UNITED STATES PROBATION & PRETRIAL SERVICES
DISTRICT OF NEW HAMPSHIRE
55 Pleasant Street - Room 211
Concord, NH 03301

Jonathan E. Hurtig
Chief U. S. Probation Officer
Kevin L. Lavigne
Deputy Chief U. S. Probation Officer

TEL (603) 225-1515
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July 18, 2022

RE: REQUEST FOR PROPOSAL

Dear Vendor:

The United States District Court for the District of New Hampshire is soliciting proposals to provide substance abuse and mental health services (both individual and group counseling), and urine specimen collection for male and female federal offenders who are drug dependent, alcohol dependent, and/or suffering from a psychiatric disorder.

These individuals include persons on probation, supervised release, or parole who are under supervision of the United States Probation Office. This group could also include inmates in the United States Bureau of Prisons who are residing in federal or contract community treatment centers, as well as persons on Pretrial status under the supervision of the United States Pretrial Services.

A Request for Proposal (RFP) can be found at our agency's public website at http://www.nhp.uscourts.gov under the section titled "Treatment Services". Please download the corresponding proposal with solicitation **#0102-23-0007**. If your agency does not have Internet access, please contact Drug and Alcohol Treatment Specialist Scott Christensen at the number listed below or at **Scott_Christensen@nhp.uscourts.gov** and you will be mailed a hard copy of the documents.

The RFP contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained in the RFP. In responding to the RFP, you should answer fully to each item and supply all information requested. Section "L" provides specific directions for potential vendors in completing their proposals. The minimum standards for the services listed are contained in the Clauses and Terms of the Agreement, and all proposals will be evaluated by the criterion laid out in Section "M".

Proposals will be awarded on the basis of initial offers submitted, and each initial offer should contain your organization's best terms from a cost and technical standpoint. There will be no additional opportunity to modify your proposal.

Please read the RFP carefully; do not rely on knowledge of previous RFPs or knowledge of previous federal procurement procedures.

The estimated monthly quantity listed in Section "B" of the RFP is the estimate of the services to be provided during the term of this agreement. It is only an estimate. Although the Government may choose to enter into a Blanket Purchase Agreement with multiple vendors, the Government reserves the right to award to a single vendor.

The term for this Blanket Purchase Agreement is twelve (12) months, with a provision that shall allow the Government to unilaterally extend the agreement for an additional two (2) years, at two (2) twelve (12) month intervals, at the Government's discretion.

A vendor must be capable of providing all services identified in Section "B" and within the geographic area identified in Section "B".

For all proposals, an original and one (1) copy must be received no later than

August 26, 2022 at 4:00 p.m.

and should be mailed or hand delivered to:

U.S. Probation Office
Attn: Scott Christensen, U.S. Probation Officer
55 Pleasant Street, Room 211
Concord, NH 03301

All copies must be originally signed. A copy of the Blanket Purchase Agreement, Clauses and Terms of Agreement should be retained by the vendor for your files. **Please do not submit proposals in binder or notebooks.**

All questions regarding this proposal must be directed in writing to Scott Christensen by email at **Scott_Christensen@nhp.uscourts.gov** no later than August 12, 2022 at 4:00 p.m. Answers to all questions submitted will be addressed to all prospective bidders and posted to our agency website no later than 4:00 p.m. on August 19, 2022.

Sincerely,

Jonathan E. Hurtig
Chief U.S. Probation Officer

/s/ Scott Christensen
Scott Christensen
U.S. Probation Officer

SDC/sdc

AO 367
(Rev. 6/11)

SECTION A — SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0102-23-0007	**07/18/2022**	

4. Issued By:	5. Address Offer To (if other than Item 4):
Jonathan E. Hurtig **U.S. Probation Office** **55 Pleasant Street, Room 211** **Concord, NH 03301**	

SOLICITATION

6. Offers in original and **1** copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

U.S. Probation Office
55 Pleasant Street, Room 211
Concord, NH 03301

until **04:00 PM** *(hour)* local time **08/26/2022** *(date)*

7. For Information call:	
a. Name **Scott Christensen**	b. Telephone **(603) 225-1495**

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OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

10. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	16. ☐ AWARD Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.
12. Telephone No. (Include area code)	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	17A. NAME OF CONTRACTING OFFICER
	17B. UNITED STATES OF AMERICA BY _____ *(Signature Of Contracting Officer)*
14. Signature / 15. Offer Date	17C. DATE SIGNED

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of New Hampshire is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Belknap County, New Hampshire.

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 0 to 1 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.

A Blanket Purchase Agreement is a "charge account" arrangement, between a buyer and a seller for recurring purchases of services. BPAs are not contracts and do not obligate government funds in any way. A contract occurs upon the placement of a call or referral from the Probation/Pretrial Services Office and the vendor's acceptance of the referral. Referrals will be rotated among all the vendors on the BPA. BPAs are valid for a specific period of time, not to extend beyond the current fiscal year. The total duration of this BPA, including the exercise of two 12-month options, shall not exceed 36 months. BPAs will be issued to those vendors determined to be technically acceptable and offering the lowest cost to the Government, using the Evaluation Criteria established in Section M of the Request for Proposal.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. For this solicitation, only those services marked by an "X" under the Required Services column are being solicited. Offerors shall propose on only the required services. Services proposed, but not marked as required, will not be evaluated or included under any resultant agreement. Offerors failing to provide offers on all required services marked, will be considered technically unacceptable.

Note: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per Service item under the BPA. Each vendor placed on the BPA may receive a share of the total quantity stated. However, EMQ's are estimates only and do not bind the government to meet these estimates.

An asterisk * indicates a requirement line item which has been modified under "Local Services."

URINE COLLECTION:

	PROJECT CODE	REQUIRED SERVICES		ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1010	Urine Collection/Testing & Reporting	**2023**	5	
			2024	5	
			2025	5	
				Unit: Price: per specimen	

INTAKE:

	PROJECT CODE	REQUIRED SERVICES		ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	2011	Intake Assessment and Report	**2023**	1	
			2024	1	
			2025	1	
				Unit: per intake (total fee)	

SUBSTANCE ABUSE COUNSELING:

	PROJECT CODE	REQUIRED SERVICES		ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	2010	Individual Counseling	**2023**	10	
			2024	10	
			2025	10	
				Unit: per 30 minute session	

	PROJECT CODE	REQUIRED SERVICES		ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	2020	Group Counseling	**2023**	26	
			2024	26	
			2025	26	
				Unit: per 30 minute session	

PSYCHOLOGICAL/PSYCHIATRIC WORK-UP, EVALUATION, AND REPORT:

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE

X	5011	Mental Health Intake Assessment and Report	**2023**	1	
			2024	1	
			2025	1	
				Unit: per report	

MENTAL HEALTH COUNSELING:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	6010	Individual Counseling	**2023**	10	
			2024	10	
			2025	10	
				Unit: per 30 minute session	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1501	Administrative Fee	**2023**	Unknown	5% of fees collected by vendor
			2024	Unknown	
			2025	Unknown	

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Probation Form 45 for each defendant/person under supervision that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Probation Form 45 for each defendant/person under supervision. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/person under supervision in the Probation Form 45. The United States Probation or Pretrial Services Officer may provide amended Probation Form 45's during treatment. The United States Probation/Pretrial Services Office will notify the vendor in writing via Probation Form 45 when services are to be terminated and the Judiciary shall not be liable for any services provided by the vendor subsequent to the written notification.

INTRODUCTION

A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/persons under supervision who are drug-dependent, alcohol-dependent, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/persons under supervision supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO or USPSO).

Note regarding pretrial services defendants: The vendor shall not ask questions pertaining to the instant offense (pending charges), or ask questions or administer tests that compel the defendant to make incriminating statements or provide information that could be used in the issue of guilt or innocence. If such information is divulged as part of an evaluation or treatment, it shall not be included on the written report.

B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.

C. The judiciary will refer clients on an "as needed basis" and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

DEFINITIONS

A. **"Offer"** means **"proposals"** in negotiation.

B. **"Solicitation"** means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

C. **"Judiciary"** means United States Government.

D. **"Director"** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other office for purposes of that section), and the term "his/her duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

E. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.

F. **"Contracting Officer"** means the person designated by the Director or his/her duly authorized representative to execute this Agreement on the behalf of the Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.

G. **"Client"** means any pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, and or sex offense specific evaluation/treatment/testing while under the supervision of the Federal Probation or Pretrial Services System. Hereinafter, the term defendant applies to those on pretrial supervision, whereas person under supervision applies to those on post-conviction supervision.

H. **"U.S. Probation Officer"** (i.e., USPO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment and/or sex offense specific evaluation/treatment/testing.

