AO 367
(Rev. 5/23)

SECTION A — SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0420-24-S019	**07/10/2023**	

4. Issued By:	5. E-mail Address Offer To (if other than Item 4):
Melissa White **melissa_white@scp.uscourts.gov**	

SOLICITATION

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5

until **08:00 AM** *(hour)* local time **07/31/2023** *(date)*

7. For Information call:	
a. Name **Melissa White**	b. Telephone **(803) 765-5872**

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OFFER

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

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

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

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

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

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

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. Offerors shall submit pricing and proposal information related to only the required services. Offerors failing to provide offers on all required services marked will be considered technically unacceptable.

NOTE: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per service item. EMQs are estimates only and do not bind the government to meet these estimates.

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

URINE COLLECTION:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1010	Urine Collection/Testing & Reporting	**2024**	1	
			Unit: Price: per specimen		

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1011	Urine Collection/NIDT Device Testing	**2024**	1	
			Unit: Price: per specimen		

INTAKE:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	2011	Intake Assessment and Report	**2024**	1	
			Unit: per report		

SUBSTANCE ABUSE COUNSELING:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	2010	Individual Counseling	**2024**	1	
			Unit: per 30-minute session		

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	2020	Group Counseling	**2024**	1	
			Unit: per 30-minute session		

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	2030	Family Counseling	**2024**	1	
			Unit: per 30-minute session		

TRANSPORTATION FOR CLIENTS:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE

X	1201	Administrative Fee	**2024**	Unknown	5% of amount distributed under pc 1202

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1202	Client Transportation Expenses	**2024**	Unknown	Actual cost

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

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

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

INTRODUCTION

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

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

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

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

DEFINITIONS

A. **"Solicitation"** means a request for proposals (RFP).

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

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

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

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

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

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

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

I. **"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.

J. **"Telemedicine"** includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications.

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

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

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

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

O. **"Monthly Sign-In Log"** is a document the vendor will use for each defendant/person under supervision to verify services are being offered/provided per Probation Form 45 requirements. The Monthly Sign In Log includes a place for defendant/person under supervision to sign for services based on project code, with a time in/out, vendor initials, co-payment received, and comments (to include a comment if the defendant/person under supervision failed to report, if no services were provided/received within the month, and if telemedicine was provided including the means in which the session was provided (teleconference, video conference, internet). This document accompanies the monthly invoice.

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

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

R. **"Co-payment"** is any payment from defendant/person under supervision.

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

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

U. "**Criminogenic Risk"** includes factors in a person under supervision's life that are directly related to recidivism. The most significant are Cognitions, Alcohol and Drugs, Employment/Education, Social Networks and Criminal History.

MANDATORY REQUIREMENTS

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

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

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

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

a. **Storage of Urinalysis Supplies**

The vendor shall:

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

b. **Secure Collection Area**

The vendor shall:

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

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

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

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

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

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

d. **General Urine Specimen Collection Procedures**

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

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

(2) The vendor shall ensure that the collectors:

(a) Verify the identity of the defendant/person under supervision by means of a state driver's license, state identification or other acceptable form of photo identification.
(b) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen collection container in view at all times prior to it being sealed and labeled.
(c) Complete a Chain of Custody (provided by the CO) before a defendant/person under supervision voids following the chain of custody procedures and peel the Barcode label from the Chain of Custody form and place it on the bottle.
(d) Collect a minimum of 30 milliliters of urine to allow the

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

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

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

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

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

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

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

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

(l) Follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

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

(2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process.

f. **Unobserved Urine Specimen Collection Procedures**

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

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

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

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

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

(5) When provided by the CO, use a temperature strip to measure urine specimen temperatures which should range between 90- and 100-degrees Fahrenheit. The time from voiding to temperature measurement is critical and in no case shall exceed 4 minutes.

