✎AO 367
(Rev. 5/97)

SECTION A

SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0646-09-0028	August 1, 2008	

4. Issued By:	5. Address Offer To (if other than Item 4):
Valerie A. Martin Chief U.S. Probation Officer 101 Federal Building 110 Michigan NW Grand Rapids, MI 49503	Sheryl R. Fett Drug/Alcohol Treatment Specialist/USPO 101 Federal Building 110 Michigan NW Grand Rapids, MI 49503

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/Pretrial Services Office, 101 Federal Building, 110 Michigan NW, Grand Rapids, MI 49503
until 4:00 PM *(hour)* local time September 2, 2008 *(date)*.

7. For Information call: a. Name	b. Telephone

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II – AGREEMENT CLAUSES	
	A	SOLICITATION/OFFER/ACCEPTANCE			I	REQUIRED CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV – REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	AGREEMENT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL AGREEMENT REQUIREMENTS			M	EVALUATION CRITERIA	

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

12. Telephone No. (Include area code)

13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

14. Signature

15. Offer Date

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. This award consummates the agreement which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this agreement. No further contractual document is necessary.

17A. NAME OF CONTRACTING OFFICER

17B. UNITED STATES OF AMERICA

BY _____
(Signature Of Contracting Officer)

17C. DATE SIGNED

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States Probation and/or Pretrial Services Office for the Western District of Michigan is soliciting a vendor to provide substance abuse and/or mental health treatment services. A Vendor must be capable of providing services within a geographic area encompassing Mason, Lake, Osceola, Oceana, Newaygo, and Mecosta counties.

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 4 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. BPA's 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. BPA's 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. BPA's 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. Offerors shall propose on only the required services. Offerors failing to provide offers on all required services will be considered technically unacceptable.

Note: Estimated Monthly Quantities (EMQ's) 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."

PROJECT CODE		REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
PSYCHOLOGICAL/PSYCHIATRIC WORK-UP, EVALUATION, AND REPORT:				
5012	*	Sex Offense Specific Evaluation and Report	2009: 1 2010: 1 2011: 1	_____ _____ _____
				Unit: per report (total price)
SEX OFFENSE-SPECIFIC COUNSELING:				
6012	*	Individual Counseling	2009: 2 2010: 2 2011: 2	_____ _____ _____
				Unit: per 30 minute session
6022	*	Group Counseling	2009: 2 2010: 2 2011: 2	_____ _____ _____
				Unit: per 30 minute session
6032	*	Family Counseling	2009: 1 2010: 1 2011: 1	_____ _____ _____
				Unit: per 30 minute session

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) or Federal Bureau of Prisons shall provide a Program Plan (Probation Form 45 or Transitional Services Program Plan BP-S530.074) for each defendant/offender that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each defendant/offender. The Government shall not be liable for any services provided by the vendor that have not been authorized for that defendant/offender in the Program Plan. The United States Probation Officer, United States Pretrial Services Officer, and the Bureau of Prisons staff may provide amended Treatment Program Plans during the course of treatment. The United States Probation/Pretrial Services Office, and/or the Bureau of Prisons will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

INTRODUCTION

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

b. The services to be performed are indicated in Section B. The minimum performance standards are contained in Section C, E, F, and G of this agreement. The vendor shall perform all services indicated in Section B of this agreement.

c. The government 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. **"Government"** 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 terms was intended to refer to some other office for purposes of that section), and the term "his 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) authorized to act for the head of the agency.

F. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement; and 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 drug dependent pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug treatment while under the supervision of the Federal Probation System.

H. **"Probation Officer"** (i.e., USPO) means an individual appointed by a 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 treatment services.

I. **"Chief 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 this 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. **"Pretrial Services Officer"** (i.e., PSO) 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 testing and/or treatment services.

K. **"Chief Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff.

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"** The federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and half-way houses who have been sentenced by the federal courts.

N. **"Clarifications"** are limited exchanges, between the Government 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" - Administrative Office of the U.S. Courts

P. "USPO/USPSO" - Probation Officer/U.S. Pretrial Services Officer

Q. "Probation Form 17" - U.S. Probation Travel Log

R. "Probation Form 45" - Treatment Services Program Plan

S. "Probation Form 46" - Monthly Treatment Record

T. "NIDT" - Non-Instrumented Drug Testing device

U. "COTR" - Contracting Officer Technical Representative

V. "Case Staffing Conference" - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.

W. "DSM" - Diagnostic and Statistical Manual of Mental Disorders

X. "OPPS" - Office of Probation and Pretrial Services, Administrative Office of the US Courts.

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/Offender Reimbursement and Co-Payment
B. Deliverables
C. Notifying USPO/USPSO of Defendant/Offender 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/offender 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 a urine specimen.

(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/offenders:

(a) Remove jackets, coats and large pocket items before entering the collection area.

(b) Leave purse or other carried items outside the collection area, or in the control of the specimen collector.

(c) Rinse their hands in cold water and thoroughly dry them prior to voiding to remove any adulterant from under the fingernails or on the skin.

(d) Roll up long-sleeved shirts or blouses so the collector can examine defendant/offender's arms to detect tampering devices or adulterants.

(2) The vendor shall ensure that the collectors:

(a) Verify the identity of the defendant/offender 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 bottle/container in view at all times prior to it being sealed and labeled.

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(c) Complete a Chain of Custody or NIDT Collection Form (provided by the USPO/USPSO) before a defendant or offender voids following the chain of custody procedures, and thenunless the vendor is using an NIDT that yielded a negative result, 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, but no more than 3/4 full, 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 as the laboratory will not test it due to insufficient quantity.

(e) Not flush urinals until the collection is completed and the defendant/offender has left the urinal area (coloring agent is not necessary).

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

(g) Screw the top on the bottle or ensure the defendant/ offender tightly screws the top on the bottle, and that the top is secure to the bottle and is not leaking.

(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 sealing system (e.g. tape) across the top of the bottle cap and down the sides of the bottle, and initial the evidence tape. (This procedure is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample).

(j) Sign the Specimen Collection Statement on the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample.

(k) Have the defendant/ offender sign or initial the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample. The donor and collector shall not sign the certification area of the form until the collection process is completed.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

(1) Directly observe defendants/offenders voiding into a specimen collection container. Collectors observing the voiding process shall be the same gender as the defendant/offender 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.

(3) Notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for a drug test or does not provide a urine specimen that is suitable for testing (e.g. insufficient amount, stall, adulterated).

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/offender and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (e.g. where circumstances beyond the control of the collector preclude the collection of an observed specimen).

(2) Clearly document on the Chain of Custody Form or NIDT Collection Form any unobserved collection.

(3) When using NIDTs for unobserved collection of a specimen, ensure that an adulteration test is performed that at a minimum includes temperature, pH and specific gravity tests. Adulteration test panels are performed on all specimens sent to the national laboratory for testing.

(4) 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.

(5) Obtain a second specimen from defendants/offenders whose urine specimen temperatures are outside the range in (4) above.

(6) Place a blue or green colored toilet bowl cleaner or coloring agent in the commode to deter dilution of the specimen with commode water.

(7) Pour the coloring agent into the bowl when using commodes without holding tanks (e.g., commercial commodes).

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

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

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

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 bottle or container specifically designed to withstand the rigors of transport. All bottles and containers shall be provided by the Government. . NIDT cups/bottles may only be used for shipping with the advanced approval of OPPS. Vendor shall seek approval for each type of NIDT device intended for shipping.

(2) The collector places the specimen and corresponding Chain of Custody Form or NIDT collection form in the approved shipping container and places such container 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 on the day the specimens are collected.

(4) Urine specimens are refrigerated if specimen is 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 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 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.

i. **Random Urine Specimen Collection Procedures**

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

(1) Urine Collection Phases
The frequency of testing for defendants /offenders shall follow the Three Phase Program, which requires a minimum of three (3) random tests with less than 24 hours notice per month during Phase I; a minimum of two (2) such tests monthly during Phase II; and a minimum of one (1) such test monthly during Phase III. The length of these phases is determined by the USPO/USPSO and can range from 60 days to 6 months. If a defendant or offender tests positive, more frequent urine collections may be required.

(2) The vendor shall collect random urine specimens when the defendants/offenders 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. The frequency of random urine collections shall be determined and authorized by the Program Plan (Probation Form 45).

(4) Upon request of the USPO/USPSO the vendor shall develop and operate an automated phone based 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 Log**

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

(a) Defendant and/or offender's name and PACTS number.
(b) Collection date
(c) Specimen ID/Chain of custody (bar code) number.
(d) Drugs or medication prescribed and date taken.
(e) Collector's initials.
(f) Special tests requested, and
(g) Test results and date received (if applicable)

NOTE: Allowing anyone undergoing treatment to see the names or signatures of defendants/offenders 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. The vendor shall notify the USPO/USPSO of positive specimen results reported from a national laboratory within 24 hours. 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.

2. **Urine Collection/Testing – Non-Instrumented Drug Testing Devices (NIDTs) (1011)**:

The USPO/USPSO shall provide NIDT devices to the vendor. The vendor shall use the previously stated general specimen collection procedures and the following testing procedures:

a. **Urine Testing**

The vendor shall:

(1) Ensure that personnel who perform drug testing using NIDTs have documented training by the device manufacturer or their designee,

certification of successful completion of the training, and demonstrated proficiency in the use of the test device(s).

(2) Test for drug(s) only as directed by the USPO/USPSO, using only devices provided by the USPO/USPSO.

(3) Perform test(s) according to the manufacturer's procedures with the defendant/offender observing the process.

(4) Record the NIDT test result on the Urinalysis Log and anNIDT log (provided and/or approved by USPO/USPSO) if applicable.

(5) Notify the USPO/USPSO within 24 hours of positive specimen results , if the defendant/offender fails to report for a scheduled drug test, or does not provide a urine specimen that is suitable for testing (e.g. insufficient amount, stall, adulterated).

(6) Send specimens to the national drug testing laboratories under the explicit instruction of the USPO/USPSO, using the procedures outlined on Section 1 g above.

b. **Specimen Processing**

(1) If the test(s) is negative the vendor shall:

(a) Discard urine specimen. Urine is to be flushed down the toilet. Rinse the emptied bottle. Urine is not considered biohazardous waste and can be disposed of in the trash.

(b) Discard the test device in compliance with federal, state and local regulations. The test device or any other solid waste exposed to urine as part of the collection and testing process may require biohazard disposal. If such disposal is required, the vendor shall ensure it is conducted in compliance with federal, state and local regulations.

(c) Log the result(s) on the approved urinalysis log(s) mentioned above.

(2) For presumptive positive test result(s), the vendor shall:

(a) Remind the defendant/offender that the test(s) result is presumptive, and will be
reported to the assigned officer.

(b) At the direction of the USPO/USPSO, prepare specimen(s) to send to the national laboratories by transferring the specimen(s) to a national laboratory bottle and completing the Chain of Custody Form(s). All bottles and containers shall be provided by the Government. Once transfer of the specimen is completed, the Vendor shall discard the NIDT device(s). Send the specimen(s) to

the national laboratory within 48 hours unless otherwise instructed by the USPO/USPSO.

(c) Within 24 hours notify the USPO/USPSO by telephone and/or fax of the positive presumptive test result(s), and document that the notification was done in the defendant/offender's file.

If the defendant/offender refuses to sign the Chain of Custody form, the vendor shall:

(d) Make a notation on the Chain of Custody form and instruct the defendant/offender to personally contact his/her assigned USPO/USPSO immediately to provide notification of their refusal to sign the form.

(e) Within 24 hours, notify the USPO/USPSO of the defendant/offender's refusal to sign the form.

(f) Ensure collectors do not insist that the defendant/offender sign the Chain of Custody Form. The vendor shall record the defendant/offender's refusal to sign on the Chain of Custody Form and in the defendant/offender file (the specimen will be tested by the national laboratory even if the defendant/offender fails to sign the form).

c. **Drug Testing Invoicing (NIDTs)**

The vendor shall:

(1) Invoice only one unit of NIDT (PC 1011) per defendant/offender per tested specimen. For example, if the NIDT device **does not** provide a test result or the test result is not readable, the test shall be conducted using another NIDT device at no additional charge to the government. This may occur approximately five percent of the time when using NIDT devices. The vendor shall include the "multiple test" factor in the unit price for this service.

(2) Charge only one NIDT (PC 1 0 11) to the Government if the specimen is also sent to a national laboratory. Charging for **PC 1010** (urine collection) and PC 1011 for the same specimen is not permitted. The vendor may include the additional work related to sending a specimen to a national laboratory and reporting the result in the unit price (PC 1011) for this service It is estimated that approximately one out of ten samples will be prepared for mailing to a national laboratory, with less than that amount actually being sent due to the anticipated admission rate.

