Legal Access Services for Reunified Families Program
Public Resources and Communications Division
Executive Office for Immigration Review
United States Department of Justice

Statement of Work

1.0 Background

The U.S. Department of Justice, Executive Office for Immigration Review (EOIR), created the Legal Access Services for Reunified Families (LASRF) Program pursuant to the Settlement Agreement in *Ms. L., et al. v. U.S. Immigration and Customs Enforcement, et al.*, 18-cv-00428 (S.D. Cal. Oct. 16, 2023) ("Settlement Agreement"). The LASRF Program is divided into two components: (1) federalized services, including group orientations and group workshops, that EOIR provides, and (2) individualized services, including legal advice and document preparation, that the Contractor provides under this Statement of Work (SOW).[1] EOIR, through the federalized program, also operates a centralized email address and telephone number to receive requests for assistance and to connect eligible individuals to the full range of legal services that are available under the Settlement Agreement. This is at no cost to the Contractor. EOIR refers eligible individuals to the Contractor for individualized assistance. The Contractor must also accept case referrals from third parties and respond to direct requests from *Ms. L.* Settlement Class members and Qualifying Additional Family Members seeking the legal services described in Section 6 of this SOW.[2]

2.0 Period of Performance

The contract will include a one (1) year base period and four (4) 1-year option periods. The period of performance will commence from the date of award.

3.0 Defined Terms

3.1 "Class Members" – Individuals the U.S. Department of Homeland Security (DHS) or a United States Federal Court confirmed as *Ms. L.* Settlement Class members under the Settlement Agreement.

3.2 "Qualifying Additional Family Members" – Individuals DHS determined meet the definition of Qualifying Additional Family Members under the Settlement Agreement.

3.3 "Program Participants" – Class Members and Qualifying Additional Family Members receiving services under this SOW.

[1] As discussed in more detail in Section 5.0 (Place of Performance), the services described in this SOW may be provided by one contractor or multiple contractors operating from regional offices across the United States.
[2] Third parties may include Plaintiffs' counsel, government agencies, government contractors, private practitioners, legal service organizations, and other groups working with *Ms. L.* Settlement Class members and Qualifying Additional Family Members.

4.0 Objective

The objective of this SOW is to satisfy the Government's obligations under the Settlement Agreement by delivering individualized legal services that complement the group orientations and workshops that EOIR provides to Program Participants.

5.0 Place of Performance

5.1 The Contractor must provide the services described in Section 6.0 of this SOW from eight regional offices.[3] Services are currently provided from the following eight regional offices: 1) Annandale/Sterling, Virginia; 2) Chicago, Illinois; 3) Houston, Texas; 4) Los Angeles, California; 5) Miami, Florida; 6) New Orleans, Louisiana; 7) Newark, New Jersey; and 8) San Francisco, California. Based on the Contractor's assessment of the needs presented in this SOW, the Contractor may propose its own list of eight regional office locations that provide nationwide coverage.

5.2 The Contractor must arrange suitable space to provide the services described in this SOW at each designated regional office location. Suitable space may include a private office or other space that is appropriate for private discussions.

5.3 The Contractor must provide the services in Sections 6.1 and 6.2 of this SOW via remote technology to Program Participants who prefer remote services or are unable to receive in-person services at any of the regional offices. These remote services can be provided to Program Participants from private spaces via telephone, video-conferencing, or other multi-way remote communication. If remote services are inappropriate because of the Program Participant's language need or disability, the Contractor, with the Program Participant's consent, may submit a written request to the Contracting Officer's Representative (COR) for a transportation stipend from EOIR to allow the family to receive in-person legal services.

5.4 The Contractor must also provide pro bono mentorship, as described in Section 6.3 of this SOW, via remote technology. This pro bono mentorship must be available, upon request, to pro bono legal representatives anywhere in the United States who agree to provide free representation to Class Members who participate in the LASRF Program.

6.0 Scope of Work

6.1 Immigration Legal Services for Class Members. The Contractor must provide legal assistance, short of full representation, to unrepresented Class Members as detailed below.