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

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

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

g. **Urine Specimen Mailing and Storage** (For specimens shipped or transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

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

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

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

(4) Urine specimens are stored in a secure area with access limited only to collectors or other vendor authorized personnel.

h. **"No Test" Policy**

The urinalysis laboratories under national contract with the AOUSC **will only test** urine specimens if all 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** the above conditions are present for specimens sent to the national drug testing laboratories for testing. For districts using a local or regional laboratory for testing of samples, the Chain of Custody Form shall also include the signature of the defendant/person under supervision.

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

vendor of untestable specimens.

i. **Random Urine Specimen Collection Procedures**

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

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

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

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

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

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

(1) **Urinalysis Testing Log**

The vendor shall utilize the Urinalysis Testing Log (included within Section J attachments) for all urinalysis specimens collected which shall indicate:

(a) Defendant/person under supervision's name and PACTS number.
(b) Vendor name and agreement #
(c) Month/Year
(d) Collection Date
(e) Defendant's/person under supervision's signature
(f) Collector initial
(g) Bar Code number
(h) Special tests requested,
(i) Drugs or medications taken, and
(j) Co-pay collected (if applicable)

Prior to the use of any other log to record this information, the vendor shall seek approval of the log from the CO.

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

disclosure of drug or alcohol treatment records.

k. **National Contract Urinalysis Laboratories**

Some initial urine specimens are analyzed under a separate contract with the AOUSC. Any confirmation testing completed on urine specimens that have a presumptive positive result shall be done by the national contract testing laboratory. The CO shall 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 CO 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 vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens using NIDT devices provided by the CO:

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.

b. **Secure Collection Area**

The vendor shall:

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

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

(a) Limit the possibility of any interference with the collection process or adulteration of the specimen; and

(b) Limit access during the collection process to only those involved in the collection of urine specimens.

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

(1) The vendor shall ensure that collectors reviewed and acknowledged the federal OSHA Bloodborne Pathogen regulations (29 C.F.R. 1910.1030).

(2) The vendor shall ensure that all personnel handling urine specimens wear disposable gloves designed for protection against biohazards and are familiar with standard precautions for handling bodily fluids. The vendor is responsible for providing disposable gloves for employees. These are not provided by the CO.

d. **General Urine Specimen Collection Procedures**

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

(a) Remove jackets, coats and large pocket items before entering the collection area. These items can be placed on a hook or table inside the collection area.

(b) Set aside purse or other carried items. These items can remain in the collection areas; however, must remain outside of immediate access from the defendant/person under supervision.

(c) Vigorously wash their hands using soap and water, then thoroughly rinse their hands to remove all soap and any adulterants from under the fingernails or on the skin, and finally dry their hands completely prior to voiding.

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

(2) The vendor shall ensure that the collectors:

(a) Verify the identity of the defendant/person under supervision by means of a state driver's license, state identification or other acceptable form of photo identification.

(b) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen collection container in view at all times prior to it being sealed and labeled.

(c) Complete a Chain of Custody or NIDT Collection Form (provided by the CO) before a defendant/person under supervision voids following the chain of custody procedures, and then unless 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 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/toilets until the collection is completed and the collector advises it is safe to do so (a coloring agent is not necessary for direct observation of urine collection).

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

(g) Review the temperature of the specimen to determine if it is near body temperature, if applicable. If temperatures strips are provided by the CO, the temperature of the specimen should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.

(h) Perform test procedures according to the manufacture's procedures/instructions for completion of testing on specimen.

(i) Record test results on the Urinalysis Log (included within the Section J attachments and/or approved by CO), if applicable.

(j) Close and secure tightly the specimen collection container to ensure it will not leak.

(k) Use a tamper evident tape or label across the top of the bottle cap and down the sides of the bottle, and the collector or defendant/person under supervision shall initial the tamper tape or label. (This procedure is not mandatory for NIDTs when an instant negative result is obtained, and no further testing will be done on that sample).

(l) For positive specimens, sign the Specimen Collection Statement of 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 collector shall not sign the certification area of the form until the collection process is completed.