3. **Sweat Patch Application and Removal (1012):**

The sweat patch is a white absorption pad, covered with a unique polyurethane dressing that acts as a storage device for illicit drugs released from the body in sweat. It is used to

monitor defendants/offenders for extended periods of time, or for defendants/offenders who have difficulty voiding due to documented medical conditions. Patches will be supplied by the USPO/USPSO. If USPO/USPSO via Form 45 approves the vendor's use of the sweat patch , the vendor shall use the following procedures for the application, removal, and testing process of the sweat patch:

a. **Staff Training**

The vendor shall ensure that their staff is trained in the sweat patch procedures before applying or removing a patch. The staff should view the video presentation, read the sweat patch training manual provided by the USPO/USPSO, take and pass the certification test provided by the sweat patch vendor and perform the procedures contained in this section of the statement of work. The vendor shall document training for personnel it authorizes to apply and remove sweat patches. This documentation must include a certificate from the sweat patch vendor which indicates successful completion of the certification test.

b. **Storage**

The vendor shall:

(1) Ensure patches are stored in a secure area with access limited to only collectors or other authorized vendor personnel.

(2) Ensure patches are stored at temperatures between 36 and 78 degrees Fahrenheit.

c. **Safety Precautions**.

The vendor shall:

(1) Ensure the integrity of the collection process and make every effort to eliminate the possibility of external contamination. Staff shall wear gloves while applying and removing the patch and avoid touching the collection pad during the process.

(2) Ensure that a witness is present when the defendant/offender and the collector are of opposite gender.

d. **Sweat Collection and Duration of Sweat Patch Use**

The vendor shall:

(1) Ensure that the patch is worn for a minimum of 24 hours and a maximum of 10 days.

(2) Immediately collect a urine specimen and report the problem to the officer within 24 hours if a defendant/offender reports with a sweat patch that is falling off, has fallen off, or is missing. The vendor shall discontinue use of the sweat patch for defendants/offenders who continue to experience difficulties in retaining the patch on their skin. The vendor shall report discontinued use of the sweat patch to the USPO/USPSO.

e. **Sweat Patch Application**

The vendor shall:

(1) Apply the patch to the upper arm, the lower back, or the front kidney area. Ask the defendant/offender where they would prefer to have the patch applied. Avoid placement on tattooed, abraded, cut, irritated or sensitive skin.

(2) Direct the defendant/offender to clean the area with soap and cool water or with a disposable towelette. An abrasive pad may be used to clean dry skin and dirt.

(3) Wearing disposable gloves, the collector shall clean the skin by using an alcohol wipe. Repeat the cleaning if wipe is dirty. Allow the area to dry for approximately 90 seconds to avoid alcohol burns to the skin.

(4) Have the defendant/offender flex the upper arm for arm placement, bend forward slightly from the waist for back placement, or bend slightly backward from the waist for front kidney placement. Place patch on skin and press firmly to promote proper adhesion. Pull parallel to the skin when removing the paper border, not outward and up from the patch. As the paper border is removed, follow right behind with a finger pressing on the polyurethane film.

(5) Instruct the defendant/offender to remove the sweat patch if he/she experiences a rash or any skin irritation, and immediately report the problem to the vendor and USPO/USPSO. The vendor shall substitute urine testing for sweat patch testing and report this to the USPO/USPSO.

(6) Provide clear instructions as to the scheduling for removal of the patch.

f. **Sweat Patch Removal**

The vendor shall ensure that collectors follow the procedures demonstrated in the training video. particularly the following:

(1) Wearing disposable gloves, the collector shall peel back the top edge of the sweat patch sufficiently to expose the pad. The collector shall inspect the pad to ascertain whether there are any signs of tampering. The collector shall note condition of pad and any evidence of tampering on the Chain of Custody Form.

(2) Make every effort to ensure that the pad is not contaminated by the collector or the client. The pad may be removed with disposable tweezers or with a gloved hand. The pad shall immediately be placed in the specimen bag.

(3) Ensure that the specimen is kept at room temperature in a secured area and mailed or shipped within 24 hours to the laboratory for analysis.

(4) Ensure that the Chain of Custody is kept with the specimen.

g. **Sweat Patch Test Policy**

A laboratory will only test sweat patches if **all** of the following conditions are met:

(1) The absorption pad is accompanied by a Chain of Custody Form signed and completed by the collector.

(2) The absorption pad is in specimen bag, and the security seal shall be present, initialed by collector, and intact.

(3) A barcode label is present on the specimen bag and a security seal is present and intact.

(4) The sweat patch number on the polyurethane film matches the sweat patch number on the Chain of Custody Form.

(5) The USPO/USPSO shall review and approve all requests for retesting.

h. **Sweat Patch Records and Reports**

The vendor shall:

(1) Maintain a separate log for sweat patch specimens which includes columns for the following information: name of the defendant/offender and officer, PACTS Number, Chain of Custody barcode number, application date, removal date, test result and a place to note any unusual occurrences. The log must be approved by the USPO/USPSO.

(2) When the vendor receives positive results from the laboratory, notify the USPO/USPSO within 24 hours and provide the top copy of the Chain of Custody Form together with the results to the USPO/USPSO.

(3) Include sweat patch application and removal information in each Monthly Treatment Report.

i. **Sweat Patch Invoicing**

The vendor shall:

(1) Invoice one price for all elements in the sweat collection process.

(2) Not invoice if the defendant/offender fails to return for removal of the patch, if the defendant/offender loses the patch, or if the laboratory refuses to test the sweat patch for conditions not met in paragraph g of this section.

(3) Invoice for the service during the month the patch is removed.

4. **Breathalyzer (1504)**:

The vendor shall:

a. Provide a breath alcohol content (BAC) test and all supplies and consumables necessary to operate the instrument, in accordance with the Form 45. The vendor shall provide and use a reliable instrument approved by the USPO/USPSO.

b. Ensure all staff using the instrument are trained and familiar with its operation as outlined in the manufacturer's operation instructions, and their training is documented.

c. Report a positive BAC test, no show or refusal of defendant/offender to take the BAC test to the USPO/USPSO within 24 hours.

d. Maintain a log to indicate those defendants/offenders tested, the staff performing the test, the reason for the test, the test results, and a column for additional comments, to include refusal by the defendant/offender. This log shall be approved by the USPO/USPSO.

e. Maintain an instrument log that will document the instrument's serial number, requirements for calibration, dates of calibration, and the date for the next calibration. Instrument log shall be approved by the USPO/USPSO.

f. Include Breathalyzer administration and results information in each Monthly Treatment Report.

5. **Substance Abuse Intake Assessment Report (2011)**

This is a 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)/offender(s) substance abuse severity, strengths, weaknesses, and readiness for treatment. Assessments shall be conducted face to face.

The vendor shall provide:

(a) A comprehensive diagnostic interview for each defendant/offender, to include a structured diagnostic instrument such as the Substance Abuse Subtle Screening Inventory (SASSI), Addiction Severity Index (ASI), or Structured Clinical Interview for DSM-Substance Abuse Disorder Module (SCID-IV).

(b) A typed report to the USPO/USPSO **within 10 calendar days** of the vendor's first face-to-face contact with the defendant/offender. 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 disorders, and mental disorders, if applicable.

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

(5) The defendant's/offender's substance use disorder as it relates to supervision.

(6) A treatment recommendation as to the level 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.

6. **Cognitive Behavioral Interventions**

The goal of Cognitive Behavioral Therapy (CBT) is to change the way defendants/offenders think, hence changing the way they behave. More specifically, CBT restructures an defendant/offenders thought patterns while simultaneously teaching pro-social skills. This type of intervention is effective in addressing criminogenic needs such as anti-social values, low self-control and substance abuse. Broadly, Cognitive Behavioral Therapy can be divided into two different types, ***clinical*** and ***manualized***.

The vendor shall provide:

Clinical Cognitive Behavioral Group (2021) - led by a trained and certified counselor as defined below Treatment shall include the use of cognitive and behavioral techniques to change defendant/offender thought patterns while teaching pro-social skill building.

The vendor shall ensure that 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-level 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 abuse treatment intervention as established by his/her state's regulatory board and/or accrediting agency.

(3) Paraprofessionals are **only** used under the direct supervision of, and in conjunction with, 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.

Manualized Cognitive Behavioral Group (2022) - led by a trained facilitator as defined below. The groups shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a defendant/offender. Examples of this type of group are Moral Reconation Therapy, Thinking for a Change, Problem Solving Skills in Action, Choices and Changes and The Change Companies.

The vendor shall ensure:

(1) The trained facilitator has successfully completed training for the specific manualized CBT program being utilized. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight.

For services provided under project codes 2021 and 2022, the vendor shall:

(1) Provide treatment only as directed on the Probation Form 45.

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

(3) Ensure that treatment plans are present and include: (a) short and long-term goals for the defendant(s)/offender(s); (b) measurable objectives; (c) type and frequency of services to be received; (d) specific criteria for treatment completion and the anticipated time-frame; (e) documentation of treatment plan review (including defendant's/offender's input), and continued need for treatment if necessary (**at least every 90 days**). The plan should include information on family and significant others involvement (i.e., community support programs, etc.).

NOTE: After every update, or at least every 90 days, the treatment plan should be attached to the monthly treatment report provided to the USPO/USPSO.

(4) Ensure that only face-to-face contacts with the defendant/offender (or family) are billed and that emergency telephone calls are factored into the unit price.

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

7. **Substance Abuse Counseling**

Counseling is a clinical interaction between a defendant/offender and a trained and certified counselor. The interactions are deliberate and based on various clinical modalities, which have demonstrated evidence to change behavior.

The vendor shall provide:

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

(1) **Treatment Readiness Group *(2090):*** This clinical service shall prepare defendants/offenders for success in substance abuse treatment through the use of motivational interviewing and cognitive-behavioral skill building.

(2) **Individual Counseling (2010)** to one (1) defendant/offender;

(3) **Group Counseling (2020)** to two (2) or more defendants/offenders but no more than twelve (12);

(4) **Family Counseling (2030)** to a defendant/offender and one (1) or more family members. The vendor may meet with family members without the defendant/offender present with USPO/ USPSO approval.

(5) **Group Family Counseling (2040)** to two (2) or more families with defendant/offender attendance optional.

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.

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

(3) Ensure that treatment plans are present and include: (a) short and long-term goals for the defendant(s)/offender(s); (b) measurable objectives; (c) type and frequency of services to be received; (d) specific criteria for treatment completion and the anticipated time-frame; (e) documentation of treatment plan review (including defendant's/offender's input), and continued need for treatment if necessary (**at least every 90 days**). The plan should include information on family and significant others involvement (i.e., community support programs, etc.).

NOTE: After every update, or at least every 90 days, the treatment plan should be attached to the monthly treatment report provided to the USPO/USPSO.

(4) Ensure that only face-to-face contacts with the defendant/offender (or family) are billed and that emergency telephone calls are factored into the unit price.

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

c. For **substance abuse treatment services** performed for project codes **2010, 2020, 2030, 2040**, and **2090** the vendor shall ensure that 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-level 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 abuse treatment intervention as established by his/her state's regulatory board and/or accrediting agency.

(3) Paraprofessionals are **only** used under the direct supervision of, and in conjunction with, 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.

8. **Intensive Outpatient Counseling (2080)**

This intervention is for offenders that require a higher degree of structure than is provided in either individual or group counseling, but less structure than is offered in residential treatment.

The vendor shall:

a. **Provide Intensive Outpatient Counseling (2080)** to one (1) or more defendant(s)/offender(s) who are demonstrating more complex symptoms requiring more intense, structured outpatient interventions, while allowing the defendant(s)/offender(s) to live at home and work while receiving treatment. The vendor shall utilize cognitive behavioral

interventions. The format shall include:

(1) 1 hour a month of individual counseling sessions as part of the 2080 price; and

(2) 3-hour sessions of group counseling (minimum length) at least three days per week.

(3) Review and evaluate the need for continued intensive outpatient treatment every 90 days and communicate with the USPO/USPSO to discuss the reasons for continued treatment. Subsequent to this review intensive outpatient treatment shall be continued only upon the approval of the USPO/USPSO;

(4) Reduce the frequency of sessions only with USPO/USPSO approval on an amended Program Plan (Probation Form 45).

9. **Integrated Treatment Services for Co-Occurring Disorders**

Defendants/offenders with co-occurring disorders should receive substance abuse and mental health services in an integrated fashion. When receiving integrated treatment services defendants'/ offenders' are treated by the same clinician and/or team in the same location.