I. **"Chief U.S. Probation Officer"** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

J. **"U.S. Pretrial Services Officer"** (i.e., USPSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of a client

receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, and/or specialized treatment for pretrial defendants charged with a sex offense.

K. **"Chief U.S. Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

L. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental health treatment matters.

M. **"Federal Bureau of Prisons"** is the federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and residential re-entry centers who have been sentenced by the federal courts.

N. **"Clarifications"** are limited exchanges, between the Judiciary and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.

O. **"AOUSC"** refers to the Administrative Office of the U.S. Courts.

P. **"USPO/USPSO"** refers to the U.S. Probation Officer/U.S. Pretrial Services Officer.

Q. **"Probation Form 45"** is the referring document submitted by the USPO/USPSO per defendant/person under supervision that outlines the services the vendor is authorized to provide.

R. **"Monthly Treatment Log"** is a document the vendor will use for each defendant/person under supervision to verify services are being offered/provided per Probation Form 45 requirements. The Monthly Treatment Log includes a place for defendant/person under supervision to sign in/out for each service, comments, and information for the USPO/USPSO on the defendant's/person under supervision's treatment progress. This document accompanies the monthly invoice.

S. **"NIDT"** is a Non-Instrumented Drug Testing Device.

T. **"COR"** means the Contracting Officer Representative.

U. **"Case Staffing Conference"** is a meeting between the Officer and the provider to discuss the needs and progress of the defendant/person under supervision. The defendant/person under supervision may or may not be present at the conference.

V. **"DSM"** is the Diagnostic and Statistical Manual of Mental Disorders.

W. **"Co-payment"** is any payment from defendant/person under supervision or third-party reimbursement.

X. **"PPSO"** is the Probation and Pretrial Services Office, Administrative Office of the US Courts.

Y. **"PCRA"** means the Post-Conviction Risk Assessment, which is an assessment administered by the USPO with the person under supervision used to determine risk level, identify dynamic risk factors (criminogenic needs) and criminal thinking.

MANDATORY REQUIREMENTS

For Project Codes in Section B, the corresponding paragraphs in this statement of work shall be considered mandatory requirements, as well as the sections listed below:

A. Defendant/Person under supervision Reimbursement and Co-payment
B. Deliverables
C. Notifying USPO/USPSO of Defendant/Person under supervision Behavior
D. Staff Requirements and Restrictions
E. Facility Requirements
F. Local Services (if applicable)

1. **Urine Collection, Instrumented Testing and Reporting (1010)**

The vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens:

a. **Storage of Urinalysis Supplies**

The vendor shall:

(1) Store all urinalysis supplies in a secure area with access limited only to authorized vendor employees involved in the collection process.

(2) Prevent defendant/person under supervision access to the secure storage areas.

b. **Secure Collection Area**

The vendor shall:

(1) To the extent possible, provide a lavatory only for collecting urine specimens that is not used by staff or others not providing urine

specimens.

(2) If the lavatory is used by others not providing a urine specimen, the vendor shall:

(a) Limit the possibility of any interference with the collection process or adulteration of the specimen; and
(b) Limit access during the collection process to only those involved in the collection of urine specimens.

c. **Safety Precautions and Collector Training.**

(1) The vendor shall ensure that collectors receive appropriate detailed training that includes a review of the federal OSHA Bloodborne Pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document such training in their personnel file and the employee must certify they have received and understand such training. The vendor shall provide the documentation to the USPO/USPSO upon request.

(2) The vendor shall ensure that all personnel handling urine specimens wear disposable gloves designed for protection against bio-hazards, and are familiar with standard precautions for handling bodily fluids.

d. **General Urine Specimen Collection Procedures**

(1) The vendor shall ensure defendants/persons under supervision:

(a) Remove jackets, coats and large pocket items before entering the collection area. These items can be placed on a hook or table inside the collection area.
(b) Set aside purse or other carried items. These items can remain in the collection areas; however, must remain outside of immediate access from the defendant/person under supervision.
(c) Vigorously wash their hands using soap and water, then thoroughly rinse their hands to remove all soap and any adulterants from under the fingernails or on the skin, and finally dry their hands completely prior to voiding.
(d) Roll up long-sleeved shirts so the collector can examine defendant's/person under supervision's arms to detect tampering devices or adulterants.

(3) The vendor shall ensure that the collectors:

(a) Verify the identity of the defendant/person under supervision by means of a state driver's license, state identification or other acceptable form of photo identification.
(b) Collect specimens from only one donor at a time. Both the

donor and the collector shall keep the specimen collection container in view at all times prior to it being sealed and labeled.

(c) Complete a Chain of Custody (provided by the USPO/USPSO) before a defendant/person under supervision voids following the chain of custody procedures, and peel the Barcode label from the Chain of Custody form and place it on the bottle.

(d) Collect a minimum of 30 milliliters of urine to allow the laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted, unless specifically authorized by the Probation or Pretrial Services Office, as the nationally contracted laboratory will not test it due to insufficient quantity.

(e) Not flush urinals/toilets until the collection is completed and the collector advises it is safe to do so (a coloring agent is not necessary for direct observation of urine collection).

(f) Observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration, or any unusual collection events or discrepancies.

(g) Close and tightly secure the specimen collection container, or have the defendant/person under supervision close the specimen collection container, to ensure it will not leak. In the event the defendant/person under supervision secures the collection container, the collector shall ensure it was tightly secured.

(h) Review the temperature of the specimen to determine if it is near body temperature, if applicable. The temperature of the specimen should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.

(i) Use ~~a~~ tamper evident tape or label across the top of the bottle cap and down the sides of the bottle, and the collector or defendant/person under supervision shall initial the tamper tape or label.

(j) Sign the Specimen Collection Statement of the Chain of Custody Form. The collector shall not sign the certification area of the form until the collection process is completed.

(k) Have the defendant/person under supervision sign the Chain of Custody Form.

(l) Notify the USPO/USPSO, or follow other notification protocols outlined by the USPO/USPSO, within 24 hours if the defendant/person under supervision fails to report for a drug test, does not provide a urine specimen that is suitable for testing (e.g., an insufficient amount, stall, adulterated), admits drug use, or attempts at subterfuge.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

(1) Directly observe defendants/persons under supervision voiding into a specimen collection container. Collectors observing the voiding process shall be the same gender as the defendant/person under supervision providing the specimen (no exceptions).

(2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process. The USPO/USPSO must approve such use of mirrors.

f. **Unobserved Urine Specimen Collection Procedures**

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen. The vendor shall ensure that collectors:

(1) Take unobserved specimens **only** when the defendant/person under supervision and the collector are not of the same gender or it is virtually impossible to collect an observed specimen. If circumstances necessitate the collection of unobserved specimens, the vendor shall contact the USPO/USPSO for approval prior to the collection.

(2) Secure any source of water in the area where the collection occurs, by either shutting off the water or securing its access with tamper evident tape.

(3) Remove and/or secure any agents that could be used in an attempt to adulterate the specimen, such as soaps, cleaners and deodorizers.

(4) Clearly document on the Chain of Custody Form any unobserved collection.

(5) Use a temperature strip to measure urine specimen temperatures which should range between 90 and 100 degrees Fahrenheit. The time from voiding to temperature measurement is critical and in no case shall exceed 4 minutes.

(6) Obtain a second specimen from defendant/person under supervision whose urine specimen temperature is outside the range in (5) above.

(7) Place a blue or green colored toilet bowl cleaner or coloring agent in the commode or bowl for commodes without holding tanks to deter dilution of the specimen with commode water.

(8) Follow all general collection procedures in subsection d above.

g. **Urine Specimen Mailing and Storage** (For specimens shipped or

transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

(1) Every specimen shipped or transferred to a testing facility is contained in a collection container specifically designed to withstand the rigors of transport. All collection containers shall be provided by the Judiciary.

(2) The collector places the specimen and corresponding Chain of Custody Form in the approved shipping container and places such containers in the custody of an approved delivery service or courier;

(3) The collector notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory. This notification shall be given no later than the close of business the day the specimens are collected, or the morning of the day following the collection.

(4) Urine specimens are refrigerated if specimens are retained and not shipped the same day.

(5) Refrigerated urine specimens are not retained **longer than** 48 hours before they are sent to the laboratory. If urine specimens are retained longer than 48 hours due to an emergency or USPO/USPSO approved exigent circumstance, the specimens must be frozen.

(6) Urine specimens are stored in a secure area or locked refrigerator/freezer with access limited only to collectors or other vendor authorized personnel. The refrigerator temperature shall not exceed 43 degrees Fahrenheit and its temperature should be periodically monitored and documented.

h. **"No Test" Policy**

The urinalysis laboratories under national contract with the AOUSC **will only test** urine specimens if all of the following conditions are met.

