC for this order is Omar Valverde, Omar.Valverde@acl.hhs.gov or (202) 795-7460 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$1,050,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 30b. NAME AND TITLE OF SIGNER (Type or print): KEVIN PRUVOST, EXECUTIVE DIRECTOR
 30c. DATE SIGNED: 9/2/16
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): 
 31b. NAME OF CONTRACTING OFFICER (Type or print): CASSANDRA A. ELLIS
 31c. DATE SIGNED:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTIT Y	22. UNI T	23. UNIT PRICE	24. AMOUNT
1000	Payment questions shall be referred to the finance Period of Performance: 09/02/2016 to 09/01/2017 National Center on Law and Elder Rights (NCLER) - Base Year Obligated Amount: \$1,050,000.00 Requisition No: ACL173832, ACL180874 Delivery: 05/07/2016 Delivery Location Code: AOA Administration on Aging Administration on Aging One Massachusetts Ave. Suite 4100 Washington DC 20201 US Amount: \$631,944.00 Accounting Info: 2016.2994302.25102 Appr. Yr.: 2016 CAN: 2994302 Ob Funded: \$631,944.00 Delivery: 09/02/2016 Delivery Location Code: AOA AOA Administration on Aging One Massachusetts Ave. Suite 4100 Washington DC 20201 US Continued ...	c	offi e a	t 301-443-0. 302	1,050,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
e. 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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<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			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

32

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HHSP233201650076A	3	55

NAME OF OFFEROR OR CONTRACTOR

JUSTICE IN AGING 1494822

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANT ITY (C)	U N I T (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$365,217.00 Accounting Info: 2016.2994301.25102 Appr. Yr.: 2016 CAN: 2994301 0 Funded: \$365,217.00 Delivery: 09/02/2016 Delivery Location Code: AOA AOA Administration on Aging One Massachusetts Ave. Suite 4100 Washington DC 20201 US Amount: \$25,665.00 Accounting Info:			25102	

HHSP233201650076A
National Center on Law and Elder Rights (NCLER)

0	2016.2994302.25102 Appr. Yr.: 2016 CAN: 2994302 Funded: \$25,665.00 Delivery: 09/02/2016 Delivery Location Code: AOA AOA Administration on Aging One Massachusetts Ave. Suite 4100 Washington DC 20201 US Amount: \$27,174.00 Accounting Info:	bject C	l a s	s: 25102	
0	2016.2994301.25102 Appr. Yr.: 2016 CAN: 2994301 Funded: \$27,174.00	bject C	l a s	s: 25102	
2000	- National Center on Law and Elder Rights (NCLER) Option Year 1 Amount: \$1,047,588.16(Option Line Item)				00 0.
3000	- National Center on Law and Elder Rights (NCLER) Option Year 2 Amount: \$1,074,076.29(Option Line Item)				00 0.
4000	- National Center on Law and Elder Rights (NCLER) Option Year 3 Amount: \$1,101,335.02(Option Line Item)				00 0.
5000	- National Center on Law and Elder Rights (NCLER) Option Year 4 Amount: \$1,129,352.62(Option Line Item)				00 0.

1 SECTION 1 - SERVICES AND PRICES

1.1 BRIEF DESCRIPTION OF SERVICES

The purpose of this contract is to implement a national legal assistance support system for aging/disability and legal service networks funded under the OAA. The NCLER will empower professionals and advocates in aging/disability, legal, and elder rights networks with the tools and resources necessary to provide older clients and consumers with high quality legal assistance in areas of critical importance to their independence, health, and financial security.

1.2 TYPE OF ORDER

In consideration of complete and timely delivery of the supplies described in Section 2, the Contractor shall be compensated on a **Time and Materials** basis.

1.3 SEVERABILITY OF SERVICES

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

1.4 CEILING PRICE

The hours and total price per labor category are for budgeting purposes only. The number of hours actually used for each category may exceed or be less than the estimate by category as long as the ceiling price for the CLIN is not exceeded. The ceiling for each CLIN is identified in Section 1.5. The Government shall not be obligated to pay any amount in excess of this ceiling price nor is the Contractor obligated to continue performance if to do so would exceed this ceiling price. In the event that the Government chooses to exercise optional CLINS, unused funds from a previous CLIN may not be used to fund any services taking place in a subsequent CLIN. The ceiling price may be modified by the Government if it is determined that the estimated hours or estimated materials are insufficient for the work required.

1.5 CONSIDERATION AND PAYMENT (T&M)

In consideration of satisfactory performance of the work as described throughout this contract/order, the Contractor shall be paid in accordance with the fixed loaded hourly rates as shown herein for the specified categories of labor based on the number of actual hours incurred in the performance of the work specified. Fully loaded rates shall be all inclusive of direct labor, fringe benefits, applicable indirect costs, and any profit for each labor category. Additionally, the contractor shall be paid for materials and travel directly chargeable to this contract/order. If the options are exercised, subsequent year funding will be obligated by modification. The base period and option periods are priced as follows:

CLIN 1000: Base Year (September 2, 2016 - September 1, 2017)

Labor Category	Number of Hours	Loaded Hourly Rate	Estimated Total
Directing Attorney	789	\$103.57	\$81,716.73
NCLER Project Manager	1820	\$77.76	\$141,523.20
In-House Project Attorney Team	2950	\$99.26	\$292,817.00
Communications Staff	3180	\$57.15	\$181,721.91
Administrative Staff	611	\$46.05	\$28,136.55
Materials (item description)	Quantity	Rate	Total \$
Printed Materials	2705		\$4,706.00
Conference Calls	157	\$16.99	\$2,667.00
Webinar Fees	12	\$650.00	\$7,800.00
NCLER Video Production	1	\$5,000.00	\$5,000.00
NCLER Web-site Design			\$5,000.00
Uniform Guidance Single Audit Fees	1	\$5,000.00	\$5,000.00
Subcontractor Costs			\$268,111.61
Travel			\$25,800.00
CLIN Ceiling (Not to Exceed)			\$1,050,000.00

CLIN 2000: Option Year 1 (September 2, 2017 - September 1, 2018)

Labor Category	Number of Hours	Loaded Hourly Rate	Estimated Total
Directing Attorney	785	\$106.16	\$83,335.00
NCLER Project Manager	1820	\$80.87	\$147,183.40
In-House Project Attorney Team	2950	\$101.74	\$300,133.00
Communications Staff	2994	\$58.58	\$175,388.52
Administrative Staff	611	\$47.20	\$28,839.20
Materials (item description)	Quantity	Rate	Total \$
Conference Calls	114	\$15.77	\$1,797.60
Webinar Fees	12	\$650.00	\$7,800.00
Uniform Guidance Single Audit Fees	1	\$5,000.00	\$5,000.00
Subcontractor Costs			\$273,910.84
Travel			\$24,200.00
CLIN Ceiling (Not to Exceed)			\$1,047,588.16

CLIN 3000: Option Year 2 (September 2, 2018 - September 1, 2019)

Labor Category	Number of Hours	Loaded Hourly Rate	Estimated Total
Directing Attorney	785	\$108.81	\$85,415.85
NCLER Project Manager	1820	\$84.10	\$153,062.00
In-House Project Attorney Team	2950	\$104.28	\$307,626.00
Communications Staff	2994	\$60.04	\$179,759.76
Administrative Staff	611	\$48.38	\$29,560.18
Materials (item description)	Quantity	Rate	Total \$
Conference Calls	114	\$15.77	\$1,797.60
Webinar Fees	12	\$650.00	\$7,800.00
Uniform Guidance Single Audit Fees	1	\$5,000.00	\$5,000.00
Subcontractor Costs			\$279,854.90
Travel			\$24,200.00
CLIN Ceiling (Not to Exceed)			\$1,074,076.29

CLIN 4000: Option Year 3 (September 2, 2019 - September 1, 2020)

Labor Category	Number of Hours	Loaded Hourly Rate	Estimated Total
Directing Attorney	785	\$111.53	\$87,551.05
NCLER Project Manager	1820	\$87.46	\$159,177.20
In-House Project Attorney Team	2950	\$106.89	\$315,325.50
Communications Staff	2994	\$61.54	\$184,250.76
Administrative Staff	611	\$49.59	\$30,299.49
Materials (item description)	Quantity	Rate	Total \$
Conference Calls	114	\$15.77	\$1,797.60
Webinar Fees	12	\$650.00	\$7,800.00
Uniform Guidance Single Audit Fees	1	\$5,000.00	\$5,000.00
Subcontractor Costs			\$285,933.42
Travel			\$24,200.00
CLIN Ceiling (Not to Exceed)			\$1,101,335.02

CLIN 5000: Option Year 4 (September 2, 2020 - September 1, 2021)

Labor Category	Number of Hours	Loaded Hourly Rate	Estimated Total
Directing Attorney	785	\$114.32	\$89,741.20
NCLER Project Manager	1820	\$90.96	\$165,547.20
In-House Project Attorney Team	2950	\$109.56	\$323,202.00
Communications Staff	2994	\$63.08	\$188,861.52
Administrative Staff	611	\$50.83	\$31,057.13
Materials (item description)	Quantity	Rate	Total \$
Conference Calls	114	\$15.77	\$1,797.60
Webinar Fees	12	\$650.00	\$7,800.00
Uniform Guidance Single Audit Fees	1	\$5,000.00	\$5,000.00
Subcontractor Costs			\$292,145.97
Travel			\$24,200.00
CLIN Ceiling (Not to Exceed)			\$1,129,352.62

2 SECTION 2 - DESCRIPTION/SPECIFICATIONS

2.1 INTRODCUTION

ACL legal assistance and elder rights programs funded under the OAA have a long history of empowering older adults to remain independent, healthy, and financially secure within their homes and communities. Legal programs are a priority service under the OAA and are essential in assisting older adults address a wide range of challenges involving income security, housing, health care, consumer protection, guardianship, elder abuse/neglect, and financial exploitation. Legal assistance and elder rights programs also work in close conjunction with other core ACL programs and services designed to maximize the independence of older adults in home and community based settings. Therefore, comprehensive national legal resource support directed to aging/disability, legal, and elder rights professionals and advocates is imperative in an increasingly challenging environment of high demand and diminishing supply of legal services.