(m) For positive specimens, have the defendant/person under supervision 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 defendant/person under supervision shall not sign the certification area of the form until the collection process is completed.

(n) Follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

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

(2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process.

f. **Unobserved Urine Specimen Collection Procedures**

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

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

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

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

(4) Clearly document on the Chain of Custody Form or Urinalysis Testing Log any unobserved collection.

(5) 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, if provided by the CO.

(6) If temperatures strips are provided by the CO, 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.

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

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

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

g. **Random Urine Specimen Collection Procedures**

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

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

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

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

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

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

(1) **Urinalysis Testing Log**

The vendor shall utilize the Urinalysis Testing Log (included within Section J attachments) for all urinalysis specimens collected which shall indicate:

(a) Defendant's/person under supervision's name and PACTS number
(b) Vendor name and agreement number
(c) Month/Year
(d) Collection Date
(e) Defendant/Person Under Supervision Signature
(f) Collector's initials
(g) Medications taken
(h) Test results, and
(i) Co-pay collected (if applicable)

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

i. **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 CO using only devices provided by the USPO/USPSO.

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

(4) Record the NIDT test result on the Urinalysis Testing Log, and provide USPO/USPSO test results at a frequency and format as instructed by the CO.

(5) Follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision

Behavior.

(6) Send presumptive positive specimens to the national drug testing laboratories under the explicit instruction of the CO, using the procedures outlined in **Urine Specimen Mailing and Storage** below.

j. **Urine Specimen Mailing and Storage** (For specimens shipped or transferred to contract national drug testing.

The vendor shall ensure that:

(1) Every specimen shipped or transferred to a testing facility is contained in a collection container specifically designed to withstand the rigors of transport. All collection containers shall be provided by the Judiciary. NIDT cups/bottles may only be used for shipping with the advanced approval of CO. Vendors 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 containers in the custody of an approved delivery service or courier.

(3) The collector notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory. Specimens shall be mailed/shipped no later than the close of business the day the specimens are collected, or in the case of evening collections, the morning of the day following the collection.

(4) Urine specimens are stored in a secure area with access limited only to collectors or other vendor authorized personnel.

k. **"No Test" Policy**

The urinalysis laboratories under national contract with the AOUSC **will only test** urine specimens if all 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** the above conditions are present for specimens sent to the national drug testing laboratories for testing.

l. **Specimen Processing**

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

(a) Discard the urine specimen by flushing urine down the toilet. Rinse the emptied bottle. Urine is not considered biohazardous waste.

(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 a 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 Testing Log.

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

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

(b) Prepare the 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 Judiciary. Once transfer of the specimen is completed, the vendor shall discard the NIDT device(s). Within 48 hours, send all presumptive positive NIDT specimens to the nationally contracted laboratory, unless otherwise directed by the CO.

(c) Follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

If the defendant/person under supervision refuses to sign the Chain of Custody form, the vendor shall:

(d) Note the refusal on the Chain of Custody form and instruct the defendant/person under supervision to personally contact his/her assigned USPO/USPSO immediately to provide notification of their refusal to sign the form.

(e) If the defendant/person under supervision's refusal to sign the form, follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

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

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

The vendor shall:

(1) Invoice only one unit of NIDT (PC 1011) per defendant/person under supervision 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 judiciary. The vendor shall include the "multiple test" factor in the unit price for this service.

(2) Charge only one NIDT (PC 1011) to the Judiciary 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. Approximately one out of ten samples will be prepared for mailing to a national laboratory, but not all samples will be sent because the defendant/person under supervision will admit drug use.

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

Substance Use Services

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

This is comprehensive biopsychosocial intake assessment and report which shall be conducted by a clinician who meets the standards of practice established by his/her state's regulatory board. The assessor shall identify the defendant's/person under supervision's substance use severity, strengths, weaknesses, and readiness for treatment.