The vendor shall provide:

a. One or more of the following (or any combination thereof):

(1) **Integrated Treatment Services for Co-Occurring Disorders/Individual (6015)** to one (1) defendant/ offender. This treatment shall conform to the standards set forth in 2010 and 6010, but shall be completed in an integrated fashion;

(2) **Integrated Treatment Services for Co-Occurring Disorders/Group (6026)** with at least two (2), but no more than ten (10) defendants/offenders This treatment shall conform to the standards set forth in 2020 and 6020, but shall be completed in an integrated fashion**.**

(3) **Integrated Treatment Services for Co-Occurring Disorders/Treatment Readiness Group (6027)** Two (2)or more defendants/offenders and/or family members.

(4) **Integrated Treatment Services for Co-Occurring Disorders/Family (6036)** to a defendant/offender and one (1) or more family members. The vendor may meet with family members without the defendant/offender present with USPO/USPSO approval.

The vendor shall ensure that:

b. Practitioners providing integrated treatment services for co-occurring disorders be a licensed/certified psychiatrist, psychologist, doctoral-level or Masters-level practitioner who meets the standards of practice established by his/her state's

regulatory board and are trained in working toward the recovery of clients with co-occurring disorders;

c. Practitioners use integrated treatment approaches deemed successful with individuals with co-occurring psychiatric and substance abuse disorders;

d. Practitioners develop a treatment plan which includes: (1) short and long-term goals the defendants/offenders will be attempting to achieve; (2) measurable objectives which relate to the achievement of the corresponding goals and objectives; (3) type and frequency of services to be received; (4) specific criteria for treatment completion and the anticipated time-frame; (5) documentation of treatment plan review, at least every 90 days, to include the following: defendant's/offender's input, continued need for treatment, and information on family and significant other involvement (i.e., community support programs, etc.). Note: treatment plan should be attached to the monthly treatment report provided to the USPO/USPSO;

e. Practitioners shall notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified. Factors which increase general risk of violence shall be communicated to the USPO/USPSO assigned to the case. If assigned USPO/USPSO is not available, practitioners shall notify a supervisor or the duty officer

f. Emergency services (e.g., after hour staff phone numbers, local hotlines) and/or procedures are in place when counselors are unavailable;

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

h. Ensure that only face-to-face contacts with the defendant/offender (or family) are billed and that emergency telephone calls are factored into the basic unit price.

10. **Physical Examination and Laboratory Studies**

Physical Examinations and Laboratory Studies may be an adjunct to Mental Health, Substance Abuse, or Co-Occurring Treatment, and shall be billed under PCs 4010 and 4020 below.

The vendor shall provide:

a. **One Physical Examination and Report (4010)** per defendant/offender, as deemed medically necessary, conducted by:

(1) A licensed medical doctor/physician, or other

qualified practitioner who is board certified or board-eligible, and meets the standards of practice (i.e., academic training, residency, etc) established by his/her state's regulatory board, or;

(2) Other qualified practitioner (i.e., Licensed/Certified Nurse Practitioner/Specialist) who meets the standards of practice established by his/her state's regulatory board.

b. **Laboratory Studies and Report (4020)** including blood and urine testing at actual price when deemed medically necessary

c. A typed report to the USPO/USPSO within ten (10) business days after completing the **Physical Examination (PC 4010)** and **Laboratory Studies (PC 4020).**

11. **Psychological/Psychiatric Evaluation Testing and Report**

The vendor shall provide:

a. **Psychological Evaluation and Report (5010)** - is an evaluation conducted by a licensed/certified psychologist (Ph.D or Psy.D, or other advanced doctoral degree) which includes all available information from defendant/offender self-reports, criminal justice records, available mental health or psycho-social reports. This evaluation and report shall serve the purpose of providing and/or clarifying diagnostic impression, assisting in differential diagnosis, and/or assisting in treatment planning. Additionally, as part of the evaluation, the evaluator renders an opinion based on results of available psychological testing as required;

b. **Psychological Testing and Report (5020)** - is a diagnostic interview and a battery of neuropsychological and/or personality tests (i.e., objective personality tests, projective personality tests, trauma symptoms personality tests, etc) to assess personality and/or thought or neurological disorders and to assist with a diagnostic impression and treatment recommendations. Since the number of tests administered may vary, the price of the complete report including the battery of tests will be expressed as a not-to-exceed (NTE) amount, while any combination of individual tests shall be billed at a lesser amount.

c. **Psychiatric Evaluation and Report (5030)** - is a medical evaluation conducted by a licensed medical doctor, preferably a Psychiatrist, who specializes in disorders of the mind. The purpose for this type of evaluation is to establish a psychiatric diagnosis, to determine the need for psychotropic medications and/or to develop an initial treatment plan with particular consideration of any immediate interventions that may be needed to ensure the defendant's/offender's safety or that of the community.

NOTE: Physical examinations and laboratory tests associated with a psychiatric evaluation and report shall be provided under project codes 4010 and 4020, respectively.

d. A typed report to the USPO/USPSO within 10 business days after completion of any of the listed mental health services (**5010, 5020, and 5030**). At a minimum, the report shall include the following:

(1) For **Psychological Evaluation and Report (5010) and/or Psychological Testing and Report (5020)**

(a) Vendor' s/Evaluator' s contact information, reason for referral, sources of information for the report (to include current counselors) and/or procedures/tests administered during the evaluation;

(b) The dates of each test administered, the date of the diagnostic interview and the date the report was prepared;

(c) A list and brief description (i.e., type/purpose of evaluation tool) of all tests (5020) administered (i.e., MMPI, Rorschach, WAIS-R, DIS, SCI, etc)

(d) Background information (i.e., prior psychological assessments, prior treatment efforts, defendant' s/offender' s conceptualization of his/her problem, family history of mental illness, history of substance abuse, medication use, social history, etc). NOTE: The background information shall not be a synopsis and/or overview of presentence or pretrial services reports or any other institutional progress reports provided by the USPO/USPSO to the vendor for background information, but shall include information from those reports;

(e) History of present illness (Complaint)

(f) Behavioral observations;

(g) Cognitive functioning (i.e., range of intellectual functioning), if necessary;

(h) Social-Emotional functioning (i.e., implications of the defendant's/offender's cognitive strengths/weaknesses, ability to appreciate judgment and empathic ability);

(i) Mental status examination (including appearance, general behavior, expression of mood and affect, speech and language, suicidal/homicidal thoughts (including current level of dangerousness to self/others);

(j) Social history (i.e., psychosocial/developmental history, occupational and family history. NOTE: The social history shall not be a synopsis and/or overview of presentence and/or pretrial services reports, or other institutional progress report provided by the USPO/USPSO to the vendor for background information, but shall include information from those reports);

(k) Diagnostic impression according to the most current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (i.e., DSM). If a defendant/offender does not meet a DSM criteria that shall be noted in the evaluation. (NOTE: All five axes are required.) For Axis V, indicate current global assessment of functioning (GAF) score (include current and highest in past year);

(l) Recommendations (should include whether further psychological or psychiatric treatment is required; if so, what specific issues require treatment, required modality of treatment, frequency, intensity, and treatment goals).

(2) **For Psychiatric Evaluations and Report (5030):**

(a) Reason for the evaluation (i.e., main complaint, general psychiatric evaluation, emergency evaluation, or clinical consultation), and sources of information for the report (to include current counselors);
(b) History of present illness (i.e., history of current symptoms, available details on previous treatments, etc);
(c) Past psychiatric history (i.e., history of all past episodes of mental illness and treatment, previous established diagnoses, medication usage and duration, etc);
(d) General medical history;
(e) History of substance abuse (i.e., if available, include information on the quantity, frequency, route of administration, pattern of licit and illicit psychoactive substances);
(f) Social history (i.e., psychosocial/developmental history, occupational and family history). NOTE: The social history shall not be a synopsis and/or overview of presentence and/or pretrial services reports or other institutional progress reports provided by the USPO/USPSO to the vendor for background information, but shall include information from those reports);
(g) Physical examination (if required);
(h) Mental status examination (including appearance, general behavior, expression of mood and affect, speech and language, suicidal/homicidal thoughts (including current level of dangerousness to self/others);
(i) Functional assessment;
(j) Description and evaluation of all testing components;
(k) Diagnostic impression according to the most current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (i.e., DSM). If defendant/offender does not meet a DSM criteria that shall be noted in the evaluation. (NOTE: All five axes are required.) For Axis V, indicate current global assessment of functioning (GAF) score (include current and highest in past year);
(l) Recommendations (shall include whether further psychological/psychiatric treatment is required; whether or not medications are required, if so, type, dosage, and route of administration). If treatment is not indicated, this should be clearly stated. If treatment is indicated, all interventions recommended shall be detailed (i.e., individual, group, etc).

e. The vendor shall contact the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for the evaluation and shall follow up with a written notification.

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

The vendor shall provide:

a. **Mental Health Intake Assessment and Report (5011)** - shall be performed by a masters-level or doctoral-level clinician who is licensed or certified and meets the standards of practice established by his/her state regulatory board. The assessment clearly identifies the need for treatment, need for additional assessments or testing (including assessment to determine need for psychotropic medications). The assessment could also be conducted by a non-licensed masters level clinician under the direct supervision of a licensed professional in accordance with your state's 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 after the vendor's first personal contact 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 a 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/offender's mental health as it relates to supervision;
(d) Any identifying background information, outpatient/inpatient mental health history, family/medical history, substance abuse history, current social situation (i.e., source of income, employment, environment, etc.), five axial DSM-IV diagnosis (if applicable) and treatment recommendations (if applicable);

(3) The vendor shall contact the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for the evaluation and follow up with a written report.

13. Mental Health Counseling

Counseling is a clinical interaction between an defendant/offender and a psychiatrist, psychologist, or masters-level practitioner who is licensed or certified by their state's regulatory board. The interactions shall be deliberate and based on clinical modalities, which have demonstrated evidence to stabilize mental health symptoms.

The vendor shall provide:

a. All of the following services, which may be ordered on the Form 45 individually or in any combination:

(1) **Individual Counseling (6010)** to one (1) defendant/offender,
(2) **Group Counseling (6020)** to two (2) or more defendants/offenders but no more than twelve (12)
(3) **Education Group (6021)** to two (2) or more individuals. A mental health education group is topic-specific and may be delivered to the defendant/offender and/or their family. The purpose of this group is to: (1) offer insight into the defendant's/offender's illness and to teach them coping strategies to deal with the realities of their disorders; (2) assist with treatment compliance (3) assist defendants/offenders and/or family members on how to access community support services.
(4) **Cognitive-Behavioral Group (6028)** - is designed for two (2) or more defendants/offenders but no more than twelve (12). The goal of this intervention is to change the way offenders think, hence changing the way they behave. More specifically, CBT restructures an offender/defendant's thought patterns while simultaneously teaching pro-social skills. This type of intervention is effective in addressing criminogenic needs such as anti-social values and poor impulse control.
(5) **Family Counseling (6030)** to a defendant/offender and one or more family members. The vendor may meet with family members without the defendant/offender present with USPO/USPSO written approval.

The vendor shall ensure that:

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

(b) Practitioners conducting **Cognitive-Behavioral group (6028**) utilize theoretical models such as behaviorism, social learning, or cognitive-behavioral theories of change.

(c) Practitioners prepare treatment plans that include: (1) short and long-term measurable goals and objectives the defendant(s)/offender(s) will be attempting to achieve;(2) type and frequency of services to be received; (3) specific criteria for treatment completion and the anticipated time-frame; (4) documentation of treatment plan review, at least every 90 days, to include the following: defendant's/offender's input,continued need for treatment, and information on family and significant other involvement (i.e., community support programs, etc.). NOTE: treatment plan shall be attached to the monthly treatment report provided to the USPO/USPSO after every revision but at least every 90 days.

(d) Emergency services (e.g., after hour phone numbers, local hotlines) shall be available for defendants/offenders when counselors are unavailable. Emergency telephone calls shall be included in the basic unit prices;

(e) Only face-to-face contacts between practitioner and defendant/offender (or family) are invoiced.

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

(g) Counselors shall notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified. If the assigned USPO/USPSO is not available, counselor shall notify a supervisor or theduty officer.

14. **Intensive Outpatient Mental Health Counseling (6080)**
This intervention is for defendants/offenders that require a higher degree of structure than is provided in either individual or group counseling, but less structure than is offered in residential treatment.