Programs funded under Title IV, Section 420(a) (1), are intended to create a national legal assistance support system for aging and legal service networks funded under the Older Americans Act (OAA). This function is currently served by the National Legal Resource Center (NLRC) under cooperative agreements involving multiple partner organizations. Under a new contractual structure to be implemented in 2016,, the *National Center on Law and Elder Rights (NCLER)* will empower professionals in aging/disability and legal networks with the tools and resources necessary to provide older clients and consumers with high quality legal assistance in areas of critical importance to their independence, health, and financial security.

As a streamlined and accessible point of entry, the NCLER will support the leadership, knowledge, and systems capacity of legal and aging provider organizations in order to enhance the quality, cost effectiveness, and accessibility of legal assistance and elder rights protections available to older persons with social or economic needs. The audience in need of comprehensive resource support through the NCLER includes a broad range of legal, elder rights, and aging/disability services professionals, advocates, and organizations. These include legal assistance providers, Legal Assistance Developers (LADs), LTC Ombudsmen, Adult Protective Services, State Units on Aging (SUAs), Area Agencies on Aging (AAAs) and Aging and Disability Resource Centers (ADRCs), Senior Legal Helplines (SLHs), and others involved in protecting the essential legal rights of older persons.

The NCLER will provide much needed resource support to aging/disability, legal, and elder rights networks through a strategic combination of Case Consultation, Legal Training, and Technical Assistance on a broad range of priority legal issues and systems development issues. Types of pervasive legal issues to be addressed by the NCLER include preventing the tragic loss of a senior's home through foreclosure, protecting against consumer scams and debt collection harassment, addressing elder abuse in the community and in long-term care facilities, and difficulties in accessing public benefits essential to financial security, independence, and health. The NCLER will also provide Technical Assistance on the efficient, cost effective, and targeted provision of state-wide legal and elder rights advocacy services.

The NCLER will also continue to align the focus of the national legal assistance support system with current nationwide initiatives designed to create and maintain high quality, and high impact legal service delivery systems that target scarce resource with precision to older adults facing priority legal challenges. Grants under Title IV, Section 420(a)(2) of the OAA are intended to support demonstration projects to expand or improve the delivery of legal assistance to older individuals with social or economic needs. To help fulfill this statutory requirement, NCLER will provide direct and essential resource support to the Model Approaches to Statewide Legal Assistance Systems (Model Approaches) demonstration grants.

2.2 BACKGROUND

2.2.1 The Department of Health and Human Services Administration for Community Living - Strategic Priorities

The mission of the Administration for Community Living (ACL) is to develop a comprehensive, coordinated and cost-effective system of long-term care that helps older individuals and individuals with intellectual/developmental disabilities to maintain their dignity in their homes and communities. Older Americans Act (OAA) programs administered through ACL provide comprehensive services to help older adults stay in their community, including legal assistance that is essential to making community living possible.

The Administration on Aging (AoA) is working closely with other Department of Health and Human Service (DHHS) Agencies, especially with the Centers for Medicare & Medicaid Services (CMS), to rebalance U.S. long-term care services away from institutionalization toward home and community-based services. Thus, the strategic priorities of ACL/AoA are to empower older people and their families to make informed decisions about health and long-term care options; enable seniors to remain in their own homes through the provision of home and communitybased services; empower older people to stay active and healthy through OAA services; and ensure the legal rights of older people and preventing their abuse, neglect and exploitation. Central to these priorities is the pursuit of consistent and effective approaches to supporting older adults in their own homes and communities, including streamlined access to quality legal assistance to ensure legal rights and benefits are protected within integrated systems of longterm care.

2.2.2 ACL and Legal Assistance Programs

It is well established that ACL/AoA legal assistance programs funded under the OAA have a long history of empowering older adults to remain independent, healthy, and financially secure within their homes and communities. Legal programs are a priority service under the OAA and are central to assisting older adults address a wide range of challenges involving income security, housing, health care, consumer protection, guardianship, elder abuse/neglect, and financial exploitation. Legal assistance and elder rights programs work in close conjunction with other core ACL programs and services (e.g. in-home (e.g. in-home services, family caregiver support, nutrition, transportation, etc.) designed to maximize the independence of older adults in home and community based settings. They are also instrumental in serving diverse target populations through the programmatic intersections between Title III, Title VI and Title VII of the OAA.

Aging/Disability, legal, and elder rights networks have long faced the reality that the demand for legal assistance on priority issues impacting older adults exceeds the existing supply of available legal services. Difficult economic circumstances have dramatically intensified the scope and complexity of legal problems faced by older consumers and the legal providers who serve them. Research conducted by the ABA's Commission on Law and Aging in 2010 estimated that the current available legal assistance to low-income older adults meets less than one-quarter of the estimated need for legal service on priority legal issues. In addition, a study conducted by LSC in 2009 showed that for every client served by an LSC-funded program, one person who seeks help is turned down because of insufficient resources.

Future aging demographics will only drive the demand for legal services higher and strain limited resources even further. The older population age 65+ will be increasing rapidly from 40 million in 2010 to 55 million in 2020. Minority populations will also increase from 8.1 million in 2010 to 13.1 million in 2020. Significantly, the 85+ population is projected to increase from 5.5 million in 2010 to 6.6 million in 2020, creating a greater need to assist older adults experiencing dementia, Alzheimer's disease, and other conditions leading to diminished capacity. Hence, these projections show that demographic pressures will intensify the need for legal assistance on priority issues impacting older persons within key OAA designated target populations

The following are major OAA legal programs that help ensure the independence, health, and financial security of older adults:

- **Title VII - Legal Assistance Developers**

[Title VII of the OAA](#) requires each state to appoint a Legal Assistance Developer (LAD). Similar to a state Long-term Care Ombudsman, the LAD is responsible for developing and coordinating a state's legal services and elder rights programs. The LAD's role is becoming even more crucial as states continue to move toward integrated legal and aging/disability service delivery models that strive to create a seamless interface among provider networks in responding to legal issues impacting older persons.

Under Section 331 of the OAA, the LAD is directly involved in the promotion and enhancement of:

- o State leadership in securing and maintaining the legal rights of older individuals
- o State capacity for coordinating the provision of legal assistance
- o State capacity to provide technical assistance, training and other supportive functions to area agencies on aging, legal assistance providers, ombudsmen, and other persons, as appropriate
- o State capacity to promote financial management services for older individuals at risk of conservatorship
- o State capacity to assist older individuals in understanding their rights, exercising choices, benefiting from services and opportunities authorized by law, and maintaining the rights of older individuals at risk of guardianship
- o State capacity to improve the quality and quantity of legal services provided to older individuals

Title VII, Section 705(a), calls on states to develop plans that contain elder rights provisions to ensure that older persons have access to, and assistance in, securing and maintaining their benefits and legal rights. The LAD plays a central role in designing and implementing the elder rights provisions of state plans. More broadly, LADs are also often involved in activities that promote the creation of comprehensive, cost effective, and well integrated legal service delivery systems that enhance access to those elders in the most social and economic need, and are optimally responsive to legal issues that emerge from elder abuse, neglect and financial exploitation.

- **Title III-B - Legal Providers**

Legal assistance provided under [Title III-B](#) is part of the essential core of ACL's legal assistance and elder rights programs. The Title III-B legal services network provides important assistance for older persons in accessing long-term care options and other community-based services. Legal services under Title III-B also protect older persons against direct challenges to their independence, choice, and financial security. These legal services are specifically targeted to "older individuals with economic or social needs".

There are approximately 900 OAA-funded legal services providers nationwide, which provide nearly one million hours of legal assistance per year. Areas of legal assistance provided by the Title III-B funded legal services network may include:

- o Legal assistance for older persons to access and protect public benefits (including

- - o SS/SSI/SSDI, Medicaid and Medicare, veterans benefits and unemployment compensation)
 - o Legal assistance for older persons to draft advance directives and designate surrogate decision makers who will effectuate their wishes if they become incapacitated
 - o Legal assistance on issues related to guardianship with a focus on representation for older persons who are the subject of guardianship actions
 - o Legal assistance for older persons to access available housing options, including low income housing programs that allow them to stay independent in their homes and communities
 - o Legal assistance for older persons facing foreclosure or eviction proceedings that jeopardize their ability to stay independent in their homes and communities
 - o Legal assistance to ensure elder rights protections for older persons transferring from longterm care (LTC) facilities to home and community-based care
 - o Legal assistance for older persons who have experienced elder abuse, including consumer fraud and the financial exploitation of older persons

- ***Title IV - Model Approaches Demonstrations***

The *Model Approaches to Statewide Legal Assistance Systems* (Model Approaches) demonstration grants under Section 420 (a) (2) address the nationwide challenge of coordinating what are often fragmented and inconsistent legal service delivery systems that fail to provide access to quality services for older adults who are most in need. Legal assistance provided through well-integrated and cost-effective service delivery systems directly impacts the ability of seniors to remain independent, healthy, and financially secure in their homes and communities. State LADs leading Model Approaches projects have demonstrated effective leadership in creating effective aging/disability and elder rights network partnerships and incorporating the use of Senior Legal Helplines (SLHs) and other low-cost mechanisms within statewide legal service delivery systems. Key project partners and service delivery components continue to include Title III-B legal services providers, private bar pro-bono attorneys, law school clinics, and self-help sites. By promoting the seamless integration of these vital legal service delivery components, Model Approaches enables seniors most in need to access quality legal services in priority legal issue areas involving income security, healthcare financing, consumer fraud, housing and foreclosure prevention, and elder abuse.