6.1.1 The Contractor must provide Individualized Consultations and Counseling (ICC) sessions that include legal advice about what forms of relief for which they may be eligible and the steps necessary to apply for such relief. Within

[3] Pursuant to the Settlement Agreement, the Government must implement the LASRF program in at least eight regional offices across the United States. The Government may select a single contractor to operate all eight regional offices or multiple contractors to individually operate one or more regional offices.

10 business days of a Class Member contacting the Contractor or a referral given to the Contractor, the Contractor must schedule an ICC for the Class Member. ICC sessions should help Class Members understand their legal situations under U.S. immigration laws, including any relevant information concerning initial and renewal applications for parole and employment authorization. ICC sessions may consist of a single Class Member or a group of Class Members from the same family.

1.) ICC, Minimum Requirements
   (a) The Contractor must respond to Class Members about specific concerns and questions regarding matters of immigration law and procedure and provide legal advice based on the Class Member's immigration circumstances;
   (b) The Contractor must prepare Class Members for EOIR court hearings and interviews before the U.S. Citizenship and Immigration Services (USCIS); and
   (c) The Contractor must distribute self-help legal materials that the Government will create for Program Participants.

6.1.2 The Contractor must provide assistance with document preparation, including preparing immigration-related legal documents for submission to DHS (including USCIS), and EOIR pursuant to EOIR's limited appearance regulations. The Contractor may assist Class Members with the following applications:

1.) <u>Re-Parole, Minimum Requirements</u>
   (a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for re-parole;
   (b) The Contractor shall assist the Class Member in preparing and filing the Form I-131 and any other required forms with USCIS;
   (c) The Contractor shall provide post-filing services, including assisting in responding to any Requests for Evidence and Notices of Intent to Deny issued by USCIS and any post-adjudication actions; and
   (d) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS decision (e.g. Form I-797, Notice of Action).

2.) <u>Employment Authorization, Minimum Requirements</u>
   (a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for employment authorization;
   (b) The Contractor shall assist the Class Member in preparing and filing the Form I-765 and any other required forms with USCIS;
   (c) The Contractor shall provide post-filing services, including assisting in responding to any Requests for Evidence and Notices

of Intent to Deny issued by USCIS and any post-adjudication actions; and

(d) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

3.) Asylum, Minimum Requirements

(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for asylum;

(b) The Contractor shall assist the Class Member in preparing and filing the Form I-589 and any other required forms with USCIS; and

(c) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS I-589 filing confirmation (e.g. Form I-797, Notice of Action or stamped copy from Asylum Office).

4.) T Visa, Minimum Requirements

(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for the form of relief;

(b) The Contractor shall assist the Class Member in preparing and filing the appropriate application/petition with USCIS (e.g. Form I-360, I-914, I-918, I-485 and any other required forms); and

(c) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

5.) U Visa, Minimum Requirements

(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for the form of relief;

(b) The Contractor shall assist the Class Member in preparing and filing the appropriate application/petition with USCIS (e.g. Form I-360, I-914, I-918, I-485 and any other required forms); and

(c) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

6.) Violence Against Women Act (VAWA), Minimum Requirements

(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for the form of relief;

(b) The Contractor shall assist the Class Member in preparing and filing the appropriate application/petition with USCIS (e.g. Form I-360, I-914, I-918, I-485 and any other required forms); and

(c) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

7.) Applications for Certificate of Citizenship Based on Parents' U.S. Citizenship, Minimum Requirements
(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for the form of relief;
(b) The Contractor shall assist the Class Member in preparing and filing the Form N-600, Application for Certificate of Citizenship, and any supporting documentation with USCIS;
(c) The Contractor shall provide post-filing services, including assisting in responding to any Requests for Evidence and Notices of Intent to Deny issued by USCIS and any post-adjudication actions; and
(d) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

8.) Special Immigrant Juvenile Status Services, Minimum Requirements
(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for the form of relief;
(b) The Contractor shall assist the Class Member in preparing and filing the Form I-360 and any other appropriate application/petition with USCIS; and
(c) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

9.) Adjustment of Status, Minimum Requirements
(a) The Contractor shall conduct a case assessment to confirm the Class Member's eligibility for the form of relief;
(b) The Contractor shall assist the Class Member in preparing and filing the Form I-485 and any other appropriate application/petition with USCIS; and
(c) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS filing confirmation (e.g. Form I-797, Notice of Action).