(1) The specimen bottle contains no less than 10 milliliters of urine.

(2) The specimen security seal or tamper evident system (e.g., tape) is present and intact.

(3) The specimen bar code label is present.

(4) The specimen is accompanied by the Chain of Custody Form.

(5) The specimen identifier (i.e., bar code number) on the bottle is identical to the number on the Chain of Custody Form.

(6) The collector's signature is on the Chain of Custody Form.

When any of the above conditions are not met, "No Test" will be stamped on the request report form and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that **all** of the above conditions are present for specimens sent to the national drug testing laboratories for testing. For districts using a local or regional laboratory for testing of samples, the Chain of Custody Form shall also include the signature of the defendant/person under supervision.

For specimens that are received by the national drug testing laboratories or local or regional laboratories and are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district for the cost of the collection. The USPO/USPSO will provide notification to the vendor of untestable specimens.

i. **Random Urine Specimen Collection Procedures**

The vendor shall provide random urine specimens collections in accordance with the following:

(1) The vendor shall collect random urine specimens at the frequency determined and authorized in the Probation Form 45.

(2) The vendor shall collect random urine specimens when the defendants/person under supervision have less than 24 hours notice that a urine specimen is to be submitted.

(3) The vendor shall not alter a randomly scheduled urine collection without the approval of the USPO/USPSO.

(4) Upon request of the USPO/USPSO, the vendor shall develop and operate an automated phone notification system for random urine collections. The vendor shall obtain the approval of the USPO/USPSO for the design and operation of the phone-based system before putting it into use.

j. **Urine Specimen Collection Records and Reports**

(1) **Urinalysis Testing Log**

The vendor shall maintain a log approved by the USPO/USPSO for all urinalysis specimens collected which shall indicate:

(a) Defendant/person under supervision's name and PACTS number.
(b) Vendor name and agreement #
(c) Month/Year
(d) Collection Date

(e) Defendant's/person under supervision's signature
(f) Collector initial
(g) Bar Code number
(h) Special tests requested, and
(i) Drugs or medications taken
(j) Co-pay collected (if applicable)

NOTE: Allowing anyone undergoing treatment to see the names or signatures of defendants/person under supervision violates federal confidentiality regulations regarding disclosure of drug or alcohol treatment records.

k. **National Contract Urinalysis Laboratories**

Urine specimens are analyzed under a separate contract with the AOUSC. Upon award, the USPO/USPSO shall notify the vendor that it uses a national contract testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

l. **Onsite Screening Urinalysis Laboratory**

Urine specimens are analyzed by onsite laboratories at some locations in Probation and/or Pretrial Services Offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the USPO/USPSO shall notify the vendor that it uses an on-site testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

Substance Use Services

2. **Substance Use Intake Assessment Report (2011)**

This is comprehensive biopsychosocial intake assessment and report which shall be conducted by a state certified addictions counselor or a clinician who meets the standards of practice established by his/her state's regulatory board. The assessor shall identify the defendant's/person under supervision's substance use severity based upon the most current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (i.e., DSM), strengths, weaknesses, and readiness for treatment. Assessments shall be conducted face to face, unless otherwise approved by the USPO/USPSO.

Within 15 business days of receiving the referral, any time frame exceptions shall be approved by the USPO/USPSO and documented by the vendor (within the defendant/person under supervision file), the vendor shall provide:

(a) A comprehensive diagnostic interview for each defendant/person under supervision, to include a structured diagnostic instrument (examples include, but are not limited to, the Substance Abuse Subtle Screening Inventory (SASSI), Addiction Severity Index (ASI), or Structured Clinical Interview for DSM).

(b) A typed report to the USPO/USPSO **within 10 business days** of the vendor's completion of the diagnostic interview with the defendant/person under supervision. At a minimum, the assessment report shall address the following:

(1) Basic identifying information and sources of the information for the report;

(2) Diagnostic impression;

(3) A biopsychosocial profile of symptoms that are related to substance use and mental health diagnoses, if applicable;

(4) The target treatment problem which will be the primary or central focus of the initial treatment plan;

(5) Risk, need, responsivity as indicated by the PCRA (applicable to post-conviction cases only and when assessment information is provided by USPO)

(6) The severity of the defendant's/person under supervision's substance use disorder (mild, moderate, severe); and

(7) A treatment recommendation as to the level/frequency and type of service appropriate to address the identified problems.

The comprehensive diagnostic interview report shall not be a synopsis and/or overview of the presentence report, pretrial services report or any other institutional progress reports provided by the USPO/USPSO to the vendor for background information.

3. **Substance Use Counseling**

Counseling is a clinical interaction between defendant/person under supervision and a trained and certified/credentialed counselor. The interactions are deliberate and based on various clinical modalities, which have demonstrated evidence to change behavior. Treatment shall include the use of cognitive and behavioral techniques, including but not limited to cognitive restructuring, skill building using a structured learning approach (including modeling, role play and feedback), and teaching the skill of problem solving to change defendant/person under supervision thought patterns while teaching pro-social skills. The vendor shall incorporate motivational engagement techniques throughout the counseling process.

Substance use counseling shall include assessing the defendant/person under supervision to determine appropriate treatment dosage. Vendor recommendations for services shall incorporate one or more of the services referenced below (1 through 5) for each defendant/person under supervision. Treatment dosage, including level of care, shall be based on need of the defendant/person under supervision, and re-evaluated no less than every 90 days. As the defendant/person under supervision progresses or regresses in their treatment, the vendor shall provide recommendations for changes in service intensity.

The vendor shall provide:

a. The services below (1 through 5) or any combination thereof as indicated on the Probation Form 45 for each defendant/person under supervision:

(1) **Individual Counseling (2010)** to one (1) defendant/person under supervision;

(2) **Group Counseling (2020)** to two (2) or more defendants/persons under supervision but no more than twelve (12);

b. For counseling identified for project codes **2010, 2020, 2030, 2040, and 2090,** the vendor shall:

(1) Provide treatment only as directed on the Probation Form 45, and shall initiate services within 10 business days of receiving the initial or amended Probation Form 45, any time frame exceptions shall be approved by the USPO/USPSO and documented by the vendor (within the defendant/person under supervision file).

(2) Provide for emergency services (e.g., after hours staff phone numbers, local hotlines) for defendants/persons under supervision when counselors are not available.

(3) Ensure that treatment plans are created with the defendant/person under supervision at the beginning of programming and shall include, but are not limited to: (a) short and long-term goals for the defendant/person under supervision (for post-conviction, goals should relate to the person under supervision's risk, needs, and responsivity, as provided by the USPO/USPSO); (b) measurable objectives; (c) define the type and frequency of services to be received; (d) specific criteria for treatment completion; and (e) the anticipated time-frame for completion. Treatment

plans shall be reviewed at least every 90 days, and include the defendant's/person under supervision's input, updates to items (a) – (e) aforementioned, justification for continued need for treatment, and any feedback provided by the USPO/USPSO. The plan should include information on family and significant others involvement (i.e., community support programs, etc.).

NOTE: Initially and after every update, or at least every 90 days, the treatment plan should be attached to the Monthly Treatment Log and submitted with the invoices provided to the USPO/USPSO.

(4) Ensure that only face-to-face contacts with the defendant/person under supervision (or family) are billed, unless otherwise approved by the USPO/USPSO, and that emergency telephone calls, e-mails, texts, etc. are factored into the unit price.

(5) Ensure that a typed discharge summary is submitted to the USPO/USPSO **within 15 business days after** treatment is terminated. The summary shall outline the reason for concluding contract services, (i.e., the defendant/person under supervision responded to treatment and treatment is no longer needed, or the defendant/person under supervision failed to respond to treatment). Additionally, the discharge summary shall include recommendations for community-based aftercare that the defendant/person under supervision can readily access. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated.

(6) Ensure that counselors notify the USPO/USPSO, or follow other notification protocols outlined by USPO/USPSO, within 24 hours if the defendant/person under supervision fails to report for treatment or conduct violating a condition of supervision occurs. Any factors that may increase risk or identified third-party risk issues shall be immediately communicated to the USPO/USPSO, or follow other notification protocols outlined by the USPO/USPSO.

c. For **substance use treatment services** performed for project codes **2010, 2020, 2030, 2040,** and **2090** the vendor shall ensure that all personnel meet the following qualifications:

(1) Principal counseling services practitioners shall have at least one of the following (a or b):

(a) an advanced degree (masters or doctoral level) in behavioral science, preferably psychology or social work,

(b) a BA/BS and at least two years of drug treatment training and/or experience.