In FY 2013, ACL awarded seven (7) new Model Approaches Phase II grants focused on enhancing legal responses to complex issues that emerge from elder abuse, neglect, and financial exploitation. In addition, these new projects are expanding outreach to older adults in the greatest social or economic need and implementing legal data collection/reporting systems that demonstrate the beneficial impact of legal services on the independence, health, and financial security of older adults. A new round of six Model Approaches Phase II grants will be awarded in August, 2016.

- ***Title IV - Senior Legal Helplines***

Senior Legal Helplines (SLHs) as essential low cost components of high quality and high impact legal service delivery systems. SLHs provide legal advice and/or brief service to older adults presenting various legal challenges. In 2012, SLHs within Model Approaches projects assisted 43,337 older consumers in social or economic need on a wide range of priority legal issues related to public benefits, health care, housing, advance planning, and consumer protection. The

- SLHs provided legal advice, and additional legal services (as appropriate) at the average cost of only \$76.70 per case. Through effective targeting and outreach efforts, SLHs were successful in reaching low income populations with 69% of older clients falling below 150% of the federal poverty guidelines. In addition, minority clients receiving assistance through the SLHs in 2012 constituted 30% of all clients served. These figures illustrate the effectiveness of SLH in reaching key target populations under the OAA with much needed “priority” legal assistance.

- **Title IV - The National Legal Resource Center (NLRC)**

The National Legal Resource Center (NLRC) is committed to providing a national legal assistance support system to aging advocacy networks. The NLRC’s supports aging and legal organizations in their efforts to ensure effective, accessible, and quality legal assistance for older persons in the most social or economic need. Comprehensive resource support is available through the NLRC to SUAs, LADs, LTC Ombudsmen, AAA /ADRC staff, Title III-B legal providers, LSC providers, SLH, and other professionals who protect the rights of the elderly and people with disabilities. NLRC provides resource support on “high impact” legal issues such as advance directives, elder abuse, consumer protection, financial security, guardianship, healthcare, housing, and long term care financing. The NLRC unites the experience of five national organizations: the ABA Commission on Law and Aging, Center for Elder Rights Advocacy, the National Consumer Law Center, Justice in Aging, and The Center for Social Gerontology.

2.2.3 Title IV - Section 420 (a) (1) - National Legal Assistance Support

Technical History: Programs funded under Title IV, Section 420(a)(1), are intended to create a national legal assistance support system of activities to assist States and area agencies on aging in providing, developing, or supporting legal assistance for older individuals, including—

- case consultations;
- training;
- provision of substantive legal advice and assistance; and
- assistance in the design, implementation, and administration of legal assistance delivery systems to local providers of legal assistance for older individuals

The function of national legal assistance support system was previously served by the NLRC under cooperative agreements involving multiple partner organizations. Through interlocking work plans and the leveraging of organizational resources, NLRC partner organizations were able to provide national resource support on a wide range of substantive legal issues and legal service delivery development. NCLER represents the final stage of evolution of this pre-existing national legal assistance support system.

Contractual History: This award will represent the first time ACL/AoA will use a contract vehicle to provide national legal assistance support system pursuant to Section 420(a)(1). It is anticipated that legal resource support programs administered through a single contractor will provide numerous advantages over previous grant structures, including greater streamlined accessibility through a single point of entry, enhanced marketing and outreach ability, uniform assessment of national/state needs for legal training, case consultation, and technical assistance, and improved tracking of program outcomes.

2.3 STRATEGIC PLAN

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NCLER will engage in the delivery of high impact legal resource support designed to help advance the enumerated Goals of ACL's strategic plan, including:

Goal 1: Advocacy to protect the interests of elders and persons with disabilities

Goal 2: Work to protect and enhance rights and prevent abuse

Goal 3: Efforts to promote individual self-determination & control of independence and well-being

Goal 4: Enable access to high quality Long-Term Services and Supports (LTSS)

2.4 NCLER FUNCTIONS

The national legal assistance support system provided by NCLER will serve the following functions:

- Provide a centralized point of entry into a national legal assistance support system that will provide high quality legal training on complex legal issues;
- Provide a centralized point of entry into a national legal assistance support system that will provide high quality legal case consultation and expert advice on complex legal issues;
- Support the leadership, knowledge, and delivery systems capacity of states, legal services providers, AAAs, ADRCs, elder abuse prevention personnel, in order to enhance the quality, cost effectiveness, and accessibility of legal assistance and elder rights programs provided to older persons in the most social or economic need;
- Support statewide legal assistance development programs under Title VII of the OAA;
- Support demonstration projects designed to expand or improve the delivery of legal assistance and elder rights protections to older persons with social or economic needs;
- Promote and support legal service delivery systems that are able to identify, prevent, and respond to legal issues that emerge from elder abuse; and
- Promote and support the development of data collection systems and outcome measures for legal and elder rights programs.

2.5 SCOPE OF WORK

Objective 1: Project Planning, Coordination, and Communication

The Contractor will provide in-house legal expertise on multiple legal issues designated as priorities by the OAA and ACL/AoA, and manage partnerships with multiple organizations, as necessary – some through formal subcontracts, if needed, and others through informal collaboration – and will ensure that NCLER has the requisite substantive legal and delivery systems expertise to provide unified and comprehensive resource support through a strategic combination of Case Consultation, Legal Training, and Technical Assistance on a broad range of priority legal issues and systems development issues.

The success of NCLER will require effective planning, coordination, and ongoing project management. In order to ensure that NCLER is successfully progressing in meeting the resource support needs of its target audience, the Contractor will develop key project management materials and maintain regular contact with the (Contracting Officer Representative) COR including monthly status meetings; submitting bi-monthly progress reports, and making necessary adjustments to the *Project Work Plan* on an “as needed” basis in consultation with the COR.

Task 1.1 Project Kickoff Meeting

Within 10 business days of the contract award, the Contractor shall conduct a kickoff meeting with ACL. The meeting shall initiate the communication process between all parties and may be held at ACL's

- offices in Washington DC or may be conducted by conference call upon mutual agreement by both parties. The Kick-off Meeting is the first meeting with the project team members to discuss the project and the work that will be completed. This meeting introduces the members of the project team and provides the opportunity to discuss the role of each team member in the project work. Discussion topics may include, but are not limited to the following:

- Review of project purpose, objectives, and expected outcomes
- A discussion of evaluation design and instruments
- Development of the project work plan to guide the overall direction of the project
- A discussion of the format and timetable for deliverables
- A review of the Contractor's project governance strategies and processes
- A review of the Contractor's intended communications and branding campaign
- A review of the Contractor's sub-contractors and role in NCLER
- Any other questions or issues identified by the Contractor

Task 1.2 Final Project Work Plan

The Contractor shall manage the work to be accomplished under this contract through a *Final Project Work Plan* that is a formal written deliverable, due within 15 business days of the *Project Kickoff Meeting*. The *Final Project Work Plan* should be a refinement of the work plan presented in the Contractor's Technical Proposal that addresses any initial comments or questions arising from ACL's initial review of the technical proposal, feedback from the initial kick-off meeting described in Task 1.1, and ACL/AoA review of subsequent drafts of the *Project Work Plan*. In preparing this contract deliverable, the contractor shall build in an adequate time for receiving and incorporating comments from the COR. The Work Plan shall clearly delineate the Contractor's plan for maintaining regular contacts with the COR, plans for documenting key project decisions, approach toward ensuring adequate ACL/AoA feedback on key project deliverables, a description of key project milestones, due dates, and personnel assignments.

Task 1.3 External Stakeholder Input

On a bi-annual basis, the Contractor shall conduct outreach to key stakeholders within aging/disability, legal, and elder rights networks (e.g. State Units on Aging, AAAs, local service providers, relevant associations and elder rights advocacy organizations) to seek stakeholder feedback on NCLER design, priority legal issue focus, program accessibility, suitability to target audience needs, and outcomes/impact of resource support provided. The Contractor shall compile the information in a *Summary Stakeholder Input Document (SSIP)* which will be subject to review by the ACL/AoA Contracting Officer's Representative (COR) on an annual basis, and shall be used to inform and make revisions to the provision of legal resource support, as necessary, and in consultation with ACL/AoA COR. ACL/AoA considers the *SSIP* to be an informal deliverable that will be provided to ACL/AoA on an annual basis throughout the course of the contract.