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

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

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

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

(2) Diagnostic impression to supportive bases for severity of the defendant's/person under supervision's substance use disorder (mild, moderate, severe);

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

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

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

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

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

4. **Substance Use Counseling**

Counseling is a clinical interaction between defendant/person under supervision and a trained and certified/credentialed counselor. Treatment shall include the use of cognitive and behavioral techniques, including but not limited to cognitive restructuring, skill building using a structured learning approach (including modeling, role play and feedback), and teaching the skill of problem solving to change defendant/person under supervision thought patterns while teaching pro-social skills. For USPO referrals, this type of intervention shall be used in addressing criminogenic risk and needs in accordance with the person under supervision's PCRA results. The vendor shall incorporate motivational engagement techniques throughout the counseling process.

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

The vendor shall provide:

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

«(1)» **Treatment Readiness Group (2090)** to two (2) or more defendants/persons under supervision. This clinical service shall prepare defendants/persons under supervision for success in substance use treatment using motivational interviewing and cognitive-behavioral skill building.

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

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

(3) **Family Counseling (2030)** to a defendant/person under supervision and one (1) or more family members. The vendor may meet with family members without the defendant/person under supervision present with USPO/USPSO approval, if the defendant/person under supervision is the primary beneficiary of the service provided

5. **Defendant/Person under supervision Transportation**

The vendor shall provide:

a. **Defendant/Person under supervision Transportation Expenses (1202)** for defendant/person under supervision transportation to and from treatment facilities:

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

If public transportation is not available, the vendor must seek prior approval from the CO for reimbursement of alternative means of transportation.

Note: The vendor may charge an **Administrative Fee (1201)** for **Defendant/Person under supervision 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/Person under supervision Transportation Expenses (1202)**.

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

The vendor shall:

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

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

c. Provide bills and receipts for co-payments to defendants/persons under supervision. Receipts shall be provided to the defendant/person under supervision at the time of payment collection. The vendor shall keep an individualized record of co-payment collection, make it available for the USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in the amount owed;

d. Document within the Monthly Sign-In Log any co-payment received or whether the expected co-payment was not provided;

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

f. Reimburse the Judiciary as directed in Section G.

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

7. **General Requirements**

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

(1) File Maintenance

The vendor shall:

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

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

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

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

services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations.

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

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

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

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

b. **Disclosure**

The vendor shall:

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

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

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

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

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

and Part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.

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

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

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

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

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

c. **File Content**

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

(1) **Chronological Notes** that:

(a) Record all significant contacts (e.g., in person, by telephone, or any other form of protected electronic communication) with the defendant/person under supervision including USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.

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

(c) Notes could include sessions attended, topics covered during sessions, defendant's/person under supervision's participation, clinical goals of treatment, the methods/methodologies and/or type of therapy used, changes in treatment, the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failure to attend, failed assignments, rule violations and consequences given should be recorded.

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

(e) Chronological notes shall be legible, dated and signed/electronically certified by the practitioner, to include the practitioner's licensure/credentials.

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

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

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

(3) **Authorization to Release Confidential Information** that:

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

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

(4) **Monthly Sign-In Log**

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, with one Monthly Sign-In Log per defendant/person under supervision.
(b) Includes all defendant's/person under supervision's scheduled contacts during the month (per project code), to include notation/comment indicating any failure to report on scheduled dates, or when service was provided via telehealth.
(c) Defendant/person under supervision shall sign-in upon arrival to include the time in and time out of service with the vendor initialing to verify accuracy of time in/time out.
(d) Documents any defendant's/person under supervision's co-payment, and
(e) USPO/USPSO or designee uses to certify the monthly invoice.
(f) For residential placements, only required to obtain defendant/person under supervision signature on first and last day of placement.