(2) Counselors shall be certified and/or have credentials to engage in substance use treatment intervention as established by his/her state's regulatory board and/or accrediting agency.

(3) Paraprofessionals are **only** used under the supervision of a staff member who meets the requirements described in item numbers (1) and (2) above, and after obtaining the approval of the contracting officer or designee. Interns may be considered paraprofessionals.

4. **Mental Health Intake Assessment and Report**

Within 15 business days of receiving the referral, any time frame exceptions shall be approved by the USPO/USPSO and documented by the vendor (within the defendant/person under supervision file), the vendor shall provide:

a. **Mental Health Intake Assessment and Report (5011)-** performed by a masters or doctoral level clinician who is licensed or certified and meets the standards of practice established by his/her state regulatory board. The assessment could also be conducted by a non-licensed masters level clinician under the supervision of a licensed professional in accordance with state licensing standards.

The vendor shall provide:

(1) At least one comprehensive clinical/diagnostic interview utilizing a structured interview tool such as the Structured Clinical Interview for DSM.

(2) A typed report shall be provided to the USPO/USPSO within 10 business days of the vendor's completion of the diagnostic interview with the defendant/person under supervision and must include more than simply a synopsis or overview of presentence and/or pretrial services reports or institutional progress reports provided by the USPO/USPSO to the vendor for background information. The written report shall, at minimum, include the following:

(a) Basic identifying information and sources of information for the report (to include current counselors);
(b) A mental status examination including physical appearance, orientation, mood/affect, intellectual functioning, suicidal or

homicidal ideation, social judgment and insight, psychiatric symptoms, current level of dangerousness to self/others, etc., and possible indicators supporting the need for further testing and/or treatment;

(c) Summary of the defendant's/person under supervision's mental health as it relates to supervision;

(d) Any identifying background information, outpatient/inpatient mental health history, family/medical history, substance use history, current social situation (i.e., source of income, employment, environment), DSM diagnosis (if applicable) and treatment recommendations (if applicable);

(e) Recommendations for further assessments if the assessment clearly identifies the need for treatment, need for additional assessments or testing (including assessment to determine need for psychotropic medications or a further substance use evaluation), as well as a treatment recommendation as to the level/frequency and type of services appropriate to address the identified problems, if applicable.

(3) The vendor shall contact the USPO/USPSO, or follow other notification protocols outlined by the USPO/USPSO, **within 24 hours** if the defendant/person under supervision fails to report for the evaluation.

5. **Mental Health Counseling**

Counseling is a clinical interaction between a defendant/person under supervision and a psychiatrist, psychologist, or masters or doctoral level practitioner who is licensed or certified by his/her state's regulatory board. These services could also be conducted by a provisionally licensed masters or doctoral level clinician under the supervision of a licensed professional, in accordance with state licensing standards. The interactions shall be deliberate and based on clinical modalities, which have demonstrated evidence to stabilize mental health symptoms.

Treatment shall incorporate one or more of the services referenced below (1 through 5) for each defendant/person under supervision. Treatment dosage, including level of care, shall be based on need of the defendant/person under supervision, and re-evaluated no less than every 90 days.

As the defendant/person under supervision progresses or regresses in their treatment, the vendor shall provide recommendations for changes in service intensity.

The vendor shall provide:

a. Treatment only as directed on the Probation Form 45, and shall initiate services

within 10 business days of receiving the initial or amended Probation Form 45, any time frame exceptions shall be approved by the USPO/USPSO and documented by the vendor (within the defendant/person under supervision file). All the following services, may be ordered on the Probation Form 45 individually or in any combination:

(1) **Individual Counseling (6010)** to one (1) defendant/person under supervision.

The vender shall ensure that:

(a) **Mental Health Counseling, i.e., 6010, 6020, 6021, 6028, and 6030** are provided by a licensed/certified psychiatrist, psychologist, or masters or doctoral level practitioner who meets the standards of practice to perform psychotherapy/counseling services as established by his/her state's regulatory board.

(b) Practitioners prepare treatment plans that shall include, but are not limited to: (1) short and long-tern goals the defendant/person under supervision will be attempting to achieve (for post-conviction, goals should relate to the person under supervision's risk, needs, and responsivity, as provided by the USPO/USPSO); (2) measure objectives which relate to the achievement of the corresponding goals; (3) define the type and frequency of services to be received; (4) specific criteria for treatment completion; and (5) the anticipated time-frame for completion of the short-term goals, as well as estimated time frame for completion of long-term goals. Treatment plans shall be reviewed at least every 90 days, and include the defendant's/person under supervision's input, updates to items (1) – (5) aforementioned, justification for continued need for treatment, and any feedback provided by the USPO/USPSO. The plan should include information on family and significant others involvement (i.e. community support programs, etc).

NOTE: Initially and after every update, or at least every 90 days, the treatment plan should be attached to the Monthly Treatment Log and submitted with invoices provided to the USPO/USPSO.

(c) Emergency services (e.g., after hour phone numbers, local hotlines) shall

be available for defendants/persons under supervision when counselors are unavailable. Emergency telephone calls, texts, e-mails, etc. shall be included in the basic unit prices.

(d) Only face-to-face contacts between practitioner and defendant/person under supervision (or family) are invoiced, unless otherwise approved by the USPO/USPSO.

(e) A typed discharge summary is submitted to the USPO/USPSO **within 15 business days after** treatment is terminated. The summary shall outline the reason for concluding contract services, (i.e., whether the defendant/person under supervision responded to treatment and treatment is no longer needed, or whether the defendant/person under supervision failed to respond to treatment). Additionally, the discharge summary shall include recommendations for community-based aftercare the defendant/person under supervision can readily access. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated.

(f) Counselors shall notify the USPO/USPSO, or follow other notification protocols outlined by the USPO/USPSO, within 24 hours if the defendant/person under supervision fails to report for treatment or conduct violating a condition of supervision occurs. Any factors that may increase risk or identified third-party risk issues shall be immediately communicated to the USPO/USPSO.

6. **Defendant/Person under supervision Reimbursement and Co-Payment**

The vendor shall:

a. Collect any co-payment authorized on the Probation Form 45 and deduct any collected co-payment from the next invoice to be submitted to the judiciary (note that co-payment cannot exceed the cost of the service provided);

b. Accept more than one co-payment type (e.g. check, credit card, cash, cashier's check, web-based transactions, etc.).

c. Provide bills and receipts for co-payments to defendants/persons under supervision. Receipts shall be provided to the defendant/person under supervision

at the time of payment collection. The vendor shall keep an individualized record of co-payment collection, make it available for the USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in the amount owed;

d. Document within the Monthly Treatment Log any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

e. In conjunction with submission of invoices, provide an outstanding co-payment due report itemizing the total amount outstanding per defendant/person under supervision.

f. Reimburse the Judiciary as directed in Section G.

Note: The vendor may charge an **Administrative Fee (1501)** which is a reasonable monthly fee, to administer the collection of fees from defendants/persons under supervision, not exceeding five (5) percent of the monthly funds collected.

7. **Deliverables**

a. **Defendant/Person under supervision Records and Conferences**

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/persons under supervision to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall provide access to all files available for review (format shall be specified by the USPO/USPSO, e.g. paper copy, flash drive, electronic access, etc.) immediately upon request of the USPO/USPSO or designee.

(b) If maintaining paper files, segregate defendant/person under supervision files from other vendor records. This will facilitate monitoring and promote defendant/person under supervision confidentiality.

(c) Keep a separate file for each defendant/person under supervision.

(d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in treatment with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information

covered under the Pretrial Services Confidentiality Regulations.

(e) Identify any records that disclose the identity of a defendant/person under supervision as **CONFIDENTIAL.**

(f) Keep all defendant/person under supervision records for three years after the final payment is received for Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

(g) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or designee a copy of all defendant/person under supervision records that have not been previously furnished, including copies of chronological notes.

NOTE: The vendor shall comply with the HIPAA privacy rule Security Standards for the Protection of Electronic Protected Health Information set forth at 45 C.F.R. § 164.302 to 318 with regard to electronic information.

b. **Disclosure**

The vendor shall:

(1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4),(5), (6), and (7) below.

(2) Obtain defendant's/person under supervision's authorization to disclose confidential health information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.

(3) Disclose defendant/person under supervision records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.

(4) Make its staff available to the USPO/USPSO to discuss treatment of a defendant/person under supervision.

(5) Disclose defendant/person under supervision records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and Part 164). The vendor shall disclose records only after advising the

USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.