Task 1.4 Continue Project Management Activities

The Contractor shall continue performing the project management activities articulated in the *Final Project Work Plan* delivered to ACL/AoA in Task 1.1 and maintain regular contact with the ACL/AoA COR. This shall include at least monthly project status reports and monthly project status conference calls. These calls will be scheduled for a mutually agreeable time. The Contractor is responsible for preparing a brief agenda to be distributed at least one business day prior to the ACL/AoA COR. Under this task the Contractor is also responsible for making any necessary revisions to the *Project Work Plan* on an as needed basis in consultation with the ACL/AoA COR. ACL/AoA considers this to be an informal deliverable that will be provided to ACL/AoA on an ongoing basis throughout the course of the contract.

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Objective 2: NCLER Promotion, Public Awareness, and Resource Support Requests

The Contractor shall implement a comprehensive strategic communications and public awareness campaign to expand national awareness of the legal resource support available through NCLER. The Contractor shall also develop and promote a distinct organizational identity for the NCLER that is easily recognizable by and accessible to target audiences in aging/disability, legal, and elder rights networks. The strategic communications and NCLER branding campaign will be listed as an ongoing activity in the *Final Project Work Plan*.

Task 2.1 Promotional Materials

Legal Training, Case Consultation, and Technical Assistance in systems development represent interrelated means to achieving high impact/high quality legal service delivery systems. Hence, the Contractor shall proactively market and present a unified package of resource support to help states achieve substantive and enduring systems enhancement and change. Professional and advocates seeking resource support assistance through NCLER shall be able to request assistance through one organizational phone number and a NCLER website portal.

The Contractor shall develop a logo, tagline, and promotional materials for NCLER. Trainings, written materials, electronic alerts, a professional listserv, aging and legal network resource needs assessments and all other products created under the *Project Work Plan* will be identified to the public as NCLER products even if they are created by NCLER subcontractors. The Contractor shall also develop one or more videos to launch NCLER and introduce target audiences in aging/disability, legal, and elder rights networks to available resource support in Legal Training, Case Consultation and Technical Assistance in systems development. The promotional materials are considered formal deliverables and shall be completed within 120 days of the contract award and will be subject to review and approval by ACL/AoA COR.

Task 2.2 Assessments of Resource Support Needs

The contractor shall assess annually legal and aging/disability networks to learn about priority resource support needs in the areas of Legal Training, Case Consultation, and Technical Assistance in legal service development. The primary contact point for determining resource support needs of legal, aging/disability, and elder rights networks will be LADs across the country with comprehensive statewide knowledge of provider networks and the challenges they face. Plans to conduct outreach to LADs across the country on state legal resource support needs will be implemented with 120 days of the contract award.

Task 2.3 Unified Resource Support Request Tool

To enhance the targeting and impact of legal resource support, the Contractor shall develop a *Uniform Resource Support Request Tool (URSRT)* for soliciting and accepting aging/legal network requests for Legal Training, Case Consultation, and Technical Assistance in systems development from aging/disability, legal and elder rights networks.

At a minimum, the URSRT will require aging/disability/legal providers requesting resource support from NCLER to: (1) set forth the specific state/local needs to be addressed through each dimension of resource support; (2) clearly define the goal for requesting NCLER resource support and the results anticipated on a regional or statewide level; (3) describe how the resource support would contribute to enhancing the overall service capacity and effectiveness of the identified legal service delivery system; and (4) describe the relationship of resource support to advancing Elder Rights provisions of State Plans and/or Area Plans. The URSRT will be targeted to LADs in states currently undertaking Model

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Approaches Phase I and II demonstration projects, and other states (and previous Model Approaches grantees) as contract and organizational resources may allow.

URSRT shall be formal written deliverable and implemented with 120 days of the contract award and subject to review and approval by ACL/AoA COR.

Task 2.4 NCLER Website

In addition to other modes of distribution/dissemination, the Contractor shall make legal support resources available to target audiences through the NCLER website. The Contractor shall be responsible for ensuring that new materials on relevant legal subject matter areas are posted on the NCLER website, on an ongoing basis, upon review and approval by ACL/AoA.

The informational materials and other resources on law, aging, and elder rights to be developed and/or disseminated through the NCLER website should include: research and findings on “cutting edge” issues of elder law; newsletters highlighting emerging priority issues; fact sheets; legal issue briefs; self-help manuals; training curriculums; educational and promotional outreach materials; results of demonstration projects impacting aging and legal service delivery systems; and models of innovation in legal and aging service delivery.

The Contractor shall generate the content of fact sheets, issue briefs, self-help manuals, and educational and outreach materials that would be most useful and reflect legal priorities. The Contractor shall also identify appropriated target audiences of aging/disability and legal service providers and determine how new information needs will be identified. The Contractor shall also ensure that all forms of resource support, including Legal Training, Case Consultation, and Technical Assistance on legal systems development, can be requested and obtained through the NCLER website and that formal written protocols are in place for the rapid attention and response to all resource support requests.

Task 2.5 NCLER Listserv

In addition to the NCLER website, the Contractor shall develop a dedicated professional Listserv for legal services lawyers and aging/disability advocates interested in discussing legal issues impacting older adults. The Contractor shall moderate and manage the listserv and develop a series of electronic alerts that members of the aging, legal, and elder rights networks may request to receive. The alerts shall provide announcements of upcoming trainings, updates on emerging legal issues, links to NCLER issues briefs, new emerging models in legal service delivery innovation, and other sources of upcoming resource support. The Contractor shall also develop and run social media accounts that will disseminate NCLER products, raise awareness of NCLER activities and connect with existing and potential new partners.

Objective 3: Legal Training

An essential function of a national legal assistance support system is to enhance the ability of professionals and advocates from aging/disability, legal, elder rights networks to gain access to quality legal training on legal and elder rights issues impacting older adults. NCLER shall provide substantive legal training on a wide range of priority legal issues enumerated in the OAA and shall target legal training resources with precision to professionals and advocates providing services to older adults in the most social or economic need.

Task 3.1 National legal Training Curriculum

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The Contractor shall develop a comprehensive *National Legal Training Curriculum (NLTC)* that is a formal written deliverable subject to review and approval by ACL/AoA COR, within the first 90 days of the contract award. The NLTC will include a wide range of training and educational opportunities available to professionals and advocates in law and aging and may be tailored for use by specific states and audiences of varying levels of experience and expertise. The NLTC should include the anticipated legal topics and number of annual training sessions; the audiences targeted to receive training; methods to measure the quality, usefulness, and outcomes of the training events; and a commitment to disseminate legal resource materials for the professionals and advocates in law and aging who attend the training events. The Legal Training shall be delivered through a combination of high impact onsite visits and web based educational opportunities that are made widely available and easily accessible to designated target audiences across legal, aging, and elder rights networks.

The NLTC shall include, but not be limited to, the following priority legal topics and sub-topics:

☐ **Advance Planning**

Person-centered advance care planning and high quality palliative (and end-of-life) care that honors the decisions and values of older individuals experiencing cognitive impairment.

- Using person centered advance planning to avoid the need for guardianship and facilitate supported decision-making arrangements and legal transactions involving third parties.
- Transforming advance directives, such as durable powers of attorney, into instruments that facilitate person-centered supported decision-making and contain safe guards and oversight mechanisms that mitigate potential abuse.
- Other

☐ **Elder Abuse Prevention and Interventions**

- Defense of alleged incapacitated persons in guardianship proceedings.
- Removal and replacement of abusive or unnecessary guardians.
- Full restoration of rights of persons previously under guardianship.
- Drafting advance directives and designating supportive decision makers that eliminate the need for guardianship appointments.
- Identifying, preventing, and remedying financial exploitation perpetrated by fiduciaries.
- Role of diminished capacity and undue influence in cases of financial exploitation.
- Representation in cases involving financial exploitation, including taking action to recover lost assets and preventing further loss of assets.
- Legal issues emerging from elder abuse, neglect, and exploitation in all care settings.
- Other

☐ **Guardianship Reform**

- Guardianship monitoring programs that enhance the oversight capacity of state courts.
- Partnerships between state courts, aging/disability and APS networks that enhance legal and social service responses to elder abuse, neglect, and exploitation occurring under guardianship/conservatorship.
- Elder Mediation to resolve family disputes, and facilitate supportive decision-making solutions that eliminate the need for guardianship.

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- Legal reform in guardianship through the adoption of model statutes and incorporation of supported decision-making into the Uniform Guardianship and Protective Proceedings Act (UGPPA).
- Partnerships between state courts and SSA Representative Payee programs in order to effectively respond to financial abuses perpetrated by fiduciaries.
- Other

□ Health and Financing for LTSS

- Legal issues emerging from long-term care provided in institutional and home and community based settings impacting the ability of older individuals to remain independent, healthy, and financially secure.
- Addressing complex legal issues arising from unlawful resident discharges from institutional settings.
- Care transitions and ensuring elder rights protections for older persons transferring from long-term care (LTC) facilities to home and community-based care.
- Person centered planning and the application of HCBS Medicaid rules.
- LTC Ombudsman and involvement in responses to elder abuse and facilitating supported decision making.
- Legal issues related to the financing of healthcare and LTSS through a wide range of funding sources.
- Elder rights protections within dual eligible demonstrations.
Resolving complex issues in Medicaid/Medicare eligibility and appeals.
- Older Americans Act re-authorization.
- Legal issues arising from Affordable Care Act implementation
- Other.