The vendor shall provide:

a. **Intensive Outpatient Mental Health Counseling (6080)** to one (1) or more defendants/offenders who demonstrate psychiatric symptoms, or marked exacerbation of clinical symptoms consistent with a DSM diagnosis, which are of a complex nature requiring more intense or structured outpatient interventions. Services shall include, but not be limited to:

(1) Counseling sessions provided in 3-hour sessions (minimum length) at least three days per week.

(2) An initial assessment by a licensed mental health professional prior to admission followed by a comprehensive mental health evaluation within 15 days of admission (unless one has been completed within a year) with a typed report submitted to USPO/USPSO within 15 days of the completion of the assessment;

(3) A treatment plan which includes: (1) short and long-term goals the defendant/offender will be attempting to achieve; (2) measurable objectives which relate to the achievement of the corresponding goals and objectives; (3) type and frequency of services to be received; (4) specific criteria for treatment completion and the anticipated time-frame; (5) documentation of treatment plan review (including defendant/offender's input) documenting continued need for treatment (at least every 30 days). The plan shall include information on family and significant other involvement (i.e., community support programs, etc) Treatment plan shall be attached to the monthly treatment report provided to the USPO/USPSO;

The vendor shall:

(4) Ensure that counselors shall notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified. If the assigned USPO/USPSO is not available, counselor shall notify a supervisor or the duty officer.

(5) Provide a licensed facility staffed by licensed/certified psychiatrists, psychologists, or masters-level counselors and/or practitioners who meet the standards of practice to perform these services as established by his/her state's regulatory board and/or accrediting agency;

(6) Provide emergency services (e.g., after hour staff phone numbers, local hotlines)
when counselors are unavailable. Emergency telephone calls shall be included in the basic unit price;

(7) Ensure that only face-to-face interventions with the defendant/offender (or family) are invoiced;

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

15. **Sex Offense-Specific Evaluation and Report (5012)**

A sex offense-specific evaluation (also commonly known as a "psychosexual evaluation") is a comprehensive evaluation of an alleged or convicted sex offender to determine the risk of recidivism, dangerousness, and necessary treatment. This type of evaluation may include one and/or all of the following services: **penile plethysmograph (5021), clinical polygraph (5022), psychological testing (5020), and/or Abel Assessment for Sexual Interest (AASI (5025), and any other assessment deemed appropriate by the clinician and approved in advance by the USPO/USPSO.**

The vendor shall provide:

a. A **sex offense-specific evaluation and report (5012)** for the purposes of assessing risk factors and formulating a treatment program plan (Probation Form 45);

b. A typed report to the USPO/USPSO within 10 business days after completion of evaluation. Report shall include the following:

(1) Vendor's/Evaluator's contact information, reason for referral, and/or

procedures/tests administered during evaluation, and sources of information for the report;

(2) Dates of all tests administered and date report was prepared;

(3) Description of all tests administered.

NOTE: If a **penile plethysmograph (5021), clinical polygraph (5022), psychological testing (5020, and /or Abel Assessment for Sexual Interest (AASI) (5025**) are administered as part of the evaluation, the price of each test shall be invoiced individually by project code. If tests in addition to the ones mentioned above are administered, they shall be approved in advance by the USPO/USPSO and the price of the complete report including the battery of tests shall be expressed as a not-to-exceed (NTE) amount; while any combination of individual tests may be billed at a lesser amount.

(4) Evaluation of the defendant's/offender's reliability in self-report, level of deviancy, level of violence and coercion, factors impacting dangerousness/likelihood of future sexual offenses, escalation of high-risk behaviors, and motivation/amenability for treatment;

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

(5) Specific diagnostic impressions and recommendations for treatment. If treatment is not indicated, this should be clearly stated. If treatment is indicated, all interventions recommended should be detailed (i.e., group therapy, aversion therapy, medications, etc), and;

(6) Specific recommendations for community management. This must include the level of environmental restriction recommended if results allow for such determination.

The vendor shall ensure:

a. A **sex offense-specific evaluation and report (5012)** is completed by a licensed/certified psychiatrist, psychologist, or masters-level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of their state's regulatory sex offender management board (where applicable) and the Association for the Treatment of Sexual Abusers (ATSA) regarding the assessment of sexual abusers

b. The practitioner utilizes at least one actuarial risk assessment, that has been researched and demonstrated to be statistically significant in the prediction of re-offense or dangerousness. Examples of actuarial assessments include: VRAG, SORAG, HARE PCL-R, RRASOR, STATIC 99, MNSOST-R).

c. The evaluator notifiesn the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for evaluation and then follows up with a written report.

16. **Sex Offense-Specific Counseling**

a. As ordered on the Probation Form 45 the vendor shall provide:
   (1) **Individual Counseling/Sex Offender (6012)** to one (1) defendant/offender, or
   (2) **Group Counseling/ Sex Offender (6022)** to two (2) or more defendants/offenders but no more than ten (10), or
   (3) **Family Counseling/ Sex Offender (6032)** to a defendant/offender and one or more family members. The counselor may meet with family members without the defendant/offender present with USPO/USPSO written approval.This project code is also appropriate for family members who have suffered victimization by the defendant/offender and/orto prepare family members for possible reunification; or
   (4) **Treatment Readiness Group/Sex Offender (6090)** to two (2) or more defendants/offenders but no more than twelve (12).Treatment readiness Group shall include defendants/offenders with little or no understanding of the cycle of sexual offenses. The attendance of one family member per defendant/offender is included in the unit price in Section B price.

The vendor shall ensure that:

a. **Sex offense-specific counseling (6012. 6022. 6032. and 6090)** is provided by a licensed/certified psychiatrist, psychologist, or masters-level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of their state's regulatory sex offender management board (where applicable) and the Association for the Treatment of Sexual Abusers (ATSA) regarding the assessment and treatment of sexual abusers

b. Practitioners use sex offense-specific treatment. Sex offense-specific treatment is defined as treatment interventions used to help sex offenders accept responsibility, have an increased level of recognition and focus on details of the actual sexual behavior, arousal, fantasies, planning and rationalizations of their sexually deviant thoughts and behavior;

c. Practitioners shall notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified. If the assigned USPO/USPSO is not available, practitioners shall notify a supervisor or the duty officer.

d. Any factors which increase general risk of further sex offenses shall be communicated to the USPO/USPSO assigned to the case;

e. Emergency services (after hour phone numbers, and local hotlines) are available for defendants/offenders when practitioners are not available. Emergency telephone calls are included in the basic unit prices.

f.. Only face-to-face contacts with the defendant/offender (or family) shall be invoiced and;

Sex offense-specific counseling shall include but not be limited to:

a. Treatment plans include: (1) short and long-term measurable goals and objectives the defendant/offender will be attempting to achieve; (2) type and frequency of services to be received; (3) specific criteria for treatment completion and the anticipated time-frame; (4) documentation of treatment plan review (including defendant's/offender's input) documenting continued need for treatment **at least every 90 days.** The plan shall include information on family and significant other involvement (i.e., community support programs, etc). The Treatment Plan shall be attached to the monthly treatment report provided to the USPO/USPSO after every revision, but at least every 90 days;

b. A typed discharge summary shall be submitted to the USPO/USPSO **within 15 calendar days** of the date treatment is terminated. This summary shall include reason for discharge and any recommendations for future care. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated.

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

(17) **Chaperone Training and Support/Sex Offender (6091) -**

Chaperone Training and Support is a psycho-educational/specialized training for one (1) or more significant others, or family members of a defendant/offender convicted of a sex offense. The goal is to provide a means of certifying individuals designated by the probation/pretrial services officer to act as a chaperone for a defendant/offender and safeguard for the community.

The vendor shall ensure that:

a. **Chaperone Training and Support (6091)** services shall include, but not be limited to the following topic areas. The topics addressed in the training and support must be individualized and case-specific, assuring disclosure of the offender's deviant sexual interests and behavior to prepare the chaperone to adequately observe, interpret, and act upon the offender's future interactions with children under conditions set by the USPO/USPSO

(1) Responsibilities and limitations of the chaperone;
(2) Myths associated with sexual offending;
(3) Definitions of paraphilias;
(4) Identification of mistaken beliefs, thinking errors;
(5) Offense cycle;
(6) Grooming behaviors;
(7) Victimology;
(8) Relapse prevention;
(9) Signs of increasing risk.

b. Chaperone training and support services are provided by a licensed/certified psychiatrist, psychologist, doctoral-level or Masters-level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of their state's regulatory sex offender management board (where applicable) and the Association for the Treatment of Sexual Abusers (ATSA) regarding the assessment and treatment of sexual abusers;

c. Only face-to-face training and support services with the chaperone(family) and/or defendant/offender are billed and emergency telephone calls are factored into the basic unit price;

d. Monthly written treatment reports are to be provided to the USPO/USPSO and include known barriers to the goals of treatment, risk factors and any individualized requirements for safe completion of the program;

e. Successful completion of Chaperone Training and Support is based on a professional evaluation of the individual's ability to act to protect children as a chaperone and not dependant solely upon completion of a specific number of sessions;

f. A discharge summary shall be submitted to the USPO/USPSO **within 10 days** of program termination. At a minimum the summary shall include topics trained; type of support provided; length of training and support; reason for discharge and any recommendations for future chaperone development. In all cases, known community risk factors, barriers to future chaperone implementation and the discharge status (i.e., successful discharge, unsuccessful discharge, program interruption, etc.) should be clearly stated.

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

18 **Physiological Measurements**

For identification, treatment, and management of sexual abusers, the vendor shall provide the following services:

a **Penile Plethysmograph (5021**) - is a phallometric assessment and report of sexual arousal. It is a method of objectively assessing a defendant' s/offender' s response to a wide range of sexual stimuli. It may also identify a defendant's/offender's sexual preference.

b. **ABEL Assessment for Sexual Interest (AASI) (5025)** - is an objective method for evaluating deviant sexual interest and is designed to determine the treatment needs and risk level.

For the above services, the vendor shall ensure that:

(1) Examiners performing the plethysmograph or AASI adhere to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers.

(2) Penile Plethysmograph or AASI tests shall be conducted only by specifically trained clinicians and examiners. Examiners shall maintain membership in appropriate professional organizations and participate in regular relevant continuing educational training programs.

(3) Consent forms specific to the penile plethysmograph/AASI procedure shall be read, signed and dated by the defendant/offender. If the defendant/offender refuses to sign, the examiner shall contact the USPO/USPSO immediately.

(4) Examiners shall provide a typed report **within 10 business days** to the USPO/USPSO outlining findings

(5) If necessary, examiners shall explain findings in any hearing or case evaluation conference (See additional information under Vendor Testimony)

c. **Clinical Polygraph Examination and Report (5022)** is a diagnostic instrument and procedure which includes a report designed to assist in the treatment and supervision of defendants/offenders by detecting deception or verifying the truth of statements by persons under supervision or treatment. The two types of polygraph examinations that shall be administered to defendants/offenders under this code are:

(1) **Sexual History Disclosure Test**: examines a defendant's/ offender's lifetime sexual history and it may be included as a part of the sex offense-specific evaluation.

(2). **Instant Offense/Specific-Issue Disclosure Test**: examines a specific behavior, allegation or event. It may be conducted at the beginning of or during treatment.

d. **Maintenance/Monitoring Test (5023)**: a periodic polygraph examination (usually conducted every four to six months) to monitor a defendant's/offender's compliance with treatment and/or conditions of supervision imposed by the court. The polygraph examination may be used in conjunction with other monitoring methods (e.g. Penile Plethysmograph).

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

The vendor shall ensure that polygraph examiners meet the following minimum standards (**5022 and 5023)** and that polygraph examinations are conducted in accordance with the following:

(1) **Education**. Polygraph examiners shall be graduates of American Polygraph Association (APA) accredited programs. In addition examiners shall have a baccalaureate degree from a four year college or university or five years experience as a private investigator or law enforcement officer. A minimum of 40 hours of post conviction specialized instruction, beyond the basic polygraph examiner training, shall be required of those who practice sex offender polygraph testing. Examiners who have passed a final examination approved by the APA are preferred.

(2) **Certification**. Polygraph examiners shall be members of a professional organization that provides regular training on research and case management of sex offenders.

(3) **Experience**. Polygraph examiners shall have a minimum of two years of polygraph experience in criminal cases. Examiners are required to have specialized training or experience in the examination of sex offenders.

(4) **Reporting and Availability**. All polygraph examination written reports shall include the following:

(a) date and time of examination;

(b) name of person requesting examination;

(c) name of offender;

(d) location of examination;

(e) date of last examination;

(f) pre-test interview, examination questions, results, and post-test interview.