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

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

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

(b) Shall record all collected urinalysis specimens and indicate:
Has all applicable sections completed

(1) Defendant's/person under supervision's name and PACTS number
(2) Vendor name and agreement #
(3) Month/Year
(4) Collection Date
(5) Defendant's/person under supervision's signature
(6) Collector's initials
(7) Bar Code number (if applicable)
(8) Special tests requested (if applicable)

(9) Drugs or medication taken
(10) Test Results (if applicable)
(11) Co-pay collected (if applicable)

(c) The vendor shall submit for CO approval if vendor Urinalysis Testing Log form differs from the sample form.

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

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

d. **Telemedicine**

On a case-by-case basis, telemedicine may be authorized to provide services outlined within this Statement of Work. The use of telemedicine is authorized only after the vendor and the USPO/USPSO staff the individual defendant's/person under supervision's case, determine he/she is appropriate for treatment via telemedicine, determine which specific services are appropriate via telemedicine, and it is approved by the district's contracting officer or designee.

NOTE: The use of telemedicine is for the benefit of the Judiciary and not the convenience of the vendor. The use of telemedicine is not in lieu of the vendor's ability to provide services in-person when appropriate. This requirement is not in lieu of the provisions which require the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area.

(1) The vendor is authorized to provide specified services via telemedicine, which includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telemedicine. The vendor shall also obtain consent of the defendant/person under supervision before the delivery of telemedicine services and shall include documentation of the same in the individual's treatment record.

(2) In situations in which more than one person is in attendance, to ensure confidentiality for each session, the vendor shall require that each person verify that he or she is the only person on that line and that no person who is not part of that treatment group is listening. Each participant will also enter into a

confidentiality agreement before being allowed to participate in treatment by telephone.

(3) To verify that services were performed, the vendor shall complete the Monthly Sign- In Log with all necessary information; however, the vendor shall print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was conducted (i.e. teleconference, video conference, internet).

(4) For de-escalation, if an emotionally charged topic was discussed or the defendant/person under supervision appears emotionally agitated, the vendor shall follow up with additional contact later in the day to ensure that the defendant/person under supervision has successfully de-escalated. The vendor shall also remind the defendant/person under supervision to reach out to his or her social support system at any time.

e. **Case Staffing Conference**

The vendor shall participate in case staffing conferences:

(1) Case staffing with the USPO/USPSO can be conducted in person, by telephone, or any other form of protected electronic communication. When applicable, the case staffing may include the vendor, the defendant/person under supervision, and the officer to clearly define expectations and clinical treatment goals. Communication with the officer should be driven by risk, needs, and responsivity specific to the defendant/person under supervision. Additionally, case staffing shall occur:

a. A minimum of every 30 days for PCRA high and moderate risk referrals
b. A minimum of every 30 days, regardless of risk level, for residential treatment placements
c. A minimum of every 90 days for all other clinical services referrals, and
d. As requested by the USPO/USPSO.

(2) Case staffing should include, but is not limited to, the following:

a. The defendant's/person under supervision's motivation for treatment;
b. Appropriate type and frequency of treatment;
c. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART goals);
d. PCRA dynamic risk factors and elevated thinking styles (for USPO referrals);
e. Responsivity, cultural considerations for service delivery;
f. Non-compliance with supervision and/or treatment;
g. Community observation, collateral supports, officer delivered interventions.

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

f. **Vendor Reports (Substance Use, Mental Health, and Sex Offense Specific Treatment Reports)**

The vendor shall submit to the USPO/USPSO, and maintain in the defendant's/person under supervision's file, the following:

(1) A typed **Treatment Plan**, created with the defendant/person under supervision, is submitted at least every 90 days that outlines the following:
   a. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART) goals,
   b. Action steps for the defendant/person under supervision to accomplish the identified treatment goals, to include appropriate type and frequency of treatment;
   c. The defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
   d. Medication management plan (when applicable),
   e. Collaboration and coordination for community-based services (when applicable),
   f. Skills to assist in managing known risk and symptoms,
   g. Adaptable skills for self-management,
   h. Recommendation/justification for continued treatment services, and
   i. Signed and dated by the vendor and defendant/person under supervision.