□ Income Security

- Legal issues related to income maintenance and security impacting the ability of older adults to stay independent in their homes and communities for as long as possible.
- Legal issues related to Social Security SSI, SSDI including eligibility determinations and the appeal of benefits denials, suspensions, or terminations.
- Legal issues related to VA benefits including eligibility determinations and the appeal of benefits denials, suspensions, or terminations.
- Legislative reforms to Social Security system.
- Role of the SSA Representative Payee program in protecting the financial security off older adults.
- Spousal impoverishment protections that promote HCBS care.
- Other

□ Supported Decision Making

- Financial powers of attorney, healthcare powers of attorney, and representation agreements that facilitate decision-making autonomy and provide adequate safeguards against all forms of abuse
- Legal recognition of supported decision-making arrangements, instruments, and transactions by financial services providers, medical professionals, social services, and other third parties.
- Qualifications, standards, and screening for persons involved in supported decision-making.
- Supportive decision-making and appropriate legal instruments and approaches to person-centered planning, alternatives to guardianship, and defending against and advocating for the termination and/or modification of guardianship

- Practical tools and Instruments that help guide attorneys toward supported decision-making solutions
- Other

☐ **Consumer Protection**

- Legal issues related to health care fraud and its identification, prevention, and associated remedies.
- Legal issues related to mortgage related fraud and its identification, prevention, and associated remedies.
- Legal issues related to investment fraud and its identification, prevention, and associated remedies.
- Legal issues related to telemarketing/ mail fraud and its identification, prevention, and associated remedies.
- Legal issues related to internet fraud and its identification, prevention, and associated remedies.
- Legal issues related to Identity theft, and its identification, prevention, and associated remedies.
- Other

☐ **Housing Security and Accessibility**

- Legal remedies used in foreclosure or eviction proceedings to preserve independence and home ownership.
- Legal remedies to address predatory mortgage lending practices that jeopardize independence and home ownership.
- Legal remedies to address unfair debt collection practices and debt collection harassment that jeopardize independence and financial security
- Legal issues related to affordable housing and public housing discrimination.
- Other

Task 3.2 Legal Basic Training Curriculums (LBTC)

The Contractor shall develop a *Legal Basics Training Curriculum (LBTC)* that is a formal written deliverable subject to review and approval by the ACL/AoA COR, within the first 90 days of the contract award. The *LBTC* will include a wide range of training and educational opportunities for new legal services attorneys and non-lawyer aging/disability service professionals and advocates in need of a basic level of expertise on resolving priority legal issues. The *LBTC* will provide an overview of priority legal issues and instruct on how to identify and assist clients with legal problems that arise in various scenarios that threaten independence, health, and financial security. At least two (2) LBTC trainings shall be delivered each month and the LBTC shall be made available as an online resource for attendees to refer back to whenever more information is needed.

Task 3.3 Target Audiences for Legal Training

The contractor will target audiences to receive Legal Training through the NLTC and LBTC that shall include, but will not be limited to: LADs, Title III-B attorneys, LSC attorneys, SLH attorneys, pro bono attorneys, elder law and consumer law attorneys in the public and private sectors, law enforcement, members of the judiciary and state court personnel, aging/disability services staff of AAAs/ ADRCs, APS investigators, P&A attorneys, Social Security Representative Payee program staff, court appointed guardians/conservators, LTC Ombudsmen, employees of financial institutions, medical/legal partnerships, employees and volunteers of organizations providing legal and/or aging/disabilities services to older persons (including low income minorities and Native Americans), older consumers, and other professionals and advocates within organizations serving older persons and people with disabilities. The

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NLTC and LBTC shall specifically enumerate the target audiences and how the Legal Training will be made available to them on a national basis.

Task 3.4 Coordination with Legal Assistance Developers

LADs are central to the successful design, implementation, and sustainability of effective and efficient legal service delivery systems. Previous experience through Model Approaches demonstration projects indicate that successful statewide training efforts are dependent upon adequate program planning and leadership support from the LAD. Therefore, the Contractor must coordinate and collaborate with LADs in the “state by state” provision of Legal Training. The NLTC and LBTC will be targeted to LADs through use of the URSRT developed under Objective 2, Task 2.3.

Task 3.5 Legal Training for Model Approaches Phase I and II

The Contractor will make the NLTC and LBTC available to state and local agencies and organizations involved in administering and/or implementing the Model Approaches demonstration projects and other initiatives designed to create integrated legal service delivery systems. The Contractor will collaborate with ACL resource centers and other federal, state, and local agencies/organizations serving older persons on legal training topics of common interest. The Contractor will also use the URSRT developed under Objective 2, Task 2.3 to present Model Approaches grantees Legal Training options under the NLTC and LBTC.

Task 3.6 Legal Training for Elder Justice AmeriCorps

The Contractor shall also explore Legal Training opportunities targeted to the grantees of Elder Justice AmeriCorps which is a 2-year program and partnership between Department of Justice (DOJ) and the Corporation for National and Community Service (CNCS) that will provide legal assistance and support services to victims of elder abuse, neglect, and exploitation, and promote pro bono capacity building in the field. The Contractor shall focus on offering training components of the LBTC and NLTC related to elder abuse prevention and other high impact legal issues to Elder Justice AmeriCorps grantees and volunteers.

Objective 4: Case Consultation

An essential function of a national legal assistance support system is to enhance the ability of professionals and advocates from aging/disability, legal, elder rights networks to gain access to quality Case Consultation on legal and elder rights issues impacting older adults. NCLER shall provide substantive Case Consultation on a wide range of priority legal issues enumerated in the OAA and shall target Case Consultation resources with precision to professionals and advocates providing services to older adults in the most social or economic need.

Task 4.1 Case Consultation Agenda

The Contractor shall develop a comprehensive *Case Consultation Agenda (CCA)* that is a formal written deliverable subject to review and approval by the ACL/AoA COR, within the first 90 days of the contract award. The CCA should include the anticipated legal topics and number of anticipated Case Consultations to be provided annually; clear detailed descriptions of Case Consultations activities; the audiences to receive Case Consultation; methods to promote the use of Case Consultation nationally; methods to measure the quality, usefulness, and outcomes of Case Consultation; and a commitment to disseminate materials for the professionals and advocates in law and aging who receive Case Consultation.

The Contractor shall conduct the following activities as part of providing Case Consultation to legal, aging/disability, and elder rights professionals and advocates:

- Provide brief consultations, such as responding to emails and telephone calls made directly from professionals and advocates with questions involving priority legal issues, and responding to queries on priority legal issues posted to Listservs by professionals and advocates.
- Provide extended service for professionals and advocates about a single high impact issue or case.
- Conduct legal research and analysis in response to queries from professionals and advocates confronting new emerging legal issues with a federal nexus.
- Provide sample legal documents as needed and requested.
- Conduct review of legal documents and offer advice on content and format.
- Provide strategic advice on individual cases and explore potential systemic litigation or other avenues of effective advocacy.

The Contractor shall ensure that appropriate systems are in place through which Case Consultation inquiries from aging/disability, legal, and elder rights networks will be tracked and timely responses will be ensured. The CCA will be revised annually, as appropriate, pursuant to stakeholder feedback on its accessibility, utility, and overall impact.

Task 4.2 Legal Categories of Case Consultation

The Contractor shall provide Case Consultation for aging/disability, legal, and elder rights, networks on issues related to:

- Elder Abuse Prevention, Advance Planning, and Supported Decision Making;
- Income Security and Maintenance;
- Financing of healthcare and long-term services and support (LTSS) in all care settings;
- Consumer Protection; and
- Housing Security and Accessibility

Sub-categories of legal issues listed under Objective 3, Task 3.1, may be referenced to identify more specific legal subject matter areas to be addressed through Case Consultation.

Task 4.3 Target Audiences for Case Consultation

The Contractor shall target audiences to receive legal Case Consultation that include: LADs, Title III-B attorneys, LSC attorneys, SLH attorneys, pro bono attorneys, elder law and consumer law attorneys in the public and private sectors, law enforcement, members of the judiciary and state court personnel, aging/disability services staff of AAAs/ ADRCs, APS investigators, P&A attorneys, Social Security Representative Payee program staff, court appointed guardians/conservators, LTC Ombudsmen, employees of financial institutions, medical/legal partnerships, employees and volunteers of organizations providing legal and/or aging/disabilities services to older persons (including low income minorities and Native Americans), older consumers, and other professionals and advocates within organizations serving older persons and people with disabilities.

Task 4.4 Coordination with Legal Assistance Developers

Previous experience through Model Approaches demonstration projects indicates that the successful provision of Case Consultation is dependent upon adequate program planning and leadership support from the LAD. Therefore, the Contractor must coordinate and collaborate with LADs “state by state” to determine the best way to make Case Consultation available to legal, aging/disability, and elder rights professionals and advocates.

Task 4.5 Interface of Case Consultation with Legal Training

Training on legal issues is most effective and impactful when paired with quality Case Consultation services. Even the most successful training cannot answer every question or prepare local service providers for all of the unique issues that arise when assisting individuals with legal issues. When local providers need more information or support while working on complex cases, they need to be able to contact legal experts for advice, research and other forms of assistance. Therefore, the Contractor shall make Case Consultation available to legal, aging/disability, and elder rights professionals and advocates in coordination with available Legal training. In addition to other promotional avenues, the URSRT developed under Objective 2; Task 2.3 shall serve to promote the availability of Case Consultation in connection with Legal Training.

Objective 5: Technical Assistance on Legal Services Development

The Contractor will provide service providers, professionals, and advocates from legal, aging/disability, and elder rights networks with Technical Assistance in the development of high quality/ high impact legal and aging service delivery systems. The Contractor shall provide Technical Assistance in the design, implementation, administration, and evaluation of legal assistance delivery and elder rights advocacy systems.