10.) Change of Venue/ Address Filings, Minimum Requirements
(a) The Contractor shall assist in preparing and filing motions and forms necessary to request a change of venue and update address

information, as necessary; and

(b) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Change of Venue/ Change of Address filing.

6.2 Immigration Legal Services for Qualifying Additional Family Members. The Contractor must provide legal assistance, short of full representation, to unrepresented Qualifying Additional Family Members to help Qualifying Additional Family Members with initial and renewal applications for parole and employment authorization. The Contractor must provide Qualifying Additional Family Members with ICC sessions and assist them with document preparation. The Contractor may assist Qualifying Additional Family Members with the following applications:

6.2.1 Re-Parole, Minimum Requirements

(a) The Contractor shall conduct a case assessment to confirm the Qualifying Additional Family Member's eligibility for re-parole;

(b) The Contractor shall assist the Qualifying Additional Family Member in preparing and filing the Form I-131 and any other required forms with USCIS;

(c) The Contractor shall provide post-filing services, including assisting in responding to any Requests for Evidence and Notices of Intent to Deny issued by USCIS and any post-adjudication actions; and

(d) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS decision (e.g. Form I-797, Notice of Action).

6.2.2 Employment Authorization, Minimum Requirements

(a) The Contractor shall conduct a case assessment to confirm the Qualifying Additional Family Member's eligibility for employment authorization;

(b) The Contractor shall assist the Qualifying Additional Family Member in preparing and filing the Form I-765 and any other required forms with USCIS;

(c) The Contractor shall provide post-filing services, including assisting in responding to any Requests for Evidence and Notices of Intent to Deny issued by USCIS and any post-adjudication actions; and

(d) The Contractor shall provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS decision (e.g. Form I-797, Notice of Action).

6.3 Pro Bono Matching and Mentorship. The Contractor will individually screen Class Members who request a referral to a pro bono legal representative. The Contractor will use those screenings to match Class Members with interested pro bono legal representatives. In all circumstances, the Contractor must emphasize that pro bono screenings do not guarantee representation.

6.3.1 The Contractor must inform all pro bono legal representatives who agree to represent a Class Member through the LASRF Program about the availability of Government self-help resources.

6.3.2 The Contractor must provide mentorship for volunteer legal representatives who require additional support to effectively represent Class Members.

6.3.3 The Contractor must notify pro bono attorneys who accept a case referral from the LASRF Program about any pro bono psychological evaluations are available, if needed, to Class Members under the Settlement Agreement.

6.3.4 The Contractor shall provide evidence of pro bono match by providing the following as part of the Contractor's invoice submission: Copy of G-28, Notice of Entry of Appearance as Attorney or Accredited Representative.

6.4 Outreach. The Contractor must use the contact information contained in referrals from EOIR and third parties to schedule Program Participants for individualized legal services as described in this Section of this SOW. The exchange of this information is limited to the extent permissible under law and subject to rules concerning the distribution of personally identifiable information (PII).

7.0 Transition-In Plan, Service Preparation, and Launch

7.1 Transition-In (Base Year Only). Transition-in is a structured process by which the incoming contractor assumes full operational responsibility from the incumbent contractor without disruption of services for Class Members and Qualifying Additional Family Members, who are currently being assisted by the incumbent contractor. The Contractor shall ensure continuity, data integrity, and compliance with minimum disruption and completion of all transition activities within 90 calendar days of award (or sooner).

7.1.1 Transition-In Plan Requirement: The Contractors shall provide a draft Transition-In Plan to the COR via electronic mail within 30 calendar days after the award issuance unless otherwise directed by EOIR. The transition-in plan shall describe how the Contractor will ensure no interruption to case services or statutory timeframes. The Contractor shall account for 10 business days of EOIR review and approval of the final Transition Plan. The transition-in period will begin upon receipt and approval of the Contractor's Transition Plan.