(2) A typed **Transitional Care Plan**, created with the defendant/person under supervision when possible, that is submitted at the conclusion of contract treatment services, but no later than 15 business days after treatment is terminated.
   a. The community is best served when the person under supervision remains drug free, employed, and invested in healthy relationships beyond the period of supervision. Transitioning is defined as the process of moving a person under supervision from contract treatment services to a community-based aftercare program that is managed by the person under supervision. Transitioning from treatment occurs throughout the treatment process to ensure that the person under supervision possesses the tools and community resources necessary to function under decreasing levels of supervision which is monitored by the officer.

   b. The typed transitional care plan shall outline the following:

1) the reason for concluding contract treatment services, to include unsuccessful discharge and the reasons why unsuccessful,
2) the defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
3) medication management plan (when applicable),
4) collaboration and coordination for community-based services (when applicable),
5) acquired skills to assist in managing known risk and symptoms,
6) adaptable skills for self-management,
7) diagnosis and prognosis, and
8) signed and dated by the vendor, and the defendant/person under supervision when possible.

g. **Vendor Testimony**

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

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

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

(ii) in response to a subpoena.

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

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

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

(5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief U.S. Probation Officer or Chief U.S. Pretrial Services Officer.

h. **Emergency Services and 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), and provide for emergency services (e.g., after hours staff phone numbers, local hotlines), for times when counselors are not available.

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

The vendor shall:

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

(1) Positive drug or alcohol test results.

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

(3) Attempts or offers of bribery.

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

(5) Failure to appear as directed for any service as authorized on the Probation Form 45, including but not limited to, drug testing (to include urine collection, alcohol test, and sweat patch), evaluation, assessment, counseling session, polygraph testing, medication appointments.

(6) Failure to follow vendor staff direction.

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

(8) Any behavior that might increase the risk of the defendant/person under supervision to the community or any specific third party. Behaviors under this subsection shall be immediately reported to the USPO/USPSO and CO.

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

9. **Staff Requirements and Restrictions**

The vendor shall ensure that:

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

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

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

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

e. The vendors and its employees shall:

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

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

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

(4) Report to the USPO/USPSO any investigations, pending charges, arrests

and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.

f. Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff, the vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.

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

10. **Facility Requirements:**

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

Should a vendor and/or subcontractor choose to relocate a facility within the catchment area, the vendor shall provide the CO written notification no less than 30 days prior to relocation and include the facility address. For any relocation, the vendor must provide a copy of Attachment B, certifying compliance with the requirements as listed in paragraphs 2(c) and 2(d) of Section L. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP.

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

12. **Local Services**

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

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and subcontractor shall:

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

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

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

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

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)

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

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

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

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

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

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

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 Contact Point for Assistance

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

G.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

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

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

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

G.3. Invoices (Mandatory Requirement)

The vendor shall:

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

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

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

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

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

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

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

the invoice, said signature can be electronic or physical:

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

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

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

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

1010	4010	6000	6030
1011	4020	6010	6032
2000	5010	6012	6036
2010	5011	6015	6050
2011	5012	6016	6051
2020	5020	6020	6090
2022	5021	6021	6091
2030	5022	6022	7013
2030	5023	6026	7023
2090	5025	6027	9021
	5030	6028	

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

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

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

i. **Example**:

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

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

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

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

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

G.4 Reimbursements or Copayments (Mandatory Requirement)

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

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

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

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

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

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

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

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

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

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

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

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

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

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

(f) *Judiciary Liability* The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

H.2 DRUG-FREE WORKPLACE - JAN 2003

(a) Definitions. As used in this clause,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.3 Government Furnished Property - (JAN 2003)

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

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

SECTION I - REQUIRED CLAUSES

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

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

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

I.2 Subcontracting

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

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

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

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

I.3. Clause B-5 Clauses Incorporated by Reference - (SEP 2010)

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

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

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 3-300	Registration in the System for Award Management	APR 2013

The Offeror shall register in the System for Award Management (www.sam.gov) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in www.sam.gov. Failure to do so could result in delay in payments.

Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003

SECTION J - LIST OF ATTACHMENTS

J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)

J.2 MONTHLY SIGN IN LOG

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

J.4 INVOICE

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

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

Attachment J.1

Prob. Form 45 Today's Date:

Client Identifying Information

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

Provider Information

Provider:
Provider Location:
Attn:
Location Address:

Phone:
Fax:

Procurement No:
Effective Date:
Termination Date:

Authorized Services

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

Services Ordered

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

Instructions to Provider Regarding Client Needs and Goals of Treatment

_____ _____ _____

Officer: Referral Agent: Client:

Revised 5-2023

MONTHLY SIGN IN LOG

Complete one form per person per month. Include all scheduled contacts. In the event the person does not attend a scheduled service, indicate "no show" in the comment column. In the event the person does not attend any services within the month, include a comment noting why no services were provided/received. If telemedicine is provided, print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was provided (i.e. teleconference, video conference, internet).

Vendor:

Agreement #:

Defendant/Person Under Supervision:

PACTS #: ☐ Pretrial ☐ Post-Conviction

Service Month/Year:

Required co-payment (if applicable):

Date	Defendant/Person under Supervision signature	Project Code	Time In	Time Out	Vendor Initials	Co-pay Received	Comments (i.e., no show, delivery method of telemedicine, no services)

Additional Page

Defendant/Person Under Supervision Name:

Date	Defendant/Person under Supervision signature	Project Code	Time In	Time Out	Vendor Initials	Co-pay Received	Comments (i.e., no show, delivery method of telemedicine, no services)

✎ PROB 11B
(Rev. 5/21)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
SUBSTANCE USE DISORDER PROGRAMS

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

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

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

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

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

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

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

_____
(Name and Address of Program)

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

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

_____ _____
(Date Signed) (Date Signed)

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

✎ PROB 11E
(Rev. 5/21)

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

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

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

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

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

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

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

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

_____
(Name and Address of Program)

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

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

_____ _____
(Date Signed) (Date Signed)

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

✎ PROB 11I
(Rev. 4/05)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

_____
(Name and Address of Program)

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

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

_____ _____
(Date Signed) (Date Signed)

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

✎PS 6B
(Rev. 5/05)

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
(DRUG OR ALCOHOL ABUSE PROGRAMS)

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

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

_____
(Name and Address of Program)

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

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

_____ _____
(Date Signed) (Date Signed)

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

✎PS 6D
(5/03)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

_____ .
(Name and Address of Program)

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

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

_____ _____
(Date Signed) (Date Signed)

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

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART A)

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

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

_____
Authorized Administrator

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

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART B)

Subtotal all costs for each client listed below:

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

BREATHALYZER INSTRUMENT LOG

Vendor Name _____

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

Attachment J.5

BREATHALYZER LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name_____ PACTS #_____ Month/Year_____

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

Comments (please note any unusual occurrences):

SWEAT PATCH TESTING LOG

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

Client Name _____ PACTS # _____ Month/Year_____

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

Comments (please note any unusual occurrences):

Urinalysis Testing Log

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

Defendant/Person Under Supervision Name:

PACTS #:

Vendor Name & BPA #:

Month/Year:

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

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

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

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

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

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

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): _____

[]TIN has been applied for.

[]TIN is not required, because:

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

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

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

(e) Type of Organization:

[]sole proprietorship;

[]partnership;

[]corporate entity (not tax-exempt);

[]corporate entity (tax-exempt);

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

[]foreign government;

[]international organization per 26 CFR 1.6049-4;

[]other

(f) Contractor representations.

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

[]Women Owned Business

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

[]Black American Owned

[]Hispanic American Owned

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

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