Task 5.1 Legal Services Development Curriculum

The Contractor shall develop a comprehensive *Legal Services Development Curriculum (LSDC)* that is a formal written deliverable subject to review and approval by the ACL/AoA COR, within the first 90 days of the contract. The LSDC will include a wide range of Technical Assistance available to professionals and advocates in law and aging involved in legal systems development and enhancement activities. The LSDC shall include the anticipated Technical Assistance subject matter areas; the number of states to receive Technical Assistance annually; the audiences targeted to receive Technical Assistance; methods to measure the quality, usefulness, and outcomes of the Technical Assistance; and a commitment to disseminate relevant materials for the professionals and advocates in law and aging who receive Technical Assistance on legal systems development.

The Contractor will provide ongoing Technical Assistance and network support in the following areas:

- State legal assistance development programs under Title VII, Chapter 4, including direct and tailored resource support to LADs across the country on all aspects of legal service delivery systems development.
- Development of comprehensive needs assessment tools designed to identify priority legal issues impacting target populations.
- Development of systems capacity assessment tools designed to identify the ability of existing legal systems to address priority legal issues impacting target populations.
- Integration of low-cost service delivery mechanisms, such as SLHs, pro bono services, law school clinics, and self-help sites with the broader Title III-B legal services network.
- Development of targeting and outreach strategies to direct legal services to populations that are the hardest to reach and most in need.
- Development of legal service delivery standards focusing on the quality, consistency, and efficiency of legal service delivery systems.
- Integration of legal assistance and elder rights protection programs for older adults into existing home and community based aging/disability service delivery systems.
- Issues related to guardianship over the elderly, including legal representation of alleged incapacitated persons, use of less restrictive alternatives, use of limited guardianship, oversight of court appointed guardians, guardianship mediation; implementation of supported decision-making models; and data collection on guardianship issues.
- Establishing statewide legal training agendas that include cross training on priority legal issues, including the involvement of AAA/ADRCs, APS, LTC Ombudsman, and state court administrators/staff in training on elder abuse, guardianship abuse, and supported decision-making issues.

Task 5.2 Coordination with Legal Assistance Developers

LADs are central to the successful design, implementation, and sustainability of effective and efficient legal service delivery systems. Previous experience through Model Approaches demonstration projects indicates that successful statewide Technical Assistance efforts are dependent upon adequate program planning and leadership support from the LAD. Therefore, the Contractor must coordinate and collaborate with LADs in the “state by state” implementation of the LSDC.

Task 5.3 Model Approaches Phase I&II

The Contractor will make the LSDC available to state and local agencies and organizations involved in administering and/or implementing the Model Approaches demonstration projects and other initiatives designed to create integrated legal service delivery systems. The Contractor will collaborate with ACL resource centers and other federal, state, and local agencies/organizations on Technical Assistance efforts with common objectives. The URSRT developed under Objective 2, Task 2.3 shall serve to promote the availability of Technical Assistance to Model Approaches project leaders in connection and coordination with Legal Training and Case Consultation, and to other states as available resources allow.

Task 5.4 Senior Legal Helplines

The Contractor shall collaborate with an entity providing resource support to professionals operating SLHs across the country, with priority given to SLHs operating under Model Approaches projects. Technical Assistance provided for various aspects of helpline legal service delivery includes the development of reporting and data collection systems, case management systems, targeting and outreach strategies, funding strategies, and integration strategies that incorporate SLHs into the broader tapestry of legal service delivery in each Model Approaches state.

Objective 6: Technical Assistance on Legal Data Collection and Reporting

The development of reporting systems that collect uniform and reliable data on the provision and impact of legal assistance is essential to the long term sustainability of Title III-B funded legal service delivery systems across the country. Therefore, the Contractor will provide Technical Assistance to State Units on Aging on the development and implementation of legal data collection and reporting systems that quantify the impact of legal services on the lives of older adults.

Task 6.1 Types of Technical Assistance

The Contractor shall ensure that Technical Assistance on legal data collection and reporting systems will focus on issues related to:

- o Role of the LAD in leading the creation of the legal data collection/reporting system;
- o Setting forth the uses of legal data collection/reporting systems;

- o Setting forth the essential components of legal data collection/reporting systems;
- o Identifying individuals with the necessary knowledge and expertise to be involved in the development and implementation process;
- o Identifying and/or estimating the resources necessary to develop a legal data collection/reporting system;
- o Anticipating challenges in the development and implementation of legal data collection/reporting systems; and
- o Coordinating development efforts with national initiatives developing legal data collection and reporting guidelines.

Task 6.2 Coordination with Legal Assistance Developers

The implementation of successful statewide data collection and reporting systems are dependent upon adequate program planning and leadership support from the LAD. Therefore, the Contractor must coordinate and collaborate with LADs in the “state by state” implementation of data collection and reporting systems.

Task 6.3 Model Approaches Phase I&II

The Contractor shall make Technical Assistance on the development and implementation of legal data collection and reporting systems available to state and local agencies and organizations involved in administering and/or implementing the Model Approaches demonstration projects and other states interested in developing and implementing legal data collection and reporting systems.

Objective 7: Performance Outcome Measurement

The Contractor shall seek to achieve anticipated outcomes as measured by performance Indicators, as follows:

Legal Training and Case Consultation

Anticipated Outcome (1): Support the leadership, knowledge, and systems capacity of states, legal services providers, area agencies on aging, ADRCs, and other organizations serving older persons in order to enhance the quality, cost effectiveness, and accessibility of legal assistance and elder rights programs provided to older persons.

Performance Indicators:

- Increase by 5% per year the number of unduplicated legal professionals and advocates in the field of law and aging (i.e. Title III-B providers, LSC providers, elder law attorneys in the public or private sectors, aging/disability service providers, and other professional/advocates) receiving Legal Training and Case Consultation.
- 90% of aging/disabilities and legal professionals and advocates in the field of law and aging (i.e. Title III-B providers, LSC providers, elder law attorneys in the public or private sectors, aging/disability service providers and other professionals/advocates) receiving Legal Training and Case Consultation and responding to evaluative tools will rate the quality of the assistance provided as good to excellent.
- 90% of legal professionals and advocates in the field of law and aging (i.e. Title III-B providers, LSC providers, elder law attorneys in public or private sector, aging/disability service providers, and other professionals/advocates) receiving Legal Training and Case Consultation and responding to evaluative tools will agree or strongly agree that the assistance provided contributed to the successful resolution of a specific legal issue.

Anticipated Outcome (2) Support demonstration projects designed to expand or improve the delivery of legal assistance and elder rights protections to older persons with social or economic needs.

Performance Indicators:

Provide Legal Training and Case Consultation to aging/disability and/or legal services staff of at least seven (7) organizations involved in the Model Approaches demonstration projects per project year.

Technical Assistance on Legal Service Development

Anticipated Outcome (1) Support the leadership, knowledge, and systems capacity of states, legal services providers, area agencies on aging, ADRCs, and other organizations serving older persons in order to enhance the quality, cost effectiveness, and accessibility of legal assistance and elder rights programs provided to older persons.

Performance Indicators:

- Maintain full documentation of Technical Assistance provided to states, AAAs, ADRCs, and legal providers, including the recipients of technical assistance, subject matter areas of technical assistance provided, and the results of technical assistance provided.
- Assist at least three (3) states in the development and implementation of legal needs assessments each project year.
- Assist at least five (5) states in the development and implementation of statewide legal service delivery standards each project year.
- Assist at least five (5) states in the development and implementation of targeting and outreach plans.
- Assist at least five (5) states in the development and implementation of data collection and reporting systems.

- 90% of aging and legal services professionals/advocates responding to evaluative tools will rate the quality and usefulness of technical assistance provided as **good to excellent**.
- 90% of aging and legal service professionals/advocates responding to evaluative tools will **agree** or **strongly agree** that the technical assistance provided contributed to the successful completion of legal needs assessments, legal services delivery plans, legal service delivery standards, and data collection/ reporting systems.

Anticipated Outcome (2) Support demonstration projects designed to expand or improve the delivery of legal assistance and elder rights protections to older persons with social or economic needs.

Performance Indicators:

Provide Technical Assistance to at least seven (7) organizations involved in the Model Approaches demonstration grants each project year.

□ Technical Assistance on Legal Data Collection and Reporting

Anticipated Outcome: Development and implementation of legal data collection and reporting systems that quantify the impact of legal services on the lives of older adults.

Performance Indicators:

- Maintain full documentation of technical assistance provided on legal data collection and reporting systems to states, AAAs, ADRCs, and legal providers, including the recipients of technical assistance, subject matter areas of technical assistance provided, and the results of technical assistance provided.
- Assist at least five (5) states in the development and implementation legal data collection and reporting systems each project year.
- 90% of aging and legal services professionals/advocates responding to evaluative tools will rate the quality and usefulness of technical assistance provided as **good to excellent**.
- 90% of aging and legal service professionals/advocates responding to evaluative tools will **agree** or **strongly agree** that the technical assistance provided contributed to the successful completion of legal needs assessments, legal services delivery plans, legal service delivery standards, and data collection/ reporting systems.

2.6 DISCLOSURE OF INFORMATION

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

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

2.7 LIMITED USE OF DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

2.8 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The QASP can be found starting on page #48.

3 SECTION 3 – PACKAGING AND MARKING

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

1. Name and address of the Contractor;
2. Contract Number;
3. Description of item contained therein; and
4. Consignee's name and address.