7.1.2 Performance: The Contractor shall ensure that there is no service

degradation during transition in. During transition in, the Contractor shall minimize disruption and document the status weekly during the 90-day transition in phase. At completion of transition in, the Contractor shall be fully staffed and fully performing the requirements of the contract. Upon completion of the transition in, the Contractor shall notify the COR that transition in has been completed. The notice shall be in writing and include the listing of all Class Members and Qualifying Additional Family Members by A-Number and type of document preparation assistance.

7.2 Kick Off Meeting (Base Year Only). Within 10 business days of the contract award, or as directed by the COR, the Contractor shall attend a kick-off meeting, which will consist of the following:

7.2.1 Introduction of both key contacts and government personnel performing work related to this contract.

7.2.2 Brief overview of contract administration and reporting.

7.2.3 Discussion of substantive risks and issues that may impact delivery of the services.

7.2.4 The specific activities and deliverables associated with the period of performance specified in the contract.

7.2.5 Review by the Contractor of its understanding of the work to be accomplished under this contract, to ensure that the Contractor understands the requirements and the respective responsibilities and obligations of the parties.

7.2.6 Review by both the Government and the Contractor of the required methods to resolve, track, and report on risks and issues.

7.3 Program Operation Plan. The Contractor must submit a Program Operation Plan (POP) for the COR's approval no later than 10 business days from date of award. The COR will review the POP within 10 business days from the date the Government receives the proposed POP. If the Government requests changes to the POP, the Contractor will resubmit the POP to the Government within 5 business days from the Government's request for revisions. The POP must include:

7.3.1 The structure and schedule of Individualized Consultations and Counseling sessions;

7.3.2 A plan for matching and mentoring pro bono attorneys to serve Program Participants;

7.3.3 A plan for facilitating case referrals from the Government, Government contractors, and third-parties to ensure Program Participants have access to LASRF services; and

7.3.4 Contact information for each regional office that includes a dedicated phone number and email address for individuals seeking LASRF Program services from that location.

8.0 Transition-Out Requirements

Transition-out is the planned process for the outgoing contractor to transfer all operational responsibilities, data, and knowledge to the incoming contractor and/or the Government, ensuring continuity of services and compliance with SOW requirements. The Contractor shall complete this process at least 90 calendar days prior to the end of the contract (or as directed by the CO or COR) without service disruption. In accordance with FAR 52.237-3, *Continuity of Services*, the Government reserves the right to require additional transition services for up to 90 days after this contract expires.

8.1 Requirement: The transition–out plan shall detail the Contractor's plan to facilitate the accomplishment of a seamless transition from the incumbent to the incoming contractor/government personnel. The Contractor must work cooperatively with the incoming contractor/service provider and the Government to provide a seamless provision of legal services to Class Members and Qualifying Additional Family Members, to include ensuring continuity of all legal services specified in the SOW.

8.2 Submission Timeline: The Contractor shall provide a draft transition-out plan to the COR no later than 30 calendar days after the completion of transitioning in. The Contractor shall revise the plan, as necessary, and re-submit to the COR 90 calendar days prior to the end of the contract. The Contractor will have 10 business days after receiving the COR's review comments to finalize its transition-out plan.

8.3 Transition-out Content and Documentation: The Contractor's transition-out plan shall detail the contractor's plan to work collaboratively with government personnel identified by the CO and/or COR to ensure a seamless transition of the activities included in this contract to the incoming contractor/government personnel.

8.4 The Contractor's transition-out plan shall identify how it will coordinate with the incoming contractor and/or government personnel to transfer knowledge/information and provide: 1) Project management process, 2) Points of contact, 3) Location of technical and project management documentation, 4) Status of ongoing technical initiatives, 5) Appropriate contractor-to-contractor coordination to ensure a seamless transition, 6) Transition of key personnel responsibilities, 7) List of all active/ongoing actions and document preparation assistance to Class Members and Qualifying Additional Family Members and how they will be transitioned to a new legal provider, as required, 8) Identify schedules and milestones, 9) Identify any actions required of the Government, and 10) Establish and maintain effective communication with the incoming contractor/government personnel for the period of the transition via status meetings.