(6) Not disclose "pretrial services information" concerning pretrial services clients. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

(7) The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

(8) Ensure that all persons having access to or custody of defendant/person under supervision records follow the disclosure and confidentiality requirements of this agreement and federal law.

(9) Notify the USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/person under supervision records.

Note: The Judiciary agrees to provide any necessary consent forms that federal, state or local law requires.

c. **File Content**

The vendor's file on each defendant/person under supervision shall contain the following records:

(1) **Chronological Notes** that:

(a) Record all contacts (e.g., face-to-face, telephone, text, e-mail, etc,) with

the defendant/person under supervision including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.

(b) Are in accordance with the professional standards of the individual disciplines and with the respective state law on health care records.

(c) Include, but are not limited to, sessions attended, topics covered during sessions, defendant's/person under supervision's participation, goals of treatment, the methods/methodologies and/or type of therapy used, changes in treatment, the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failure to attend, failed assignments, rule violations and consequences given should be recorded.

(d) Are current and available for review by the USPO/USPSO or designee and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

(e) Chronological notes shall be legible, and be dated and signed by the practitioner.

(2) Probation Form 45 and **Amended Probation Form 45** that:

(a) Identifies vendor services to be provided to the defendant/person under supervision and billed to the Judiciary under the terms of agreement, and any co-payments due by the defendant. Note: the Judiciary is not required to reimburse for any services that were not authorized on the Probation Form 45, or any services provided in excess of services authorized.

(b) USPO/USPSO prepares prior to, during, or immediately after the case staffing conference. The Probation Form 45 authorizes the vendor to provide services (e.g., intake assessment and report, group counseling, individual counseling) to the defendant/person under supervision.

(c) USPO/USPSO shall amend the Probation Form 45 when changing the services~~,~~ the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts) and upon termination of services.

(3) **Authorization to Release Confidential Information** (Probation Forms

11B, 11E, or 11I, and PSA Forms 6B, or 6D) that:

(a) The defendant/person under supervision and USPO/USPSO and/or other witness sign prior to the defendant's/person under supervision's first appointment with the treatment provider.

(b) The vendor shall have a signed release of information before releasing any information regarding the defendant/person under supervision or the defendant's/person under supervision's treatment and progress to the USPO/USPSO**.**

(4) **Monthly Treatment Log**

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, with one Monthly Treatment Log per defendant/person under supervision.
(b) Summarizes defendant's/person under supervision's scheduled contacts during the month (per project code), to include notation/comment indicating any failure to report on scheduled dates.
(c) Defendant/person under supervision shall sign-in upon arrival to include the time in and time out of service with the vendor initialing to verify accuracy of time in/time out.
(d) Documents any defendant's/person under supervision's co-payment,
(e) Documents defendant's/person under supervision's treatment progress (goals, steps taken to meet goals, need for continued treatment, client behavior and commitment to treatment, overall progress, obstacles or setbacks, how USPO/USPSO can assist, etc.), and
(f) USPO/USPSO or designee uses to certify the monthly invoice.
(g) For residential placements, only required to obtain defendant/person under supervision signature on first and last day of placement.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/person under supervision violates federal confidentiality regulations regarding treatment records.

(6) **Urinalysis Testing Log** (if applicable) that:

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.

(b) Shall record all collected urinalysis specimens and indicate:

(1) Defendant's/person under supervision's name and PACTS

number
(2) Vendor name and agreement #
(3) Month/Year
(4) Collection Date
(5) Defendant's/person under supervision's signature
(6) Collector's initials
(7) Bar Code number (if applicable)
(8) Special tests requested (if applicable)
(9) Drugs or medication taken
(10) Test Results (if applicable)
(11) Co-pay collected (if applicable)

(c) Shall record any unusual occurrences in the collection process, and in the specific gravity and temperature readings (if applicable).

(d) The vendor shall submit for USPO/USPSO approval if vendor Urinalysis Testing Log form differs from the sample form.

(e) The vendor shall ensure that a defendant/person under supervision signing or initialing an entry Urinalysis Log cannot see the names or signatures of other defendants/person under supervision.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/person under supervision violates federal confidentiality regulations regarding treatment records.

d. **Case Staffing Conference**
Upon USPO/USPSO referral of a defendant/person under supervision to the vendor, the vendor shall:

(1) Participate in a 3-way meeting with the USPO/USPSO, defendant/person under supervision and vendor for an initial case staffing.

(2) Communicate with the USPO/USPSO face-to-face, via a telephone conference, or through collaborative text or e-mail communication, at least every 30 days to discuss the defendant's/person under supervision's progress in treatment.

(3) Consult and meet as requested by the USPO/USPSO.

NOTE: The price of case staffing conferences and consultations are included in the prices in Section B.

e. **Vendor Reports (Substance Use, Mental Health, and Sex Offense Specific**

Treatment Reports)

The vendor shall:

(1) Provide a report on the defendant's/person under supervision's treatment progress upon USPO/USPSO's request. Reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed.

(2) Provide a written recommendation in the report to whether or not a defendant's/person under supervision's treatment shall be continued or terminated.

(3) If the vendor recommends treatment termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/person under supervision responded to treatment and no longer needs aftercare, or whether the defender/person under supervision failed to respond to treatment)

f. **Vendor Testimony**

The vendor, its staff, employees, and/or subcontractors shall:

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and

(i) a request by the United States Probation and/or Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or

(ii) in response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/person under supervision's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.

(3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.

(4) Receive necessary consent/release forms required under federal, state or local law from the Judiciary.

(5) Not create, prepare, offer, or provide any opinions or reports, whether

written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

g. **Emergency Contact Procedures**

The vendor shall establish and post emergency (24 hours/ 7 days a week) contact procedures (i.e., crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), for times when counselors are not available.

8. **Notifying USPO/USPSO of Defendant/Person under supervision Behavior**

The vendor shall:

a. Notify the USPO/USPSO, or follow other notification protocol outlined by the USPO/USPSO, within 24 hours or as specified in writing by the Contracting Officer of defendant/person under supervision behavior including but not limited to:

(1) Positive drug or alcohol test results.

(2) Attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage.

(3) Attempts or offers of bribery.

(4) Attempts at subterfuge and/or failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).

(5) Failure to appear as directed for any scheduled service, including but not limited to, urine collection, evaluation, assessment, counseling session or alcohol test (i.e., no show).

(6) Failure to follow vendor staff direction.

(7) Apparent failure to comply with conditions of supervision.

(8) Any behavior that might increase the risk of the defendant/person under supervision to the community.

Note: Vendor shall report any information from any source regarding a

defendant's/person under supervision's apparent failure to comply with conditions of supervision.

9. **Staff Requirements and Restrictions**

The vendor shall ensure that:

a. After award, persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/person under supervision files.

b. After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/person under supervision files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.

c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) or required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor shall they have access to defendant/person under supervision files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.

d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, shall not perform services under this agreement or contract nor shall they have access to defendant/person under supervision files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.

e. The vendors and its employees shall:

(1) Avoid compromising relationships with defendants/person under supervision and probation or pretrial services staff, and

(2) Not employ, contract with, or pay any defendant/person under supervision or defendant's/person under supervision's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement.

(3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee.

(4) Report to the USPO/USPSO any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.

f. The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience and education requirements, or changes thereof. The vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.

g. Failure to comply with the above terms and conditions could result in termination of this agreement.

10. **Facility Requirements:**

The vendor shall ensure that its facility(ies) has adequate access for defendants/person under supervision with physical disabilities.

Should a vendor and/or subcontractor choose to relocate a facility within the catchment area, the vendor shall provide the USPO/USPSO written notification no less than 30 days prior to relocation and include the facility address. The vendor shall provide copies of all applicable business and/or operating licenses, as required by state and local laws and regulations, as well as copies of compliance with all federal, state and local fire, safety and health codes. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP.

11. The vendor shall comply with all applicable state, federal and local laws and regulations when performing services required under this contract or agreement. Failure to do so may result in immediate termination, and subject the vendor to civil and/or criminal penalties.

12. **Local Services**

NOTE: When an asterick (*) is indicated in Section B for a project code, the vendor shall comply with additional requirements as outlined below.

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and subcontractor shall:

(a) Maintain a physical facility, within the identified catchment area, that meets all applicable federal, state and local regulations (e.g., building codes). In the event the physical facility does not provide adequate access for defendants/persons under supervision with physical disabilities (e.g. no elevator access to second floor office space, etc.), the vendor shall have access to an alternate facility/space within the identified catchment area that meets the requirements.

(b) Not endanger the health and safety of employees, clients and the community.

(c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

E.2 Clause B-5 Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: **http://www.uscourts.gov/procurement.aspx**

The clauses listed below are applicable to Agreements and Contracts at any value.