4 SECTION 4 – INSPECTION AND ACCEPTANCE

4.1 INSPECTION AND ACCEPTANCE (COMMERCIAL)

Pursuant to 52.212-4, all items to be delivered under this Delivery Order are subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Government's COR, who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

4.2 INSPECTION AND ACCEPTANCE CRITERIA

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

4.3 GENERAL ACCEPTANCE CRITERIA

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this Statement of Work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy and electronic copy. The electronic copy must be in a format as indicated in the Deliverables Table.

5 SECTION 5 – DELIVERIES OR PERFORMANCE

5.1 PERIOD OF PERFORMANCE

The period of performance shall be for a base period of twelve (12) months with four (4) twelve (12) month option periods, as follows:

Base Period:	September 2, 2016 – September 1, 2017
Option Period 1:	September 2, 2017 – September 1, 2018
Option Period 2:	September 2, 2018 – September 1, 2019
Option Period 3:	September 2, 2019 – September 1, 2020
Option Period 4:	September 2, 2020 – September 1, 2021

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract."

5.2 PLACE OF PERFORMANCE

The majority of work will take place at the Contractors designated place of work.

5.3 DELIVERABLES AND DELIVERABLE SCHEDULE

The Contractor shall transmit all documents and reports electronically, attachments in MS Word 2007. The Government shall have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, approve or disapprove the deliverable(s). The Contractor shall have a maximum of five (5) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government electronically in MS Word 2003 and hardcopy. The Contractor may assume a deliverable is acceptable if it received no feedback within this time. All days identified below are intended to be work days unless otherwise specified. Any deliverable or products produced under this contract will be accepted or rejected in writing by the COR. All plans, activities and printed materials as well as web related information requires written approval of the COR.

All written materials shall be sent by email to the COR and followed-up with a hardcopy, if needed.

The following table outlines the schedule of formal deliverables due to ACL. As mentioned in the discussion of the various tasks and sub tasks, there are numerous tasks that are considered to be informal. The contractor should propose due dates for these informal deliverables that are consistent with delivering the various formal deliverables by the times specified in the SOW.

<u>Task Number</u>	<u>Task Title</u>	<u>Task Completion (Days Post Award)*</u>
1.1	Project Kickoff Meeting	10 days
1.2	Final Project Work Plan	25 days
1.3	Summary Stakeholder Input Document	Annually
2.1	Promotional Materials	120 days
2.2	Assessments of Resource Support Needs	120 days
2.3	Unified Resource Support Request Tool	120 days
3.1	National Legal Training Curriculum	90 days
3.2	Legal Basics Training Curriculum	90 days
<u>Task Number</u>	<u>Task Title</u>	<u>Task Completion (Days Post Award)*</u>
4.1	Case Consultation Agenda	90 days
5.1	Legal Services Development Curriculum (LSDC)	90 days
Objective 3	Provision of Legal Training	Ongoing
Objective 4	Provision of Case Consultation	Ongoing
Objective 5	Provision of Technical Assistance/ Legal Systems Development	Ongoing
Objective 6	Provision of Technical Assistance/ Data Collection and Reporting Systems	Ongoing

6 SECTION 6 – ADMINISTRATION DATA

6.1 AUTHORITIES 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 coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during performance of the BPA.

6.1.2 Contracting Officer and Contract Specialist

Cassandra Ellis, Contracting Officer
7700 Wisconsin Avenue, 8th Floor
Rockville, MD 20814
Phone: (301) 492-4662
Email: Cassandra.Ellis@psc.hhs.gov

All communications pertaining to contractual and/or administrative matters under the task order shall be sent to the attention of:

David Morgan, Contract Specialist
7700 Wisconsin Avenue, 8th Floor
Bethesda, MD 20857
Phone: (301) 492-4655
Email: David.Morgan@psc.hhs.gov

Note: The PSC Contracting Officer is the only individual authorized to modify this requirement.

6.1.3 Contracting Officer Representative Omar

R. Valverde A., Esq.
U.S. Department of Health and Human Services Administration
for Community Living
Office of Elder Justice and Adult Provision Services Phone:
(202)795-7460
Email: Omar.Valverde@acl.hhs.gov

The Government may name a different COR to monitor any individual order.

6.2 Contracting Officers' Representative Authority

(a) Performance of work under this BPA 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 BPA price, or the time required for BPA performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the BPA;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the BPA; 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 task order shall be subject to the terms of the clause entitled "Disputes."

6.3 CORRESPONDENCE

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the COR with an information copy to the Contracting Officer (CO).
- All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS) shall be addressed to the CO with an information copy to the COR.

6.4 INVOICE SUBMISSION

The Contractor shall submit invoices based upon the completion of individual tasks identified in Section 5.3. A complete invoice with all required back-up documentation shall be sent electronically, via email, to:

1. Contract Specialist: David.Morgan@psc.hhs.gov
2. DAM mailbox: psc.sas.invoices@psc.hhs.gov

3. Contracting Officer's Representative (COR): Omar.Valverde@acl.hhs.gov
4. Financial Management Service (FMS): psc_invoices@psc.hhs.gov.
5. ACL Contract Box: Contracts@acl.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. Invoices shall be broken down by line item.

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, 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.

6.5 TRAVEL AND OTHER COSTS

Travel may be required for this task(s). Travel costs must be clearly identified in task orders and supporting documentation shall be required. The quoters should ensure to include these travel costs in the quote. These costs will be directly reimbursable by ONC/FHA. No G&A will be allowed on any Other Direct Costs, such as travel, etc.

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

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

- a. The lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel except when such accommodations: 1) require circuitous routing, 2) require travel during unreasonable hours, 3) excessively prolong travel, 4) result in increased costs that would offset transportation savings, 5) are not reasonably adequate for the physical or medical needs of the traveler, or 6) are not reasonably available to meet mission requirements. In order for costs in excess of customary standard or coach airfare to be considered allowable, the applicable exception must be documented and justified.
- b. Costs of rail travel by most direct route, coach-class accommodations.
- c. The prevailing mileage rate set forth in the Federal Travel Regulation (FTR) or reasonable actual expenses for travel by motor vehicle. Travel by motor vehicle, including rented automobile, shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the prevailing FTR rate, plus any toll or ferry charges.
- d. The prevailing rates set forth in the FTR for lodging, meals and incidental expenses.

6.6 PROVISIONS APPLICABLE TO MATERIAL COSTS

Unless otherwise expressly provided elsewhere in the contract or in any modification thereto, the cost of the following items or activities shall be unallowable as material costs:

1. Acquisition by purchase or lease, of any interest in real property.
2. Special rearrangement or alteration of facilities;
3. Purchase or lease or rental of any item of general purpose; office furniture or office equipment (including data tapes); 4. Travel to foreign countries; and
5. Food and beverage costs unless part of per diem expenses paid in accordance with the a. Federal Travel Regulations.

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

6.7 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS) REPORTING

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

7 SECTION 7 - SPECIAL ORDER REQUIREMENTS

7.1 CONTRACTOR PERFORMANCE EVALUATION(S)

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

7.2 RESTRICTIONS ON DISCLOSURE OF INFORMATION

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

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

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

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

7.3 POST AWARD ORGANIZATIONAL CONFLICT OF INTEREST

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

7.4 RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD PARTY INFORMATION

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

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

B. Restrictions on use and disclosure of information.

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

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

(ii) Safeguard information from unauthorized use and disclosure;

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

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

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

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

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

(i) Compete for work for the Government; or

(ii) Submit an unsolicited proposal to the Government.

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

(i) Notify the Contracting Officer; and

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

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

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

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

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

7.5 KEY PERSONNEL

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

Name	Position
Fay Gordon	Project Manager

(End of clause)

The Contractor shall provide a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor, the Contracting Officer (CO) and the Contracting Officer's Representative (COR) located at the ACL/AOA. The name of this person, and an alternate or alternates, who shall act for the Contractor when the Manager is absent, be designated in writing to the COR. The Project Manager or alternate will have full authority to act for the Contractor on all contract matters relating to daily operations.

The Project Manager shall have experience in the legal issues important to older adults with the greatest need, foster strong performance based relationships with subcontractors and other partners, have knowledge of legal services delivery systems design and capacity building, and apply strong project

management skills to a holistic array of legal resource support activities. The Project Director will be responsible for coordinating all of the work of NCLER staff and subcontractors, if applicable.

The Project Manager or alternate shall be available during normal duty hours, as specified herein and to meet with government personnel within 24 hours to discuss problems.

The Contractor's Project Manager shall meet with the COR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

8 SECTION 8 – CLAUSES

8.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

52.202-1 DEFINITIONS. (NOV 2013) 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014) 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014) 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014) 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013) 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015) 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE I (DEC 2007) 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG

2012)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984) 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013) 52.233-3 PROTEST AFTER AWARD. (AUG 1996) 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

8.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAR 2016)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer

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has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) (Reserved)

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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□ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

□ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

□ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

□ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

□ (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

□ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

□ (ii) *Alternate I* (OCT 2015) of 52.223-13.

□ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

□ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

□ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

□(ii) *Alternate I* (JUN 2014) of 52.223-16.

□ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

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

□ (ii) *Alternate I* (MAY 2014) of 52.225-3.

□ (iii) *Alternate II* (MAY 2014) of 52.225-3.

□ (iv) *Alternate III* (MAY 2014) of 52.225-3.

□ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

(ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility),

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the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi) ___ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION 2015-02)

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

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

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or

otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

**352.203-70 ANTI-LOBBYING (DEC 2015) 352.208-70 PRINTING AND DUPLICATION (DEC 2015)
352.224-71 CONFIDENTIAL INFORMATION (DEC 2015) 352.231-70 SALARY RATE LIMITATION.
(DEC 2015) 352.237-75 KEY PERSONNEL (DEC 2015)**

Quality Measures

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/QAE	Incentives/Disincentives
Justice in Aging will ensure all formal and informal written Deliverables are provided on time and meet quality standards.	Deliverables are provided to the COR as required on or before the established due date; are comprehensive, coherent and accurate; are well researched and encompass all	As indicated in the Project Work Plan.	Random review by the COR no less than once a quarter.	Consistent total satisfaction with work product may favorably impact schedules for future deliverables following contractor suggestions that might benefit the contractor in workload management, staffing, etc.

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/QAE	Incentives/Disincentives
	appropriate variables; articulate clear conclusions and/or recommendations, if appropriate; are written and formatted to the appropriate audience, and; reflect Government guidance on the submittals or draft(s).			
Justice in Aging will provide Monthly Status Reports via teleconference or in-person meeting and Biannual Status Reports in writing.	Reports accurately reflect due dates, progress towards goals and all issues requiring resolution or otherwise may impact the success of the project; include other metrics as determined by the COR, and; are comprehensive and timely.	To be determined with the COR.	100% COR Review.	
OUTCOME #1 Justice in Aging will support the leadership, knowledge and systems capacity of states, legal services providers, area agencies on aging, ADRCs,	Increase by 5% per year the number of unduplicated legal professionals and advocates in the field of law and aging receiving Legal Training and Case Consultation. 90% of aging/disabilities	Justice in Aging will develop an electronic system for tracking and reporting the number of professionals receiving services from	Customer Feedback: COR will review reports on number of professionals served and survey data from Evaluation Surveys.	Consistent total satisfaction with work product may favorably impact schedules for future deliverables following contractor suggestions that might benefit the contractor in workload management, staffing, etc.

and other organizations serving older	and legal professionals and	the NCLER.	Customer Feedback:	Less than total completion may result
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Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/ QAE	Incentives/ Disincentives
persons in order to enhance the quality, cost effectiveness, and accessibility of legal assistance and elder rights program to serve older persons. (Objective 3, Legal Training, Objective 4, Case Consultations).	<p>advocates in the field of law and aging receiving Legal Training and Case Consultation and responding to evaluative tools will rate the quality of assistance provided as good to excellent.</p> <p>90% of legal professionals and advocates in the field of law and aging receiving Legal Training and Case Consultation, and responding to evaluative tools will agree or strongly agree that the assistance provided contributed to the successful resolution of a specific legal issue.</p>	<p>Justice in Aging will develop a Trainings Evaluation Survey that will be sent by the NCLER to all training attendees after the provision of the trainings.</p> <p>JIA will also develop a Case Consultation Evaluation Survey that will be sent by the NCLER to all recipients of case consultation services once a quarter.</p> <p>On a quarterly basis, Justice in Aging will compile analyze data on trainings, case consultations, and technical assistance. The data compiled</p>	<p>COR will reach out to customers to request more information about performance.</p> <p>Random Review: COR will request attendance and evaluation data for particular trainings</p>	in increased expectations for the future years or a written report explaining why numbers were not reached.

		will come from the tracking system and the surveys. The data will be shared with the		
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Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/QAE	Incentives/Disincentives
		COR every 6 months.		
OUTCOME #2 Justice in Aging will support demonstration projects designed to expand or improve the delivery of legal assistance and elder rights protections to older persons with social or economic needs. (Objective 5, Technical Assistance on Legal Services Development).	Justice in Aging will provide Legal Training and Case Consultation to aging/disability and/or legal services staff of at least 7 organization involved in Model Approaches demonstration projects per project year.	Justice in Aging will provide the Legal training and Case Consultation services throughout the duration of the contract, ensuring at least 7 organizations involved in Model Approaches (MA) access the resources per year. Justice in Aging will include information on the number of MA projects served in the regular reports provided per Objective #1.	Customer Feedback: COR will review reports on number of MA projects served and survey data from Evaluation Surveys. Random Review: The COR will request an update from Justice in Aging randomly, throughout the year on the status of the MA assistance.	Consistent total satisfaction with work product may favorably impact schedules for future deliverables following contractor suggestions that might benefit the contractor in workload management, staffing, etc. Less than total completion may result in increased expectations for the future years or a written report explaining why numbers were not reached.
OUTCOME #3 Justice in Aging	Maintain full documentation of	Justice in Aging will	Customer Feedback:	Consistent total satisfaction with work

will support the leadership, knowledge and systems capacity of states, legal services providers, area agencies on	Technical Assistance provided to states, AAAs, ADRCs, and legal providers, including the recipients of technical assistance, subject	provide technical assistance throughout the duration of the contract, ensuring the required	Survey data from Annual Evaluation Survey.	product may favorably impact schedules for future deliverables following contractor suggestions that might benefit the contractor in workload
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Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/ QAE	Incentives/ Disincentives
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<p>aging, ADRs, and other organizations serving older persons in order to enhance the quality, cost effectiveness, and accessibility of legal assistance and elder rights programs to serve older persons. (Objective 5, Technical Assistance on Legal Services Development).</p>	<p>matter areas of technical assistance provided, and the results of technical assistance provided.</p> <p>90% of aging and legal services professionals/advocates responding to evaluative tools will rate the quality and usefulness of technical assistance provided as good to excellent.</p> <p>90% of aging and legal services professionals/advocates responding to evaluative tools will agree or strongly agree that the technical assistance provided contributed to the successful completion of legal needs assessments, legal services delivery plans, legal service delivery standards and data collection/reporting systems.</p>	<p>number of states receive assistance.</p> <p>Justice in Aging will develop a system for documenting TA provided. The system will include tracking of the number of states receiving services under each delivery system subject matter.</p> <p>Justice in Aging will develop a Legal Services Development TA Evaluation Survey that will be sent from the NCLER to those receiving LSD TA each quarter.</p> <p>On a quarterly basis, Justice in Aging will compile and analyze data on TA provided. The data compiled will come from the</p>		<p>management, staffing, etc.</p> <p>Less than total completion may result in increased expectations for the future years or a written report explaining why numbers were not reached.</p> <p>Consistent inability to complete may result in changes to staffing/subcontracting of these activities</p>
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Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/ QAE	Incentives/ Disincentives
		documentation system and the surveys.		
<p>OUTCOME #4 Justice in Aging will support demonstration projects designed to expand or improve the delivery of legal assistance and elder rights protections to older persons with social or economic needs. (Objective 5, Technical Assistance on Legal Services Development).</p>	<p>Provide technical assistance to at least seven (7) organizations involved in the Model Approaches demonstration grants each project year.</p>	<p>Justice in Aging will provide the Legal training and Case Consultation services throughout the duration of the contract, ensuring at least 7 organizations involved in Model Approaches (MA) access the resources per year.</p> <p>Justice in Aging will include information on the number of MA projects served in the regular reports provided per Objective #1.</p>	<p>Customer Feedback: COR will review reports on number of MA projects served and survey data from Evaluation Surveys.</p> <p>Random Review: The COR will request an update from Justice in Aging randomly, throughout the year on the status of the MA assistance.</p>	<p>Consistent total satisfaction with work product may favorably impact schedules for future deliverables following contractor suggestions that might benefit the contractor in workload management, staffing, etc.</p> <p>Less than total completion may result in increased expectations for the future years or a written report explaining why numbers were not reached</p>
<p>OUTCOME #5 Justice in Aging will develop and implement legal data collection and reporting systems each project year.</p>	<p>Maintain full documentation of technical assistance provided on legal data collection and reporting systems to states, AAAs, ADRCs, and legal</p>	<p>Justice in Aging will provide technical assistance throughout the duration of the contract,</p>	<p>Customer Feedback: Survey data from Annual Evaluation Survey.</p>	<p>Consistent total satisfaction with work product may favorably impact schedules for future deliverables following contractor suggestions that might benefit the contractor</p>

(Objective 6,	providers, including	ensuring the		in workload
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Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/QAE	Incentives/Disincentives
Technical Assistance on Legal Data Collection and Reporting).	<p>the recipients of technical assistance, subject matter areas of technical assistance provided, and the results of technical assistance provided.</p> <p>Assist at least five (5) states in the development and implementation legal data collection and reporting systems each project year.</p> <p>90% of aging and legal services professionals/advocates responding to evaluative tools will rate the quality and usefulness of technical assistance provided as good to excellent.</p> <p>90% of aging and legal services professionals/advocates responding to evaluative tools will agree or strongly agree that the technical assistance provided contributed to the successful completion of legal</p>	<p>required number of states receive assistance.</p> <p>Justice in Aging will develop a system for documenting TA provided. The system will include tracking of the number of states receiving services under each delivery system subject matter.</p> <p>Justice in Aging will develop a Legal Services Development TA Evaluation Survey that will be sent from the NCLER to those receiving LSD TA each quarter.</p> <p>On a quarterly basis, Justice in Aging will compile</p>		<p>management, staffing, etc.</p> <p>Less than total completion may result in increased expectations for the future years or a written report explaining why numbers were not reached.</p> <p>Consistent inability to complete may result in changes to staffing/subcontracting of these activities</p>

	needs assessments, legal services	analyze data on TA provided. The data compiled will		
Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance/QAE	Incentives/Disincentives
	delivery plans, legal service delivery standards and data collection/reporting systems.	come from the documentation system and the surveys.		