8.5 The Contractor shall detail in the plan how it will identify and transition all

active/ongoing actions and document preparation assistance to Class Members and Qualifying Additional Family Members.

8.6 The Contractor shall provide the following information to EOIR: 1) Transition Timeline and Milestones: Transition milestones and timeframes, including a detailed timeline for work-in-progress; 2) Responsibility Matrix: A comprehensive listing of the responsibilities of all personnel participating in the transition to include the policies, practices, and procedures to be employed by the incumbent contractor to ensure there is no conflict between routine program maintenance and the activities of the transition; 3) Service Continuity Plan: An in-depth schedule and thorough description of the methodology employed by the incumbent contractor to ensure no degradation of service during the transition period; 4) Risk Management: A risk management plan that includes a list of the potential risks during the transition period and the plan to mitigate each risk; and 5) Resource Planning: A complete and detailed resource-planning/resource-turnover analysis.

9.0 Reporting Requirements

The Contractor shall establish and maintain a comprehensive data collection, analysis, and reporting system to support EOIR program oversight, performance monitoring, and continuous service improvement. If a reporting deadline for any of the reports described below falls on a weekend or holiday, then the Contractor may submit the report on the next business day.

9.1 Monthly Budget Status Report. The Contractor must submit a status report to the COR, together with a monthly itemized invoice, on or before the 25th calendar day of the month following the reporting period. The status report must provide the following data points: (i) current invoice month spending; (ii) current approved budget; (iii) prior spending for each invoice period from the beginning of the task order year; and (iv) applicable budget analysis as appropriate to explain month-to-month invoice variances. The report must include the labor hours, broken down by labor category, upon which the invoice is predicated. The status report and invoice must not include PII.

Additionally, the Contractor must submit evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of USCIS decision (e.g. Form I-797, Notice of Action) (*see* 6.1 and 6.2). For pro bono matches, the Contractor must provide a Copy of G-28, Notice of Entry of Appearance as Attorney or Accredited Representative (*see* 6.3.4).

9.2 Monthly Performance Report. The Contractor must submit a monthly report to the COR on or before the 25th calendar day of the month following the reporting period. Each report must be broken down by the type of services provided during the reporting period as well as services provided cumulatively from the beginning of the task order year. The data in the monthly report must distinguish between services for Class Members and Qualifying Additional Family Members. The Contractor shall collect, analyze, and report quantitative and qualitative data on services performed ("program data") in fulfillment of this contract as follows:

9.2.1 Individualized Consultations and Counseling (ICC) Sessions – The Contractor shall report to the EOIR COR the following information related to delivery of ICCs:

(a) Individualized information for each ICC conducted, as required for invoicing:
- (i) Date of ICC session,
- (ii) Location of ICC session,
- (iii) Language(s) used to provide the ICC,
- (iv) Number of Program Participant(s);
- (v) Names and A Number(s) of Program Participant(s);
- (vi) Whether Program Participant is a Class Member or a Qualifying Additional Family Member;
- (vii) The type of application the Program Participant received assistance with, if any; and
- (viii) Name of the legal service provider (LSP) providing the ICC.

(b) ICC Reports
- (i) Number of Program Participants (distinguishing between Class Members and Qualifying Additional Family Members) receiving an ICC;
- (ii) Number of ICCs delivered;
- (iii) Duration (in increments of 0.5 hours) of each ICC;
- (iv) The number of hours (in increments of 0.5 hours) providing legal consultations performed 1) pro bono, 2) paid, and 3) total;
- (v) An analysis of the barriers and constraints to delivering ICCs;
- (vi) Program participant information regarding outcome of ICC;
- (vii) Immigration relief application/petition that the Contractor assisted in filing, including the name of the LSP, date filed, and status;
- (viii) Total number of referrals for pro bono representation following an ICC.

9.2.2 Pro Bono Data Metrics and Reports – The Contractor shall report the following additional information and metrics related to pro bono matching and mentorship.

(a) The identity and number of pro bono volunteers supporting Class Member cases.