Polygraph examiners shall provide a written report **within 10calendar days** to the USPO/USPSO outlining findings and if necessary explain findings in any hearing or case evaluation conference.

(5) **Quality Control**. All polygraph examinations of defendants/offenders submitted for quality control shall be recorded in their entirety. Though video recording is the preferred medium, audio recording is sufficient to meet this standard.

(6) **Ethics and Standards**. Polygraph examiners shall adhere to the established ethics, standards and practices of the American Polygraph Association (APA). In addition, the examiner shall demonstrate competency according to professional standards and conduct all polygraph examinations in a manner that is consistent with the accepted standards of practice in the clinical polygraph examination community.

(7) **File Maintenance**. Polygraph examinations shall be kept for three years after the final payment date. Every file shall include at a minimum, the following information: name, date, location of examination, copy of consent forms, pre-test worksheet, copy of test questions, all case briefing materials, copy of charts or disk which contains charts, an examiner hand score sheet, and the examiner's decision.

19. **Psychotropic Medication**

Psychotropic medication is defined as a class of drugs that are prescribed for persons whose symptoms are viewed as having a psychological base. This class of drugs is typically prescribed to stabilize or improve mood, mental status, or behavior. If medically appropriate, generic medications shall be prescribed.

The vendor shall provide:

a. **Psychotropic Medication (6040)** in either oral or injectable form subsequent to a prescription from a licensed psychiatrist, medical doctor/physician, or other qualified practitioner with current prescriptive authority, who meets the standards of practice established by his/her state's regulatory board.

The vendor may charge an:

b. **Administrative Fee (6041)** is a fee to acquire the psychotropic medication (i.e., via a pharmacy or other source) not exceeding five (5) percent of the actual funds expended for the psychotropic medications.

The vendor shall provide:

c. **Administration of Psychotropic Medication (6050)** - the service act of dispensing oral medication and monitoring its ingestion and/or administration of intra-muscular injections. **The vendor shall provide necessary physical examinations and laboratory tests associated with psychotropic medications under codes 4010 and 4020, respectively.**

d. **Medication Monitoring (6051)**

The vendor shall:

(1) Prescribe and evaluate the efficacy of psychotropic medications (incorporating feedback from the treatment provider and/or the USPO/USPSO), the need for laboratory testing, order the laboratory tests as indicated, and monitor the laboratory test results making changes to the treatment regimen as indicated;

(2) Report the name of the authorized practitioner who provided the medication monitoring, date, service code, length of contact, and comments (i.e., adjustment, responsiveness, need for change in medication, etc) on the Monthly Treatment Report (Prob 46).

The vendor shall ensure that:

e. **Medication monitoring (6051)** is provided by:

(1) A licensed psychiatrist, medical doctor/physician, or other qualified practitioner with current prescriptive authority, who is board certified or board-eligible by the American Board of Psychiatry or the American Osteopathic Board of Neurology and Psychiatry, and/or meets the standards of practice (i.e., academic training, residency, etc) established by his/her state's regulatory board), or;

(2) Other qualified practitioner (i.e., Licensed/Certified Nurse Practitioner/Specialist) with current prescriptive authority who meets the standards of practice established by his/her state's regulatory board.

20. **Outpatient Detoxification/Antagonist Treatment (7020)**

The vendor shall provide:

a. Detoxification services only as directed by the USPO/USPSO on the Program Plan (Probation Form 45) including but not limited to the following:

(1) **Outpatient Take Home Medication (7020)** (e.g., Naltrexone, Trexan, Antabuse, Methadone, Buprenorphine, etc.), as needed, provide "take home" medication to be invoiced at the rate indicated in Section B.

The vendor shall provide necessary physical examinations and laboratory tests associated with Outpatient Take Home Medication, under codes 4010 and 4020, respectively.

21. **Inpatient Detoxification**

The vendor shall provide:

a. One of the following:

(1) **Medical Detoxification (8010)** in a twenty-four (24) hour medically supervised setting, **or**

(2) **Non-medical Detoxification (8050)** in a non-medical therapeutic "socialdetoxification" setting with routine medical and nursing services on call, **and**

b. Inpatient detoxification services including:

(3) **Inpatient Detoxification Medication (8030)** The vendor shall provide necessary physical examinations and laboratory tests associated with Inpatient Detoxification under codes 4010 and 4020, respectively.

The vendor shall ensure that:

a.. Medication is administered in compliance with all federal, state and local regulations.

22. **Methadone Maintenance and Detoxification**

The vendor shall provide:

a. **Methadone Detoxification (9021)** - requires the vendor to administer methadone to a defendant/offender for a short duration (less than 90 days) in decreasing dosages.

b. **Methadone Maintenance (9020)** - requires the vendor to administer methadone to a defendant/offender for a period of time longer than ninety (90 days).

c. Methadone maintenance services shall be provided to a defendant/offender only on USPO/USPSO written approval (via Form 45) including:

(1) **Physical Examination and Report (9010)** to determine if there are any dangerous side effects of medication, **and**
(2) **Medication (9020, 9021)** which may include medication in addition to methadone,

d. As needed, take home medication and shall be invoiced at the rate indicated in Section B of the contract.

e. Methadone treatment within one (1) week of a defendant's/offender's release from a penal or chronic care institution if the defendant/offender was in the institution for a period of less than thirty (30) days.

The vendor shall provide necessary laboratory tests associated with medications under code 4020.

The vendor shall ensure that:

f. Medication is administered in compliance with all federal, state and local regulations.

g. The program administering the medication is licensed by the Drug Enforcement Administration to dispense methadone for therapy.

h. Methadone is administered in conjunction with intensive counseling and urine specimen collection.

i. The vendor is certified as an Opiate Treatment Program in accordance with 42 CFR Part 8.

j. Medication is prescribed by physicians who have specialized training in addiction medicine.

k. The defendant/offender:

(1) Is at least 18 years old; and
(2) Has voluntarily agreed to methadone treatment; and
(3) Meets the criteria for opiate dependence as defined in the current version of the DSM ; and

(4) Has written medical clearance stating that:
(a) There is minimum danger of side effects from medication; and
(b) Defendant/offender is fully aware of the side effects.

The vendor shall:

l. Review with the USPO/USPSO the defendant's/offender's program regularly to monitor dosage levels and length of treatment, and

m. Meet with patients to observe ingestion (except for take home medication).

n. Meet with defendants/offenders monthly to provide counseling for 30 minutes. The price of this counseling shall be included in the per dose price for the medication and billed under PC 9020, 9021.

o. Monitor the patient for evidence of clinical deterioration.

p. Withdraw the defendant/offender completely from maintenance treatment after defendant/offender:

(1) Demonstrates sustained progress, and
(2) USPO/USPSO and vendor's staff jointly to determine that methadone treatment is no longer needed.

23. **Residential Placements**

The vendor shall provide at the daily per diem rates stated in Section B, the following services:

a. **Therapeutic Community Treatment (1001):Temporary Housing (1101); Confined Treatment Alternative (1503); Short-term Residential Treatment (2001); Long Term Residential Treatment (2002); Short-Term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-term Residential Treatment for Co-Occurring Disorders (6002):**

(1) Per diem rates include room and board, assessment, counseling/therapeutic services, physical examination (except temporary housing) and blood and urine specimen collection.

(2) For invoicing purposes per diem rates are calculated based on the following:

(a) A calendar day unit (midnight to midnight) for continuous placement of over 24 hours; and

(b) Is prorated/calculated as one-fourth of a calendar day for
(1) Six (6) hours or less, or
(2) When a client is absent from contractor's facility without USPO/USPSO's or vendor's permission for over twenty-four (24) hours.

Example:
Assume a per diem rate of $12.00. Client entered a residential facility at 2:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

Time Spent		**Charge**
Day 1	2 Quarters	$6.00
Day 2	4 Quarters	$12.00
Day 3	2 Quarters	$6.00

(1) **Therapeutic Community Treatment (1001) .** Therapeutic Community Treatment Centers are a drug-free residential setting that uses a hierarchical model with treatment stages that reflect personal and social responsibility. Peer influence, mediated through a variety of group processes, is used to help individuals learn and assimilate social norms and develop more effective social skills.

The vendor shall ensure that services are provided:

(a) Only upon a vendor's professional staff recommendation, USPO/USPSO's approval, **and**
(b) For a period not exceeding 270 days unless OPPS approves the extension (USPO/USPSO monitors the client's progress and reviews the placement every sixty (60) days).
(c) In three major stages:
(1) Induction and Treatment - during the first 30 days to assimilate the individual into the Therapeutic Community;
(2) Primary Treatment - using a structured model of progression through increasing levels of pro-social attitudes, behaviors and responsibilities.
(3) Re-entry - to facilitate the individual's separation from the Therapeutic Community and successful integration to society.

(2) **Short-term Residential Treatment (2001**) is for defendants/ offenders suffering from chemical dependency that need residential treatment for a period not exceeding 90 days. Residential treatment facilities provide a highly structured environment that incorporates counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The defendant's/ offender's progress shall be monitored and reported to the USPO/USPSO every 30

days.

(3) **Long-term Residential Treatment (2002)** - is for defendants/ offenders suffering from chemical dependency that need residential treatment for a period not exceeding 270 days. Residential treatment facilities provide a highly structured environment that incorporates counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The defendant's/ offender's progress shall be monitored and reported to the USPO/USPSO every 30 days.

(4) **Temporary Housing (1101**) "for a period not to exceed ten days, unless an extension is determined appropriate by the USPO/USPSO and approved by OPPS. This service shall be used while defendants/offenders transition to another treatment program approved by the USPO/USPSO.

(5) **Short-term Residential Treatment For Co-Occurring Disorders (6001)** an inpatient treatment program for individuals who are suffering from both chemical abuse/dependence and a mental health disorder. It shall be for a period not to exceed 90 days, unless an extension is determined appropriate by the USPO/USPSO and approved by OPPS. Residential treatment facilities provide a highly structured environment that incorporates counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The vendor shall monitor defendant's/offender's progress and report to the USPO/USPSO every 30 days.

(6) **Long-term Residential Treatment For Co-Occurring Disorders (6002)**an intensive residential treatment program for individuals who are suffering from both chemical abuse/dependence and a mental health disorder, for a period not to exceed 270 days, unless an extension is determined appropriate by the USPO/USPSO and approved by OPPS. Residential treatment facilities provide a highly structured environment that incorporates counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The vendor shall monitor defendant's/offender's progress and report to the USPO/USPSO every 30 days.

(7) **Confined Treatment Alternative (1503)** - substance abuse treatment and other types of educational services in a confined facility for defendants/ offenders experiencing relapse or substance abuse behavior requiring a short term controlled environment. The length of stay is determined by the USPO/USPSO and ordered by the Court, as a special condition of supervision. The length of treatment shall not exceed 90 days unless an extension is determined appropriate by the USPO/USPSO and approved by OPPS.

The vendor shall provide:

(1) A discharge summary report for each defendant/offender upon termination of the residential period for **Therapeutic Community Treatment (1001); Short-term Residential Treatment (2001); Long Term Residential Treatment (2002); Short-Term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-term Residential Treatment for Co-Occurring Disorders (6002);) and Confined Treatment**

Alternative (1503).

(a) Briefly describing the defendant's/offender's adjustment and performance while in treatment and the circumstances surrounding his/her termination, and

(b) Submit a typed summary to the USPO/USPSO within 10 business days of the defendant's/offender's discharge that includes recommendations for aftercare treatment..

24. **Residential Facilities Requirements (8010, 8050) and Residential Placements (1001, 1503, 2001, 2002, 6001, and 6002)**. All residential, housing and inpatient services listed above shall be provided at facilities that are licensed by the state and locality (if applicable) in which they are located and are in compliance with the Residential Facility Requirements (below).

a. **Defendant/Offender Information**

The vendor shall obtain at intake: the resident's name, home address, date of birth, race, gender, and special medication problems or needs; the name of the resident's personal physician (if applicable); the resident's legal status including conditions of release; and the names of parties to notify in case of emergency. The vendor shall notify the USPO/USPSO immediately if the defendant/offender leaves the treatment facility without proper authorization and/or fails to report for treatment, and within 24 hours if violation conduct occurs, or third party risk issues are identified.

b. **Staff Qualifications**

The vendor shall ensure that the facilities

(1) Have adequately trained and physically able, paid staff on premises to provide 24 hours, 7-days a week coverage.

(2) Use volunteers only at the discretion of the USPO/USPSO.

(3) Keep written position descriptions that accurately describe current duties for all staff performing services under this agreement

(4) Establish minimum employment qualifications for all staff performing services under this agreement.