Clause 2-5A Inspection of Products	**(APR 2013)**
Clause 2-5B Inspection of Services	**(APR 2013)**

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Offenders and Defendants (Mandatory Requirements)

a. In an effort to protect the community by providing outpatient treatment services, the vendor shall have the capability to immediately place Federal defendants/persons under supervision in outpatient assessment/testing/evaluation/treatment or drug/alcohol testing without regard to any placement backlog or waiting lists.

b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space, recognizing priority placement above other referrals.

c. The vendor shall not unilaterally refuse services to any defendant or offender referred by the Government, except where the defendant/person under supervision poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.

d. Termination of defendants/persons under supervision from treatment or other authorized services, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.

e. The contractor shall not tell defendants/persons under supervision to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

F.2 The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, and G of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 Contact Point for Assistance

a. Contact the person listed in block 7 on the form **Solicitation/Offer/Acceptance**, in Section A, p. 1 of the Request For Proposals (RFP).

G.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

a. Maintain its fiscal records according to generally accepted accounting principles.

b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.

c. Keep all defendant/person under supervision records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

G.3. Invoices (Mandatory Requirement)

The vendor shall:

a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Treatment Log, Urinalysis Log** and documentation of any vendor related travel (if applicable) shall be submitted to the USPO/USPSO.

b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.

c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:

(1) Individual defendant/person under supervision names and identifying numbers, and

(2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

Note: The Administrative Office encourages computer generated billing and will accept a vendor's invoice form that contains the same information as the Administrative Office invoice. The vendor shall only submit invoices electronically in a manner approved by the Contracting Officer and in compliance with 45 C.F.R. § 164.302 to 164.318.

d. Submit with the invoice a certification by an authorized official of the vendor that the invoice, said signature can be electronic or physical:

(1) Is correct and accurate to the best of his/her knowledge, and

(2) Includes only charges for services actually provided to defendants/persons under supervision.

e. The vendor shall submit separate invoices for services provided to U.S. Pretrial Services defendants and services provided to U.S. Probation Office persons under supervision.

f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

1010	4010	6000	6030
1011	4020	6010	6032
2000	5010	6012	6036
2010	5011	6014	6050
2011	5012	6015	6051
2020	5020	6020	6090
2022	5021	6021	6091
2030	5022	6022	7013
2030	5023	6026	7023
2090	5025	6027	9021
	5030	6028	

Note: A "No-Show" occurs when a defendant/person under supervision does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled service provided customarily by a physician or other professional staff member.

g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor shall contact the Government for approval. Sessions lasting less than 16 minutes shall be treated as a “no show” for the purposes of billing.

h. The vendor shall include on the monthly invoice the item number and the fractional part of the session for which the vendor is billing the Government.

i. **Example**:

Assume that the rate of service is $10.00 per half hour.

Time Spent (in minutes)	Charge
0 - 15	$ 0.00
16 - 30	$10.00
31 - 45	$15.00
46 - 60	$20.00
61-75	$25.00
76-90	$30.00

j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/person under supervision services unless the Probation Form 45 authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).

k. The vendor shall include the cost of telephone contacts, e-mails, texting, etc. with defendants/persons under supervision in the unit price for the services and shall not bill separately for these contacts.

l. For project codes 1010, 1011, and 1012, that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will provide notification to the vendor of untestable specimens.

G.4 Reimbursements or Copayments (Mandatory Requirement)

a. The vendor shall not request or accept payment either directly or indirectly from the defendant/person under supervision for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/person under supervision for prescheduled individual services customarily provided by a physician or professional staff member.

(1) The USPO/USPSO shall evaluate the defendant's/person under supervision's financial status (e.g., employment) before authorizing defendant's/person under supervision's payments to the vendor and shall notify the defendant/person under supervision and vendor of the authorized defendant/person under supervision required payments in the Probation Form 45.

b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources. Note: if the vendor submitted invoices and received payment for the same services from other sources, the vendor is not authorized to collect an administrative fee for receipt of payment.

c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.

(1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and

conditions of this solicitation document.

(2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

(3) The vendor shall not accept reimbursement or co-payment for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

H.1 Clause 7-25, Indemnification (AUG 2004)

(a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.

(c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

(f) *Judiciary Liability* The judiciary will not be liable for any injury to the contractor’s personnel or damage to the contractor’s property unless such injury or damage is

due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

H.2 DRUG-FREE WORKPLACE - JAN 2003

(a) Definitions. As used in this clause,

"**Controlled Substance**" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"**Conviction**" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"**Criminal drug statute**" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"**Drug-free workplace**" means a site for the performance of work done in connection with a specific contract at which the employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"**Employee**" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly Engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"**Individual**" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(l) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (l0) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(l) through (b)(6) of this provision.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

H.3 Government Furnished Property - (JAN 2003)

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation.

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-

instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

SECTION I - REQUIRED CLAUSES

I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JUN 2014)

(a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers when providing past performance information as part of a proposal submission, as opposed to general public marketing.

(b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

I.2 Subcontracting

Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer's approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval. The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement.

The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and the appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes. The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts.

A subcontractor has no contractual rights, known as privity of contract, against the judiciary. However, the subcontractor may have rights against the prime contractor.

Upon contract termination, the contractor must, except as otherwise directed by the CO, terminate all subcontracts to the extent that they relate to performance of the work terminated.

I.3. Clause 2-90D, Option to Extend the Term of the Contract - (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary 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 3 years.

I.4 Clause 2-90C, Option to Extend Services - (APR 2013)

The judiciary 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 no later than 30 calendar days prior to contract's current expiration date.

I.5 Clause B-5 Clauses Incorporated by Reference - (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: **http://www.uscourts.gov/procurement.aspx**

The clauses listed below are applicable to Agreements and Contracts at any value.

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013

Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003
Clause 7-235	Disputes	JAN 2003

IN ADDITION TO THE CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF $100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CLAUSE, INCORPORATED BY REFERENCE.

Clause 1-10	Gratuities or Gifts	JAN 2010

SECTION J - LIST OF ATTACHMENTS

J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)

J.2 MONTHLY TREATMENT LOG

J.3 AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
(PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)

J.4 INVOICE

J.5 TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)

J.6 DEPARTMENT OF LABOR WAGE DETERMINATION
(As required by the Service Contract Act, when applicable.)

Attachment J.1

Prob. Form 45 Today's Date:

Client Identifying Information

Client:	PACTS#:
Address:	Pretrial/Post Conviction:
Officer:	Client Phone:
Officer Phone:	DOB:

Provider Information

Provider:
Provider Location:
Attn:
Location Address:

Phone:
Fax:

Procurement No:
Effective Date:
Termination Date:

Authorized Services

Your agency is authorized to provide the following services beginning on the plan effective date indicated above. Any services provided outside of those listed below and/or outside the Effective and Termination Dates of the Plan will not be authorized for payment.

Services Ordered

Project Code	Description Of Services	Phase	Frequency (Units)	Interval	Copay Amount (per unit)
2010	Individual Substance Abuse Counseling		1.0	Weekly	$0.00
2020	Group Substance Counseling		2.0	Monthly	$0.00

Instructions to Provider Regarding Client Needs and Goals of Treatment

_____ _____ _____

Officer: Referral Agent: Client:

MONTHLY TREATMENT LOG

Complete one form per person per month. Include all scheduled contacts. In the event the person does not attend a scheduled service, indicate "no show" in the signature column. In the event the person does not attend any services within the month, include a comment noting this.

Vendor: **Agreement #:** **Therapist:**
Defendant/Person Under Supervision: **PACTS #:** **Date of Last Treatment Plan:**
Month/Year: **Required monthly co-payment:**
Supervising Officer: **Date monthly staffing with officer completed:**

TREATMENT PROGRESS: Once services are completed for the month, complete the following items to document the person's treatment progress.

Treatment goals: ☐Met ☐Not Met Comments:
Steps taken to meet goals: ☐Positive ☐Negative Comments:
Need for continued treatment: ☐Recommend ☐Not Recommended Comments:
Client behavior and commitment to treatment: ☐Positive ☐Negative Comments:
Overall progress: ☐Acceptable ☐Unacceptable Comments:

Describe any obstacles or setbacks the client encountered this month:

Indicate one unique way the PO/PSO can assist/support the client in treatment over the next month:

Date	Defendant/Person under Supervision signature	Project Code	Time In	Time Out	Vendor Initials	Co-pay Received	Comments

Additional Page

Defendant/Person Under Supervision Name:

Date	Defendant/Person under Supervision signature	Project Code	Time In	Time Out	Vendor Initials	Co-pay Received	Comments

✎ PROB 11B
(Rev. 5/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
DRUG ABUSE PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)
information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United States Probation Office of the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my _____ (pretrial release, post-trial release, probation, or parole).