(b) Number of hours (in increments of 0.5 hours) by pro bono, non-pro bono, and total hours performed (1) by case, (2) by service type, (3) by LSP, (4) by all LSPs.

(c) Number and types of activities engaged to develop and recruit pro bono qualified personnel as defined in 12.8, including dates of activities, types of activities, location, and number of participants.

(d) Number and types of trainings to ensure competency of pro bono networks including goals, content of training (recruitment, legal relief, etc.), date of training, location, number of participants, and types of participants (qualified personnel as defined in 12.8).

(e) Participant satisfaction as determined by the contractor's surveys, interviews, and other methodologies for obtaining qualitative data to assess program services.

9.2.3 Trend Analysis and Evidence-Based Recommendations:

(a) Ongoing Analysis and Recommendations: The Contractor shall perform ongoing quantitative and qualitative analysis to develop recommendations to EOIR regarding:

(i) Improvements to service delivery,
(ii) Efficiency of funding allocation/ cost reductions;
(iii) Effectiveness of services; and
(iv) Goal of achieving outcomes in the best interest of Program Participants under this contract.

10.0 Security and Privacy Requirements

10.1 The Contractor must provide the Government full access to data collected for the performance of this task order, not subject to any privilege or otherwise protected from disclosure under the law. Information the Contractor collects in the performance of services under this SOW is considered EOIR information and is part of an official EOIR record and can be provided to the Government without consent from the Program Participant. Information the Contractor collects about a Program Participant while performing the services described in this SOW is not releasable to any other party without the Program Participant's written consent, subject to the exception to the written consent requirement in Section 11 of this SOW.

10.2 Any information collection instruments developed or utilized by the Contractor or any subcontractors (at any tier) must comply with the Paperwork Reduction Act (PRA). To the extent practicable, the Contractor or any subcontractor should use existing Government forms and instruments to collect information. If any additional information collection is needed that cannot be accomplished by existing Government forms or instruments, the Contractor or any subcontractor must include the necessary information collection instruments in the POP and cooperate with the Government to obtain any necessary PRA clearance.

10.3 Services related to this SOW must be performed under this SOW, and records of all work performed under this SOW must be maintained separately from any other contract vehicle entered into between the Contractor and the DOJ or between any subcontractor and the DOJ. Such records must be available to EOIR at EOIR's request and must be maintained according to DOJ record-keeping requirements.

11.0 Third-Party Written Consent Requirements

11.1 For the Contractor to release information and/or documents collected during the

performance of services under this task order to third parties, including for purposes of pro bono referral and placement, the Contractor must obtain written consent from each Program Participant. A parent or guardian can provide consent for children under 14, and individuals 14 and older can consent for themselves. Electronic signatures are permitted for written consent. The Contractor must maintain consent records according to applicable Government records retention schedules and must submit the written consent form to the COR for approval prior to use.

11.2 If the Contractor is unable to obtain consent from the Program Participant or has a reason to release the information without the Program Participant's signed consent (i.e. only verbal consent is obtained), the Contractor must receive written authorization from the COR, in consultation with EOIR's Office of the General Counsel (OGC), before any such release of information. The Contractor must submit a written request for exceptions to the third-party written consent requirement to the COR, detailing the reasons for the request. The COR and EOIR's OGC must approve, deny, or request additional information, if needed, within five (5) business days. Such requests must be legally justified to warrant approval, meaning they must be supported by a valid legal reason in compliance with applicable law. The Contractor must document the verbal consent and retain records in accordance with DOJ retention requirements.

12.0 Written Acknowledgment Requirements

12.1 The Contractor must explain to all individuals receiving services under this SOW that they are a Contractor for the DOJ and are not the Program Participant's attorney or representative.

12.2 For all Individualized Consultation and Counseling sessions, the Contractor must also obtain written acknowledgment from each Program Participant stating, in effect, that they: (i) understand the Contractor is not their attorney or representative in any capacity; (ii) voluntarily provided their personal information to the Contractor; (iii) understand that the program cannot guarantee pro bono representation; and (iv) are not represented by an attorney or DOJ Accredited Representative at the time of receiving legal services. The Contractor must submit the written acknowledgment form to the COR for approval prior to use.