(5) At a minimum one staff member on each shift is trained in emergency CPR and first aid.

(6) Practitioners providing clinical counseling services have at least one of the following:

(a) an advanced degree (masters-level 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.

(7) Have counselors that are certified and/or have credentials to engage in substance abuse treatment intervention recognized by the state or local certifying authority.

(8) Only use paraprofessionals under the direct supervision of, and in conjunction with, 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.

c. **Code Compliance**

The vendor shall:

(1) Comply with all applicable (e.g., building, sanitation, health, fire, electrical, zoning) laws, ordinances and codes.

(2) Upon the request of the USPO/USPSO the vendor shall document compliance with, or non-applicability of, any item in c (1) above.

d. **Sleeping and Bathroom Facilities**

The vendor shall:

(1) Provide well-lit and ventilated sleeping quarters.

(2) Supply each defendant/offender with a bed, mattress and storage space for personal articles.

(3) Supply each defendant/offender with a complete set of bed linens and towels which are, at a minimum, exchanged or washed weekly.

(4) Provide toilet, wash basin and bathing facilities on the premises.

e. **Emergency Plans**

The vendor shall:

(1) Have annually updated, written emergency and evacuation plans and diagrams for emergencies (e.g., fire, natural disaster and severe weather) that are communicated to each arriving defendant/offender and shall be posted conspicuously in the facility.

(2) Conduct quarterly evacuation drills when a representative number of defendant/offender and other residents are present and document such.

(3) Train all facility personnel to implement the emergency and evacuation

plans and document such training.

f. **Safety Precautions**

The vendor shall provide:

(1) At least two means of exit from each floor level.

(2) Smoke detectors on each floor providing complete and prompt coverage.

(3) Electrically lighted exit signs and egress routes with backup battery powered emergency lighting.

(4) Portable fire extinguishers throughout the facility appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 6,000 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher).

(5) Clean and sanitary facilities and surrounding areas, and clear hallways, stairs and exits.

(6) Fire inspections and testing of fire equipment by the equipment representative are conducted at least semiannually.

(7) No mattresses or pillows acquired after commencement of the contract shall contain polyurethane or polystyrene.

(8) Hazardous materials (e.g., paint adhesives, thinners) are stored in metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits.

g. **General Food Service**

The vendor shall:

(1) Plan diets according to physicians requirements, if applicable.

(2) Provide meals for defendant/offender whose work schedule prevents them from eating at meal time.

(3) Provide daily reasonable food selections.

(4) Provide nutritious, varied and balanced sack lunches for defendants/offenders requiring these.

(5) Prepare menus at least a week in advance and keep menus for three months.

(6) Have a registered dietitian or physician annually approve the nutritional value of fixed menus, and semiannually approve non-fixed menus an document such.

(7) Ensure that all persons preparing food comply with applicable federal, state and local health laws, codes and regulations.

h. **Department of Health. Education and Welfare Food Service Standards**

The U. S. Food and Drug Administration (FDA) publishes the *Food Code* , a model that assists food control jurisdictions at all levels of government by providing them with a scientifically sound technical and legal basis for regulating the retail and food service segment of the industry (restaurants and grocery stores and institutions such as nursing homes). Local, state, tribal, and federal regulators use the *FDA Food Code* as a model to develop or update their own food safety rules and to be consistent with national food regulatory policy. At a minimum, the vendor shall comply with the standards set forth in the most recent version of the *FDA Food Code,* which can be found at http://www.cfsan.fda.gov/~dms/fc05-toc.html.

i. **Vendor Meals Served in Restaurants**

The vendor shall ensure that restaurants preparing and serving food to residents are full-service; have a valid state or local license, certificate or permit to operate, prepare and/or serve food; and meet all state and/or local sanitation and health

j. **Emergency Medical Service**

The vendor shall:

(1) Keep basic first aid supplies as set forth in the American Red Cross First Aid Manual on-site at all times.

(2) Train at least one staff member on each shift in emergency first aid and CPR.

(3) Ensure that emergency 24 hour, 7-days a week medical service is available with a licensed general hospital, private physician or clinic.

(4) Ensure that residents are responsible for their own medical expenses and that staff assists residents in identifying available community resources.

k. **Counseling and Programmatic Requirements (PC 2001, 2002, 6001, 6002)**

The vendor shall provide:

(1) A minimum of 6 hours of structured programmatic activities per weekday (e.g. life skills training, GED, employment readiness, etc.), 3 hours of which shall be clinical group counseling.

(2) A minimum of 1 hour of individual clinical counseling per week.

25. **Additional Requirements for Mental Health-Specific Residential Placements 6001,and 6002):**

a. The vendor shall invoice at the per diem rate for the services described in this section. The per diem rate includes:

(1) An initial mental health intake assessment and report and/or a psychiatric examination and report, and/or a psychological evaluation and report;
(2) Urine specimen collection and reporting results;
(3) Psychotropic medication;
(4) Administration of psychotropic medication;
(5) Medication monitoring;
(6) Clinical consultation with USPO/USPSO;
(7) Individual/group/family counseling

b. Within 15 days of admission of the defendant/offender, the vendor shall:

(1) Provide, an individualized treatment plan emphasizing residential services with specific/measurable goals that are reviewed for progress and modification and includes active family or significant other involvement. The plan shall be designed to reduce the specified symptoms or impairment such that the defendant/offender is able to function effectively in a lower level of care. The treatment plan shall be attached to the monthly treatment report provided to the USPO/USPSO.

(2) Ensure active documentation of case management and continuity of services that is coordinated with the USPO/USPSO and involves family/significant others as appropriate to mobilize family support and community resources;

c. Within 15 days prior to discharge, the vendor shall provide:

(1) Discharge planning and referral services to the defendant/offender as coordinated with the USPO/USPSO.

(2) A discharge summary that shall include attendance, goal completion, reason/status for discharge (i.e., successful/ unsuccessful discharge, interruption of treatment, etc.), family involvement, history of medication compliance, stage of change, diagnosis and prognosis, community referrals, and recommendations for follow up care.

NOTE: The vendor shall notify USPO/USPSO immediately if the defendant/offender leaves the treatment facility without proper authorization and/or fails to report for treatment, and within 24 hours if violation conduct occurs, or third party risk issues are identified.

26. **Defendant/Offender Transportation**

The vendor shall provide:

a **Defendant/Offender Transportation Expenses (1202)** for

defendant/offender transportation to and from treatment facilities:

(1) For eligible defendants/offenders who the USPO/USPSO determines are unemployed or unable to pay transportation prices,
(2) That the USPO/USPSO authorizes and approves, **and**
(3) That do not exceed the price of public transportation via the most direct route.

Note: The vendor may charge an **Administrative Fee (1201)** for **Defendant/ Offender Transportation Expenses (1202)** which is a reasonable monthly fee to administer transportation expense funds, not exceeding five (5) percent of the monthly funds distributed under **Defendant/Offender Transportation Expenses (1202).**

27. **Emergency Financial Assistance**

The vendor shall provide

a **Emergency Financial Assistance (1302)** for actual expenses that may need to be incurred, on an emergency basis only, to assist with and/or implement the required medical, educational, social, psychological, and other specific services authorized to be provided. Such expenses shall be authorized and the amount determined by the USPO/USPSO, and the vendor shall be reimbursed at actual price.

Note: The vendor may charge an **Administrative Fee (1301)** for **Emergency Financial Assistance (1302)** which is a reasonable monthly fee to administer emergency assistance funds, not exceeding five (5) percent of the monthly funds distributed under **Emergency Financial Assistance (1302).**

28. **Vendor Local Travel**

The vendor may invoice for:

a. **Vendor's Local Travel by Vehicle (1401)** for vendor or staff travel to defendants'/offenders' homes or employment, medical appointments or for other contract-related travel authorized and approved by the USPO/USPSO and conforming with the following:

(1) At a rate established in the Judiciary Travel Regulations **and**
(2) Recorded on Probation Form 17, Daily Travel Log, and limited to reimbursement of mileage per judiciary travel regulations.

b. **Vendor's Local Travel by Common Carrier (1402)** for travel outlined above in **Vendor Local Travel by Vehicle (1401)** and conforming with the following:

(1) Reimbursement at actual price, **and**
(2) Recorded on Probation Form 17, Daily Travel Log.

29. **Defendant/Offender Reimbursement and Co-Payment**

The vendor shall:

a. Collect any co-payment authorized on the Program Plan (Probation Form 45) and deduct any collected co-payment from the next invoice to be submitted to the government;

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

c. Document within the Monthly Treatment Report and the Sign-In/Sign-Out Daily Log any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

d. Inform the USPO/USPSO within 3 business days of a defendant's/offender's failure to make a total of 3 consecutive scheduled co-payments;

e. Reimburse the Government 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/offenders, not exceeding five (5) percent of the monthly funds collected.

30. **Deliverables**

a. **Defendant/Offender Records and Conferences**

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. The use of electronic files is not approved under this contract/agreement.

(b) Segregate defendant/offender files from other vendor records. This will facilitate monitoring and promote defendant/offender confidentiality.

(c) Keep a separate file for each defendant/offender.

(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/offender as **CONFIDENTIAL.**

(f) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, **except** litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

(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/offender records that have not been previously furnished, including copies of chronological notes.

b. **Disclosure**

The vendor shall:

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

(2) Obtain defendant's/offender'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/offender 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/offender.

(5) Disclose defendant/offender 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. § 160.201 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) Disclose information on pretrial services clients only in consultation with the USPO and in a manner that gives consideration to the Pretrial Services Confidentiality Regulations.

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

(8) Notify USPO/USPSO immediately upon receipt of legal process

requiring disclosure of defendant/offender records.

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

c. **File Content**

The vendor's file on each defendant/offender shall contain the following records:

(1) **Chronological Notes** that:

(a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any apparent violation behavior.

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

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

(2) **Program Plan** (Probation Form 45) that:

(a) Identifies vendor services to be provided to the defendant/offender and billed to the Government under the terms of the agreement, and any co-payments due by the defendant.

(b) USPO/USPSO prepares during or immediately after the case staffing conference. The program plan authorizes the vendor to provide services (e.g., **Intake Assessment and Report (2011)** to the defendant/offender.

(c) USPO/USPSO shall amend the Program Plan (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) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:

(a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).

(b) To obtain additional services for a defendant/offender during the agreement or to change the frequency of a defendant/offender's urine collection.

(c) To document any other changes in co-payments, frequency of treatment, etc.

(d) To terminate services.

(4) **Monthly Treatment Report (Probation Form 46)** that:

(a) Is submitted along with the monthly invoice and the Daily log for the month for which the vendor is invoicing, except for clients who are receiving urinalysis services only (PC 1010, 1011).

(b) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.

(c) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).

(d) Reflects changes in the Program Plan (Probation Form 45).

(e) Records urine collection and test results, if applicable.

(f) Shall be typed if requested by the USPO/USPSO.

(5) **Authorization to Release Confidential Information** (Probation Forms 11B or 11E and/or 11 PSA Form 6B and/or 6D) that:

(a) The defendant/offender and USPO/USPSO sign prior to the defendant's/offender's first appointment with the treatment provider.

(b) The vendor shall obtain the defendant's/offender's signature before releasing any information regarding the defendant/offender or the defendant's/offender's treatment and progress to the USPO/ USPSO.

(6) **Daily Travel Log** (Probation Form 17) (if applicable) that:

(a) Vendor shall submit Probation Form 17 with the monthly invoice for **Vendor's Local Travel** by vendor or staff.

(1) By **Vehicle (1401)** (at the rate in the Judiciary Travel Regulations), or
(2) By **Common Carrier (1402)** (reimbursed at actual price).

(7) **Sign-In, Sign-Out Daily Log** (if applicable) that:

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

(b) USPO/USPSO or designee uses to certify the monthly invoice.

(c) USPO/USPSO shall review for approval any vendor Daily Log

form that differs from the USPO/USPSO sample form.

(d) Defendant/offender shall sign-in upon arrival and sign-out when leaving/exiting the vendor's facility,

(e) Documents any defendant/offender co-payment, and

(f) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

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

(8) **Urinalysis Log** (If applicable) (Attachment J.9) that:

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

(b) The Urinalysis Log shall record all collected urinalysis specimens and indicate:

(1) Defendant and/or offender's name and PACTS number.
(2) Collection date
(3) Specimen (bar code) number.
(4) Collector's initials.
(5) Test results and date received (if applicable)

(6) Defendant's/offender's name or identifying number

(7) Collection date

(8) Drugs or medication taken

(9) Collector's initials

(10) Special test requested, and

(11) Test results

(c) The Urinalysis Log 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 any vendor Daily Urinalysis Log form that differs from the sample form provided in attachment J.9.