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court and/or United States Parole Commission when necessary for the purpose of discharging its supervisory duties over me.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

_____ _____
(Signature of Parent or Guardian if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

✎ PROB 11E
(Rev. 5/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
SUBSTANCE ABUSE AND MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)
information in its records, possession, or knowledge of whatever nature may now exist or come to exist to the United States Probation Office of the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); psychotherapy notes; date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with the preparation of a court-ordered report.

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court.

I understand that this authorization is valid until I have been sentenced and my sentence is final, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before the completion of the presentence investigation will be reported to the court.

_____ _____
(Signature of Parent or Guardian if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

✎ PROB 11I
(Rev. 4/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its possession to the United States Probation Office in the _____
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations, clinical polygraphs); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my post-conviction supervision (including probation, parole, mandatory release, supervised release, or conditional release), and may be used by the probation officer for the purpose of keeping the probation officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

_____ _____
(Signature of Parent or Guardian if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

✎PS 6B
(Rev. 5/05)

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

(DRUG OR ALCOHOL ABUSE PROGRAMS)

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United States Pretrial Services or Probation Office for the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my pretrial release.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my pretrial supervision.

_____ _____
(Signature of Parent or Guardian, if Client is a Minor) (Signature of Client)

_____ _____
(Date Signed) (Date Signed)

_____ _____
(Name & Title of Witness) (Date Signed)

✎PS 6D
(5/03)

UNITED STATES PRETRIAL SERVICES SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its possession to the United States Pretrial Services Office in the _____ .
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy; general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my pretrial supervision, and may be used by the pretrial services officer for the purpose of keeping the pretrial services officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law. Such information may also be made available to the probation office for the purpose of preparing a presentence report in accordance with federal law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____ .
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my pretrial supervision.

_____	_____
(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART A)

1. Judicial District _____
2. Vendor _____
   a. Address: _____
   _____
   _____
   b. Telephone: _____
3. P.O./B.P.A.# _____
4. Service Delivery: From _____ To _____
5. Total # of Individuals Served: _____

Vendor's Certification: I certify that **all** expenditures and requests for reimbursement in this voucher are accurate and correct to the best of my knowledge and include only charges for services actually rendered to clients under the terms of the agreement and for which no other compensation has been received from sources other than the United States District Court.

_____
Authorized Administrator

6. Project Code	7. Quantity	8. Unit Price	9. Total Price

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART B)

Subtotal all costs for each client listed below:

1. Client Name	2. Client Number	3. Dates of Service	4. Service Rendered	5. Quantity (Units)	6. Unit Price	7. Cost

BREATHALYZER INSTRUMENT LOG

Vendor Name _____

Instrument Serial Number	Requirements for Calibration	Dates of Calibration	Date of Next Calibration	Signature of Person Conducting the Calibration

BREATHALYZER LOG

COMPLETE ONE FORM PER CLIENT PER MONTH - to be used for project code 1504

Client Name _____ PACTS # _____ Month/Year_____

Client's Signature/Initials	Collector's Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

SWEAT PATCH TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH - to be used for project code 1012
COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL (bill only upon removal)

Client Name _____ PACTS # _____ Month/Year_____

Application Date	Client's Signature/Initials	Chain of Custody Bar Code Number	Medications Taken	Collector's Initials	Removal Date	Client's Initials	Collector's Initials	Test Results/Date	Co-Pay Collected

Comments (please note any unusual occurrences):

Urinalysis Testing Log

Complete one form per person per month - to be used for project codes 1010 and 1011

Defendant/Person Under Supervision Name:

PACTS #:

Vendor Name & BPA #:

Month/Year:

Date Collected	Defendant/Person Under Supervision Signature	Collector initials	Bar Code # (for 1010)	Special test (for 1010)	Meds taken	Test Result (for 1011 only)	Co-pay collected

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 Provision 3-130, Authorized Negotiators - (Jan 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation *(offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

K.2 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)

(a) Definitions.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): _____

[]TIN has been applied for.

[]TIN is not required, because:

[]Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[]Offeror is an agency or instrumentality of a foreign government;

[]Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

[]sole proprietorship;

[]partnership;

[]corporate entity (not tax-exempt);

[]corporate entity (tax-exempt);

[]government entity (federal, state or local);

[]foreign government;

[]international organization per 26 CFR 1.6049-4;

[]other

(f) Contractor representations.

The offeror represents as part of its offer that it is [___], is not [___] 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

[]Women Owned Business

[]Minority Owned Business (if selected then one sub-type is required)

[]Black American Owned

[]Hispanic American Owned

[]Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
[]Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[]Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
[]Individual/concern, other than one of the preceding.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

A. Request for Proposals

This Request for Proposal consists of Sections A through M.

Section A - Solicitation/Offer/Acceptance Form, AO 367

In Section A, page 1 is the **Solicitation/Offer/Acceptance.** The Offeror must fill out the following blocks on the form:

(1) Block 8, as instructed on the form.
(2) Block 9, discount for prompt payment, if applicable.
(3) Block 10, acknowledgment of amendments.
(4) Block 11, name and address of Offeror.
(5) Block 12, telephone number.
(6) Block 13, name and title of person authorized to sign the offer.
(7) Block 14, signature of Offeror,
(8) Block 15, date signed.

NOTE: The signature of the original and additional copies must contain original signatures of the Offeror in this block.

Section B - Submission of Prices

(1) **Services**

The Offeror must provide a response to every requested service item.

(2) **Prices**

The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item.

(3) **Acceptable Responses**

(a) **Unit Price**

Sliding price scales will not be accepted by the Government. The price will reflect the unit as defined in Section B and the Statement of Work for each project code.

(b) **"N/C" = No Charge**

For any item that the Offeror will provide without charge or without additional charge, the Offeror shall insert "N/C" in the Unit Price column of Section B.

(c) **Subcontracting**

For service items that the Offeror will be subcontracting, the Offeror shall insert the letter "S" following the price inserted in the Unit Price column. Services referred to another vendor shall be considered subcontracting and shall require the "S" designation.

(d) **Prices and "No Shows"**

A "No Show" occurs when a defendant/person under supervision does not appear for a prescheduled service, and the defendant/person under supervision fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of defendant/person under supervision "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3, as this is not an otherwise billable service. **It is estimated that** defendants/persons under supervision **fail to appear for prescheduled individual services approximately 5% of the time, although specific services may experience a higher rate of "no shows".**

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. These figures are estimates only and the government is not bound to meet these estimates. Note that if the government awards to multiple Offerors, the Estimated Monthly Quantities would be spread amongst the multiple Offerors; however, the government is not required to award to multiple Offerors, even if indicated in Section B. An Offeror should be prepared to provide the full amount of Estimated Monthly Quantities reflected. If the Offeror is unable to provide the full amount of Estimated Monthly Quantities, the Offeror must expressly state this within its proposal and provide the reasoning behind it, as well as indicate the volume of services the Offeror would be capable of providing.

Proposal Submission

By submission of a signed proposal (including the submission of the Certification of Compliance (Attachment A) described below), the Offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or contract. **Note: The Offeror is not required to submit solicitation sections C, D, E, F, G, H, I, and J as part of its proposal.**

Section K - Representations, Certifications, and Other Statements of Offeror

The Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmit the full section as that of the Proposal.

The Offeror's Statements, Qualifications, and References contained in Attachments A through D to this solicitation document shall be completed and submitted as follows:

Preparation of Certification of Compliance Statement (Attachment A)

1. Each Offeror shall prepare and submit as part of its offer a **CERTIFICATION OF COMPLIANCE STATEMENT** in which the Offeror certifies that it will provide the mandatory requirements stated in Sections C, E, F and G and comply with terms and conditions of the RFP. If the Offeror is proposing subcontractor(s) to perform any services, the Offeror shall identify the proposed subcontractor(s) and submit *separate certification statements from each subcontractor* that certifies that they will provide services in compliance with the requirements of the RFP.

Preparation of Background Statement (Attachment B)

1. Each Offeror shall prepare and submit as part of its offer a **BACKGROUND STATEMENT** addressing the requirements in paragraphs 2.a. through d below. (See Attachment B). The Offeror shall identify and clearly label all required documents included in the submitted proposal. If the Offeror is proposing any subcontractors to perform services, the Offeror also shall comply with the requirements in paragraphs 2 a. through d pertaining to each proposed subcontractor.