12.3 Only one written acknowledgment form is required per individual. The Contractor must retain records of written acknowledgment from each unrepresented individual according to applicable records retention schedules. Written acknowledgment can include electronic signatures. The Contractor will introduce data entry protocols no later than thirty (30) calendar days after the beginning of the task order to confirm that either written acknowledgment has been secured or a waiver for this requirement has been received from the COR for all services entered in the Contractor's information system that require written acknowledgment. The COR may grant exceptions to the written acknowledgment requirement on a case-by-case basis. The COR will deny or approve exceptions to the written acknowledgment within three business days.

Written acknowledgments are considered an official EOIR record and must be maintained by the Contractor as such, according to DOJ record-keeping requirements.

12.4 Providing legal advice alone to an unrepresented Program Participant does not require the Contractor or legal service provider to enter an appearance to represent the Program Participant in proceedings before EOIR pursuant to 8 C.F.R. § 1003.17. The Contractor and any of its subcontractors performing services under this SOW will be bound by ethical obligations and privileges when providing legal advice as required by their state bar and EOIR ethics rules.

13.0 Network Management and Additional Responsibilities

In performing the obligations under this SOW, the Contractor must:

13.1 Coordinate with DHS contractors and other individuals or organizations that the Contractor and COR deem necessary to satisfy performance under this SOW.

13.2 Review available information, such as contact lists, filing deadlines, expiration dates, or other information the Government may provide concerning Program Participants, subject to applicable privacy and confidentiality laws and consistent with any necessary clearances.

13.3 Conduct LASRF services in the language most appropriate for the Program Participant. If the Program Participant does not understand the language in which the services are conducted, the Contractor must provide trauma-informed interpretation.

13.4 Submit any materials produced under this task order to the COR for approval prior to distributing them to Program Participants or pro bono legal representatives. This includes submission of any forms or information collection instruments in any format to collect information from Program Participants. All information collection instruments must comply with the Paperwork Reduction Act.

13.5 Report to the COR any problems that arise related to the performance of the specific tasks in this SOW and consult with the COR to resolve such problems.

13.6 Coordinate with the COR to conduct annual site visits to monitor performance and provide feedback regarding program services at each regional office that the COR designates. The Contractor will conduct site visits remotely with EOIR, unless the Contractor receives written approval from the COR to conduct a site visit in-person under justified circumstances. Following the site visit, the Contractor will draft a written memorandum detailing the site visit, including individual evaluations for each service that is required under Section 6 of this SOW. The Government will review the Contractor's draft and provide feedback for the Contractor to incorporate into the site visit memorandum prior to finalizing the document.

13.7 Conduct monthly conference calls with all LASRF regional offices and the

Government to discuss program operations and performance. The Contractor must record written notes memorializing the attendees, announcements, main points, and other relevant information shared in the monthly conference calls. The Contractor must provide the written conference call notes to the COR within 21 calendar days from the call. The Government and the Contractor may consult with each other to determine instances where written updates can substitute monthly conference calls.

13.8 Ensure that all LASRF service providers, including presenters and consultants, are attorneys, DOJ Accredited Representatives with full accreditation, or other Contractor staff working under the direct supervision of an attorney or DOJ Accredited Representative with full accreditation, with reasonable exceptions to be approved by the COR. Direct supervision means that an attorney or DOJ Accredited Representative with full accreditation is present at the site on the day of services to consult with LASRF staff or, in the event of emergent circumstances preventing on-site presence at the location, is reachable by telephone to consult with LASRF staff prior to the completion of LASRF services on the day the guidance is requested. If the Contractor is providing services via remote technology, direct supervision means that an attorney or DOJ Accredited Representative with full accreditation is available to the LASRF staff by phone within five minutes of LASRF staff sending notice of a need for contact.

13.9 Contract funds are specifically restricted to the services outlined within this SOW and may not be used to provide "representation" within the meaning of 8 C.F.R. §1001.1(m).

*******END OF STATEMENT OF WORK*******