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

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

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

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

(2) Meet with the USPO/USPSO face-to-face or via telephone conference at least every 30 days to discuss the defendant's/offender'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 Abuse and Mental Health Reports)**

The vendor shall:

(1) Provide a report on the defendant's/offender'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 as to whether or not a defendant's/offender'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/offender responded to treatment and no longer needs aftercare, or whether the defendant/offender failed to respond to treatment).

(4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see Attachment No.9).

f. **Vendor Testimony**

The vendor, it’s staff, employees, and/or subcontractors shall:

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only

(a) Upon request of the federal court, United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or

(b) In response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/ offender'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 Government.

(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.

31. **Notifying USPO/USPSO of Defendant/Offender Behavior**

The vendor shall:

a. Notify the USPO/USPSO within 24 hours or as specified in writing by the Contracting Officer of defendant/offender 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) 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).

(4) Failure to appear as directed for urine collection, evaluation, counseling session or alcohol test (i.e., no-show).

(5) Failure to follow vendor staff direction.

(6) Apparent failure to comply with conditions of supervision

NOTE: Vendor shall report any information from any source regarding a defendant's/offender's apparent failure to comply with conditions of supervision.

32. **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/offender 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/offender files unless approved in writing by the Contracting Officer after consultation with OPPS 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/offender files unless approved in writing by the Contracting Officer after consultation with OPPS 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, not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

e. The vendor and its employees shall:

(1) Avoid compromising relationships with defendants/offenders and the probation or pretrial services staff, and

(2) Not employ, contract with, or pay any defendant/offender or defendant's/offender'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, by staff performing services under this agreement within 48 hours of obtaining knowledge.

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

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.

33. **Facility Requirements:**

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

34. **Local Services**

NOTE: Insert statement of work and project codes for local services. On the required service line an asterisk (*) shall be used to denote which project code in Section B will be amended in the local services section. The local services section shall be used for districts to further define a specific need. **Additional codes shall not be created under any circumstances without written approval from Office of Probation and Pretrial Services (OPPS) at the Administrative Office of the United States Courts. All local needs shall be approved, in writing, by OPPS.**

34. **Local Services ***

In addition to all of the requirements in the aforementioned project codes, the vendor shall ensure that the additional following procedures are followed:

1. The vendor must be an active member of the Association for the Treatment of Sexual Abusers (ATSA).

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and/or subcontractor shall:

(a) Maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes).

(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 (OCT 2006)

This procurement 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 clauses may be accessed electronically at this/these address(es): http:www.uscourts.gov**.**

The JP3 clauses listed below are applicable to Agreements and Contracts at any value.

JP3 Clause 2-5A	**Inspection of Products**	**(JAN 2003)**
JP3 Clause 2-5B	**Inspection of Services**	**(AUG 2004)**

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, the vendor shall have the capability to immediately place Federal clients in outpatient or urine surveillance 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.

c. The vendor shall not unilaterally refuse services to any defendant or offender referred by the Government, except where the defendant or offender 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 clients from treatment, 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 or offenders 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. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

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/offender 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.

G.3. Invoices (Mandatory Requirement)

The vendor shall:

a. Submit an original and three (3) copies of the invoices with the **Monthly Treatment Report**, **Daily Log**, **Urinalysis Log** and **Daily Travel Log** (if applicable) to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP.

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 two-part Administrative Office invoice, or a probation office local invoice form, approved by the Administrative Office, indicating:

(1) Individual defendant/offender 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.

d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:

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

(2) Includes only charges for services actually provided to defendant(s)/offender(s).

e. The vendor shall submit separate invoices for services provided to pretrial services defendants and Bureau of Prisons inmates to the appropriate pretrial services or Bureau of Prisons office.

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.

(1) PC 1010	(12) PC 5012	(23) PC 6022
(2) PC 2010	(13) PC 5020	(24) PC 6028
(3) PC 2011	(14) PC 5021	(25) PC 6030
(4) PC 2020	(15) PC 5022	(26) PC 6032
(5) PC 2030	(16) PC 5023	(27) PC 6090
(6) PC 2040	(17) PC 5025	(28) PC 6091
(7) PC 2080	(18) PC 5030	
(8) PC 2090	(19) PC 6010	
(9) PC 4010	(20) PC 6012	
(10) PC 5010	(21) PC 6020	
(11) PC 5011	(22) PC 6021	

NOTE: A "No-Show" occurs when a defendant/offender does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled individual 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.

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	$ 5.00
16 - 30	$10.00
31 - 45	$15.00
46 - 60	$20.00

j. The vendor shall include the cost of written reports and conferences with the USPO/PSO in the prices for defendant/offender services unless the Program Plan 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 with defendants/offenders in the unit price for the services and shall not bill separately for these calls.

G.4 Reimbursements or Copayments (Mandatory Requirement)

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

(1) The USPO/PSO shall evaluate the defendant/offender's financial status (e.g., employment) before authorizing defendant/offender payments to the vendor and shall notify the defendant/offender and vendor of the authorized defendant/offender payments in the program plan.

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.

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/PSO may order reimbursement in the form of deductions from

subsequent invoices according to USPO/PSO instruction and the terms and conditions of this solicitation document.

(2) According to The Sentencing Act of 1987 (Public Law 100-182) 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.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

H.1 JP3 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) H*old 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 (2l U.S.C. 8l2) and as further defined in regulation at 2l CFR l308.ll-l308.l5.

"**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--

(l) 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 © 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 JP3 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)

(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.

(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.

The termination clauses provide that, 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 - (JAN 2003)

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; 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 three (3) years.

I.4 Clause 2-90C, Option to Extend Services - (JAN 2003)

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 within 30 calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option].

I.5 Clause B-5 Clauses Incorporated by Reference - (OCT 2006)

This procurement 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 clauses may be accessed electronically at this/these address(es): http:www.uscourts.gov

The JP3 clauses listed below are applicable to Agreements and Contracts at any value.

JP3 Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
JP3 Clause 3-25	Protecting the Judiciary's Interest When	

	Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2003
JP3 Clause 3-160	Service Contract Act of 1965, As amended	JAN 2003
JP3 Clause 3-205	Protest After Award	JAN 2003
JP3 Clause 3-210	Protests	AUG 2004
JP3 Clause 7-35	Disclosure or Use of Information	AUG 2004
JP3 Clause 7-70	Judiciary Property Furnished "As Is"	JAN 2003
JP3 Clause 7-85	Examination of Records	JAN 2003
JP3 Clause 7-115	Availability of Funds	JAN 2003
JP3 Clause 7-135	Payments	JAN 2003
JP3 Clause 7-140	Discounts for Prompt Payment	JAN 2003
JP3 Clause 7-150	Extras	JAN 2003
JP3 Clause 7-175	Assignment of Claims	JAN 2003
JP3 Clause 7-185	Changes	JAN 2003
JP3 Clause 7-220	Termination for the Convenience of the Judiciary (Fixed-Price)	JAN 2003
JP3 Clause 7-230	Termination for Default (Fixed Price - Products and Services)	JAN 2003
JP3 Clause 7-235	Disputes	JAN 2003

IN ADDITION TO THE JP3 CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF $100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING JP3 CLAUSE, INCORPORATED BY REFERENCE.

JP3 Clause 1-10	Gratuities or Gifts	JAN 2003

SECTION J - LIST OF ATTACHMENTS

J.1	PROGRAM DISCHARGE SUMMARY PROFILE
J.2	PROGRAM PLAN (PROBATION FORM 45)
J.3	TRANSITIONAL SERVICES PROGRAM PLAN (BP-S530.074)
J.4	MONTHLY TREATMENT REPORT (PROBATION FORM 46)
J.5	AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION (PROBATION FORM 11 B)
J.6	DAILY LOG
J.7	DAILY TRAVEL RECORD (PROBATION FORM 17)
J.8	INVOICE
J.9	URINALYSIS LOG
J.10	DEPARTMENT OF LABOR WAGE DETERMINATION (As required by the Service Contract Act, when applicable.)

****SAMPLE DOCUMENT PROVIDED FOR INFORMATIONAL PURPOSES ONLY****

✎PROB 45
(Rev. 1/98)

☐ Initial Plan
☐ Amended Plan

TREATMENT SERVICES PROGRAM PLAN

Client: _____ Pretrial Client: Yes ☐ No ☐
Agency: _____ Counselor: _____
Officer: _____ Date: _____
BPA No: _____ PACTS No: _____

SERVICES TO BE PROVIDED

URINE COLLECTION, TESTING AND REPORTING

☐ (1010) Collection only
☐ Phase I ☐ Phase II ☐ Phase III

INTAKE

☐ (2011) Intake Assessment and Report

SUBSTANCE ABUSE COUNSELING

☐ (2010) Individual
_____ Session/week/month
☐ (2020) Group
_____ Session/week/month
☐ (2030) Family
_____ Session/week/month
☐ (2040) Group Family
_____ Session/week/month
☐ (2080) Intensive O/P
_____ Session/week/month

PHYSICAL EXAMINATION

☐ (4010) Physical Exam
☐ (4020) Lab. Studies (Blood/Urine)

PSYCHOLOGICAL/PSYCHIATRIC WORK UP/EVALUATION AND REPORT

☐ (5010) Psychological Evaluation/Report
☐ (5020) Psychological Testing and Report
☐ (5030) Psychiatric Evaluation/Report

MENTAL HEALTH

☐ (6010) Individual Counseling
_____ Session/week/month
☐ (6020) Group Counseling
_____ Session/week/month
☐ (6030) Family Counseling
_____ Session/week/month
☐ (6040) Psychotropic Meds
☐ (6050) Admin. of Meds
☐ (6060) Clinical Consultation

OUTPATIENT DETOXIFICATION/ ANTAGONIST TREATMENT

☐ (7010) Physician's Exam
☐ (7020) Medication
☐ (7030) Lab. Studies

INPATIENT DETOXIFICATION

☐ (8010) Detoxification
☐ (8020) Physician's Exam
☐ (8030) Medication
☐ (8040) Lab. Studies
☐ (8050) Non-Medical Detox

METHADONE MAINTENANCE

☐ (9010) Physician's Exam
☐ (9020) Medication
☐ (9030) Lab. Studies

RESIDENTIAL PLACEMENT

☐ (1001) Therapeutic Comm.
☐ (2001) Short-Term Residential
☐ (1101) Temporary Housing

EMERGENCY TRANSPORTATION

☐ (1201) Administration Fee
☐ (1202) Transportation Expenses

EMERGENCY FINANCIAL ASSISTANCE

☐ (1301) Administrative Fee
☐ (1302) Direct Assistance

CONTRACTOR'S LOCAL TRAVEL

☐ (1401) By Contractor's Vehicle
☐ (1402) By Common Carrier

CLIENT PAYMENTS TO CONTRACTOR

Amount to be paid $ _____ per _____
For Services _____
☐ (1501) Administration Fee

OTHER SERVICES/LOCAL SERVICES
(Attach pages as needed)

INSTRUCTIONS TO CONTRACTOR REGARDING CLIENT NEEDS AND GOALS OF TREATMENT

_____ OFFICER _____ REFERRAL AGENT _____ CLIENT

DISTRIBUTION: OFFICER COUNSELOR CLIENT

8P-S530.074
JAN 95

TRANSITIONAL SERVICES PROGRAM PLAN

DCFRM

(Piggyback)

U.S. DEPARTMENT OF JUSTICE **FEDERAL BUREAU OF PRISONS**

Inmate _____ Agency _____

Reg. # _____ TSM _____

Date _____ Expiration Date* _____

SERVICES TO BE PROVIDED

SERVICES	FREQUENCY
_____ Urine Collections (1010)	_____ per mo.
_____ Assessment (2011)	Maximum of one
_____ Individual Counseling (2010)	_____ per wk.
_____ Group Counseling (2020)	_____ per wk.
_____ Family Counseling (2030)	_____ per wk.
Transportation Costs	Actual Cost Item
_____ By Contractor's Vehicle (1401)	
_____ By Common Carrier (1402)	

Special Instructions to Contractor Regarding Inmate's Treatment

TRANSITIONAL SERVICES MANAGER'S AUTHORIZATION

_____
Printed Name

_____
Signature

Original - Treatment Provider
Copies - CCC
- USPO

*Services authorized into the next fiscal year are dependent upon renewal or reissuance of a contractual agreement.