2. In the **BACKGROUND STATEMENT** the Offeror shall:

    a. provide copies of all monitoring reports for the previous 18 months from all federal (regardless of whether the Offeror has a current Agreement with the USPO/USPSO, copies of the necessary monitoring reports shall be included with this RFP, state and local agencies for the locations solicited. If the Offeror is not able to provide copies of monitoring reports, the Offeror shall provide copies of certificates or letters from federal, state, or local agencies indicating that the Offeror has had a satisfactory or higher rating for the previous 18 months. If the Offeror is not able to provide copies of monitoring reports, certifications or letters due to a private practice or other documented reasons, the Offeror must expressly state so in its proposal for this area. To be considered technically acceptable an Offeror must have received ratings of satisfactory or higher or have expressly stated in its proposals that it is a private practice and does not have access to monitoring reports, certificates or letters. Monitoring reports for proposed subcontractors are not required.

    b. state expressly each performance site at which the Offeror and any proposed subcontractors intend to provide services in response to this

solicitation. Offeror and subcontractor sites shall be located within the solicitation's identified catchment area, and shall be operational sites at the time of the RFP submission. Onsite evaluations will be individually performed at Offeror and subcontractor sites.

c. include copies of all applicable business and/or operating licenses as required by state and local laws and regulations. If there is not an applicable business and/or operating license(s), the Offeror shall expressly state this in its proposal with an explanation of why. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the Offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.

d. include copies of compliance with all federal, state and local fire, safety and health codes. If the Offeror is not subject to any of these provisions due to local/county ordinances, the Offeror shall expressly state this in its proposal with an explanation of why. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the Offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

3. By submitting the **BACKGROUND STATEMENT** the Offeror warrants that all information contained therein is correct and accurately reflects the Offeror's ability to perform.

Preparation of Staff Qualifications - (Attachment C)

The Offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Attachment C) for all staff performing services under any resultant contract. The Offeror shall include the name, title, duties that will be performed under any resultant agreement by numeric project code, education, experience, and credentials (licenses and certifications) for all staff members who will be performing services under any resultant agreement. Note: the Offeror is not required to provide documentation of the education, credentials, licenses, and certification of staff members; however, the Offeror shall verify the information is accurate and that any required licenses are current.

In addition, the Offeror shall certify that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

Offerors providing sex-offense specific evaluations must certify on the Offeror's Staff Qualification Form (Attachment C) that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

Preparation of Offeror's References - (Attachment D)

The Offeror shall provide three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the Offeror has provided the same or similar type of treatment and other services identified in this RFP within the past 3 years. Note: references should not include current USPO/USPSO employees. Provide the name and address for each reference, as well as the phone number and e-mail for the contact person. It is the responsibility of the Offeror to notify references the government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

Sections L - Instructions, Conditions and Notices to Offerors, and M - Evaluation Criteria

Sections K, L and M contain information and instructions and do not become part of any resultant agreement.

L.2 Provision 3-100, Instructions to Offerors - (APR 2013)

(a) *Definitions* As used in this provision:
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the Offeror being allowed to revise its offer.
In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). An Offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the Offeror's proposal being determined unacceptable where award is made without discussions.

(c) *Submission, modification, revision, and withdrawal of offers*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or

(3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered

at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(5) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(7) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this Offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use

information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
(3) The judiciary may waive informalities and minor irregularities in offers received.
(4) The judiciary intends to evaluate offers and award a contract without discussions with Offerors (except clarifications). Therefore, the offeror's initial offer shall contain the Offeror's best terms from a price or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price or prices offered, unless the Offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative prices, it is in the judiciary's best interest to do so.

(7) Exchanges with Offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a price realism analysis is performed, price realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in post-award debriefings to other Offerors:

(i) the Overall evaluated price or price and technical rating of the successful Offeror;

(ii) the overall ranking of all Offerors, when any ranking was developed by the judiciary during source selection;

(iii) a summary of the rationale for award; and

(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful Offeror.

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

As required in Section L.1 , Preparation of Certification of Compliance Statement, the Offeror and each proposed subcontractor(s) shall complete the certification below.

I hereby certify on behalf of _____ (Name of Offeror or Subcontractor) that _____ (Name of Offeror or Subcontractor) will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the contract/BPA.

SIGNATURE: _____ DATE: _____

TITLE:_____

OFFEROR'S BACKGROUND STATEMENT

As required in Section L.1, Preparation of the Background Statement, the Offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

CERTIFICATIONS
(check all that apply)

☐ I certify herein that all information provided in the BACKGROUND STATEMENT is accurate, complete, and correct.

☐ I certify herein that copies of all monitoring reports for the previous 18 months from federal, state and local agencies have been provided, or if a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the Offeror has a satisfactory or higher rating has been provided.

SIGNATURE: _____ DATE: _____

Attachment C

OFFEROR'S STAFF QUALIFICATIONS

As required in Section L.1, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff performing services under any resultant Agreement, including credentials (licenses and certification) by project code. Staff providing sex-offense specific services must certify that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA). The Offeror shall complete the certification section below.

Name	Title	Duties	Project Code	Education	Experience

CERTIFICATIONS
(check all that apply)

☐ I certify herein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

☐ I certify herein that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

☐ [*Check box only if applicable*] I certify herein that proposed staff conducting sex-offense specific evaluations/treatment/testing will adhere to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

SIGNATURE: _____ DATE: _____

Attachment D

OFFEROR'S REFERENCES

As required in Section L.1, the Offeror shall provide the name and address for each reference including a contact person, telephone number and e-mail address.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

M.2 Evaluation of Proposals

a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.

b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.

c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria**.** To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

M.3 Pass-Fail Criteria

The following criteria address the offeror's ability to perform and comply with all the mandatory service requirements set forth in the Request for Proposals. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration. The offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the offeror's technical acceptability. The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's Certification of Compliance, Offeror's Background Statement, and the Offeror's Staff Qualifications. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

MANDATORY REQUIREMENTS:

CERTIFICATION OF COMPLIANCE STATEMENT

(a) Did the Offeror submit a statement (Attachment A) certifying that it will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with the requirements, terms, and conditions of the RFP. This requirement includes submission of compliance statements for each subcontractor that will be providing services.

YES or NO

(b) Did the Offeror submit a statement (Attachment A) for each subcontractor?

YES or NO

BACKGROUND STATEMENT

(a) Did the Offeror provide copies of all federal, state, and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months? **OR**

If the Offeror is unable to provide copies of monitoring reports, certifications, or letters due to private practice or other documented reasons, the vendor has expressly stated this in its proposal.

YES or NO

Monitoring reports, letters, and/or certificates are rated at least “satisfactory” or “pass” regarding performance. **OR**

If any monitoring report completed for the previous 18 months was rated less than "satisfactory," the deficiencies were corrected as documented on the subsequent monitoring report, resulting in the subsequent report being rated "satisfactory."

YES or NO

(b) Offeror's (and any proposed subcontractor) site(s) at which services will be provided is/are located in catchment area and are operational at time of RFP submission.

YES or NO

(c) Offeror has provided copies of applicable business and/or operating license(s). If there is not an applicable business and/or operating license(s), the Offeror has expressly stated this in its proposal and stated the reasons why.

YES or NO

(d) Offeror has provided copies of compliance with all federal, state and local fire, safety, and health codes. If the Offeror is not subject to any of these provisions due to local/county ordinances, the Offeror has expressly stated this in its proposal and stated the reasons why.

YES or NO

STAFF QUALIFICATIONS

(a) Offeror has prepared Attachment C to identify staff (and any proposed subcontractor) to provide each service, including name, title, duties, project code(s) performed by the staff person, education, experience and credentials.

YES or NO

(b) Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP.

YES or NO

(c) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release.

YES or NO

(d) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

YES or NO

(e) The Offeror's Staff Qualification Statement certified that all staff member(s) including proposed subcontractor staff) providing services under this Agreement conducting sex-offense specific evaluations and treatment will adhere to the established ethics, standards, and practices of the Association for the Treatment of Sexual Abusers (ATSA).

YES or NO or N/A

ON-SITE VISITS

On site visits will be conducted for those offeror's whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. There will be on-site evaluations for all subcontractors providing services.

(a) Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work.

YES or NO

M. 4 Evaluation of Price

The Government will determine Total Evaluated Price for required services by using the following formula:

(a) Determining Total Evaluated Price.--Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each offeror.

(b) Service items that are offered at "N/C" or No Charge, will be evaluated in the Life of Agreement comparison by entering $0.00 for the unit price.

(c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.

(d) Service items not marked as required services will not be evaluated or considered.

(e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

M.5 Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than prices for some work and prices that are significantly overstated for other work.

M.6 Clause 3-70 Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.