(This form may be replicated via WP)

MONTHLY TREATMENT REPORT

This form must be sent with each monthly billing and a copy should be forwarded to the supervising officer under separate cover at the end of each month. Additional sheets may be used, if needed.

1. AGENCY NAME	2. CONTRACT NUMBER	2a. OFFICER NAME
3. CLIENT NAME	4. PACTS NUMBER	5. FOR PERIOD COVERING (Month/Year)
6. PHASE	7. PRETRIAL CLIENT ☐ YES ☐ NO	8. CLIENT EMPLOYED ☐ YES ☐ NO ☐ STUDENT ☐ OTHER _____

9. CONTACTS SINCE LAST REPORT

DATE	SERVICE (Name & Project Code #)	TIME IN	TIME OUT	COMMENTS (Identify All No Shows)	CO-PAY AMOUNT RENDERED	CLIENT SIGNATURE

10. URINE/PBT TESTING RECORD

DATE	REASON SAMPLE NOT TESTED INSUFF QTY.	STALL	DRUG USE ADMITTED NO	YES (Specify Drug)	COLLECTED BY	SPECIAL TESTS REQUESTED	TEST RESULTS CHAIN OF CUSTODY # Pos. or Neg.	CO-PAY AMOUNT RENDERED	CLIENT SIGNATURE

11. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS

12. CLIENT CO-PAY RECORD

Monthly Co-pay Amount:	Unpaid Balance:
SIGNATURE OF COUNSELOR	**DATE**

✎ 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)

Print Save As... Export Import Reset

Attachment J.6

DAILY TREATMENT LOG

Client Name _____

Month/Year _____

Date	Client's Signature/Initials	Time In	Purpose of Visit	Time Out	Client's Initials	Vendor's Initials

U.S. PROBATION AND PRETRIAL SERVICES LOG

DISTRICT: WESTERN DISTRICT OF MICHIGAN

DATE	EXPENSE CODE	CONTACT CODES (P - PERSONAL / C - COLLATERAL)		PROBLEM CODES		
OFFICER NAME	A - TELEPHONE B - PARKING C - OTHER	H - HOME C - COMMUNITY PS - PRESENTENCE PR - PRERELEASE FOR INST PT - PRET RANSFER SI - SPECIAL INVESTIGATION	SS - SOCIAL SERVICES FOR INST. OPO - OTHER PROB/PRETRIAL SERVICES OFFICER PTS - PRETRIAL SERVICES PTSD - PRETRIAL SVC. DIVERSION PWR - FURLOUGH/WORK REL.	DA - DRUG ABUSE UA - URIN COLLECTION PS - PSYCHOLOGICAL/PSYCHIATRIC HS - HOUSING/SHELTER O - OTHER	AL - ALCOHOL MS - MONITORING/SURV. EM - EMPLOYMENT FB - FINANCING/BUDGET FM - FAMILY/MARITAL ET - EDUCATION/TRAIN.	

DESTINATION	ODOMETER READING	MILES TRAVELED	OTHER EXPENSES	CONTACT CODE	PROBLEM CODE	CASE NUMBER/NAME OF CASE	ACTIVITY AND PERSON CONTACTED
START	0	0	<none>				
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							

TIME STARTED	TIME RETURNED	PER DIEM AMOUNT CLAIMED	TOTAL MILES TRAVELED	TOTAL OTHER EXPENSES	NUMBER OF MILES FROM HOME TO OFFICE	SIGNATURE OF PROBATION OFFICER
			0 AMOUNT CLAIMED FOR MILEAGE $ 0.00	$ 0.00		

Attachment J.8

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURT
TREATMENT SERVICES INVOICE
(PART A)

Date of Invoice:

1. Judicial District: Western District of Michigan

2. Contract Agency: (Official Name)

a. Address

b. EIN

c. Telephone **d. Fax**

e. E-Mail address

3. Agency Identification No.: 0646-2008 -_____

4. Delivery of Service from:

5. Total Number of Federal Clients:

6. Contractor'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 contract and for which no other compensation has been received from sources other than the Administrative Office of the United States Courts.

_____

Authorized Administrator Signature

7. Project Code	8. Quantity	9. Unit Price	10. Total Price
PRETRIAL			
1011 = BOC 2527			
2010 = BOC 2527			
2011 = BOC 2527			
5011 = BOC 2527			
6010 = BOC 2527			
Less Client Co-payment			( )
SUPERVISION			
1011 = BOC 2526			
2010 = BOC 2526			
2020 = BOC 2526			
2011 = BOC 2526			
Less Client Co-payment			( )
5011 = BOC 2530			
5020 = BOC 2530			
6010 = BOC 2530			
6030 = BOC 2530			
6012 = BOC 2530			
Less Client Co-payment			( )
		Grand Total	

Attachment J.8

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURT
TREATMENT SERVICES INVOICE
(PART B)

PRETRIAL - BOC 2527

YOUR AGENCY NAME

CLIENT NAME	PACTS #	DATE OF SERVICE	PROJECT CODE	QUANTITY (Units)	UNIT PRICE	TOTAL CHARGE	LESS CLIENT CO-PAY	CLIENT SUBTOTAL
PRETRIAL								

Total:

*Note: All clients should be listed alphabetically.
If you do not have a Pacts # on the Prob. 45,
call Barbara at the Grand Rapids Probation Office
at 616-456-2843.

UA/PBT LOG AGENCY NAME / OFFICE:

Attachment J.9

Faxed Date:

CLIENT INITIAL	CLIENT NAME	PACTS #	DATE COLL.	COLLECTOR INITIALS	PTS or TSR	No Show	Stall	TEST RESULTS: N = Neg P = Pos R = Rx Pos PBT Level	**Drugs THC, OPI, METH, AMPH, COC**	List (Rx) Prescription Medicines	**ADMS STMT **** Y or N	BAR CODE # IF SENT TO LAB or (Other Comments)

Note: ALL UA/PBT LOGS MUST BE FAXED TO DOREEN MULDER @ 616-456-2223 AT THE END OF EACH DAY OF TESTING. When there is a no show, stall, presumptive positive, or admission of drug use, also fax all supporting documents such as GR-47 Drug Admission Statement and/or a copy of the Kroll Chain of Custody form.

Please note: If client signs a Drug Admission Statement (GR-47), you do not need to forward a sample to Kroll Labs unless the sample is positive for THC. Send all THC positives to Kroll so levels can be checked.

All Kroll Chain of Custody Forms, Drug Admission Statements *with* a copy of this log should be faxed within 24 hours of service to: U.S. Probation/Pretrial Services, Attn: Doreen Mulder at 616-456-2223.

A copy of this log should be attached to the bill.

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

K.1 JP3 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 JP3 Provision 3-5, Taxpayer Identification - (Jan 2003)

(a) *Definitions*
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
"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) through (f) 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 6050M, 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, sate or local);

[ ] foreign government;

[ ] international organization per-26 CFR 1.6049-4;

[ ] *other* _____.

(f) *Common parent*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

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.
(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 13A, signature of offeror.
(8) Block 13B, 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 client does not appear for a scheduled service that is rendered on an individual basis, and the client fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of client "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3. **It is estimated that clients 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.

Sections C, D, E, F, G, H, and I

By incorporating the provisions set forth in Section C, D, E, F, G, H, and I of the solicitation document into the Proposal, the Offeror is agreeing to comply with these requirements and provisions.

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 Narrative Statement - AOUSC 1997 (Attachment A)

1. Each offeror shall prepare and submit as part of its offer a **NARRATIVE STATEMENT** in which the offeror describes how it will provide the mandatory requirements stated in Sections C, E, F and G. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor and describe in the narrative statement how the subcontractor will provide services and meet the requirements of the RFP. It is imperative that this section be completed in such detail so as to determine the that the offeror has met the mandatory requirements. A general statement that the offeror will comply with RFP requirements is not sufficient. In the **NARRATIVE STATEMENT** the offeror shall:

    a. describe, **service by service**, how the offeror will provide each of the services requested in Section B and described in Section C, including local services, of this document.

    b. describe in such detail to determine that the offeror will comply with mandatory requirements of Sections E and F of this document.

    c. describe the offeror's billing procedures and maintenance of fiscal records in such detail to determine that the offeror has complied with the mandatory requirements of Section G of this solicitation document.

    d. identify and describe all emergency contact procedures for clients, e.g., crisis intervention, scheduling changes, and/or situations requiring immediate attention.

    e. describe the offeror's treatment philosophy and approach to providing services.

Preparation of Background Statement (Attachment B)

1. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** (see Attachment B to this solicitation) in which the offeror describes its experience in providing the requested contract services. 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 proposed subcontractors.

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

    a. provide copies of all monitoring reports for the previous 18 months from federal, state and local agencies. If a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or higher rating is acceptable. To be considered technically acceptable a vendor must have received ratings of

satisfactory or higher. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.

b. state expressly each location at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Describe the physical facility(s) (interior and exterior) at which services will be provided. The description shall be in such detail to determine that the offeror has complied with the mandatory requirements of Section E of this solicitation document.

c. include copies of all building, state, and local licenses and inspection reports for the preceding 18 months, and/or state certifications where appropriate. 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 state and local licenses and certifications and are in compliance with state and local regulations.

d. include copies of compliance with all federal, state and local fire, safety and health codes. 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, and certify therein 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 treatment and other services identified in this RFP within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. 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.

By submission of a signed proposal, the offeror is agreeing to comply with all terms and conditions of this agreement.

L.2 JP3 Provision 3-100, Instructions to Offerors - (JAN 2003)

(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).

(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 the JP3 Provision, "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) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

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

(6) 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.

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

(8) 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 postaward 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.

L.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.

Attachment A

OFFEROR'S NARRATIVE STATEMENT

As required in Section L.1, Preparation of Narrative Statement, the offeror shall prepare a Narrative Statement below (attach pages as needed labeled as subsets of this Attachment number). Offeror should include a completed Program Discharge Summary Profile (Attachment J.1).

Attachment B

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).

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 licenses and certification and identifying any staff members that are under pretrial services, probation or supervised release supervision. Staff providing sex-offense specific evaluations must certify that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA). If resumes are submitted they should reflect the duties and responsibilities with the offeror. The offeror shall complete the certification section below.

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CERTIFICATION

CERTIFICATIONS

☐ 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 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 and the telephone number.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Selection of a 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. A vendor shall be determined to be technically acceptable if they can fulfill the mandatory requirements found in Sections C, E, F, and G of the Request for Proposals (RFP). 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. An offeror shall be determined to be Technically Acceptable if they meet all the mandatory requirements found in Sections C, E, F and G of the RFP. All proposals shall be evaluated to ensure that all mandatory requirements set forth in Sections C, E, F and G of the RFP have been met. By submission of a proposal offeror accepts all the terms and conditions of the RFP.

   Proposals that do not meet all the requirements of the RFP will receive no further consideration. 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 agreement 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 Narrative Statement, Offeror's Background Statement, and the Offerors Staff Qualifications. Each of these statements shall contain the offeror's agreement to comply with the mandatory requirements.

MINIMUM MANDATORY REQUIREMENTS:

(a) The Offeror provided a statement, service by service, of how the offeror (and any proposed subcontractor) will provide the mandatory requirements of Sections C, E, F, and G of the RFP which reflect an understanding of the services required. YES or NO

(b) Offeror (and any proposed subcontractor) meets the mandatory requirements of Section C including Local Services (if applicable). YES or NO

(c) The Offeror has certified compliance with the mandatory requirements in Sections E, F and G. YES or NO

PAST PERFORMANCE

(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? YES or NO

(b) Monitoring reports, letters, and/or certificates are rated at least "satisfactory" or "pass" regarding performance.

OR

If any Monitoring Reports were rated less than "satisfactory," deficiencies have been corrected prior to submission of the proposal. YES or NO

(c) Did the Offeror provide a description of their Treatment Philosophy? YES or NO

SITE(S) AT WHICH SERVICES ARE PROVIDED:

(a) Offeror's (and any proposed subcontractor) site(s) at which services will be provided is/are located in catchment area. YES or NO

(b) Offeror has current required state and/or local operating license(s). YES or NO

(c) Offeror is in compliance with all applicable fire, safety, and health codes. YES or NO

(d) Offeror treatment facility(s) preserves confidentiality of client services YES or NO

(e) Did the offeror identify and describe emergency contact procedures for clients? YES or NO

STAFF QUALIFICATIONS:

(a) Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP. YES or NO

(b) 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

(c) 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

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 sites will be conducted to verify the offeror's written proposal. 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

(b) Services provided as presented in the Offeror's proposal. 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 services 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 JP3 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 price for some work and prices that are significantly overstated for other work

M.6 JP3 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.